

AGREEMENT NO. _____

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
vRIDE, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and vRide, Inc., a Delaware corporation doing business in the state of California with its principal place of business located at 1220 Rankin Drive, Troy, MI 48083 ("Consultant").

WHEREAS, City desires to assist the numbers of employees using single occupant vehicles who commute to work by encouraging the use of the City's Harbor Department ("Department") provided Rideshare vehicles; and

WHEREAS, Department's Employee Rideshare Program organizes vanpools of Department employees, working in nearby locations and commuting between similar home communities; and

WHEREAS, Department desires to lower its carbon footprint and participate in environmentally friendly sustainability programs; and

WHEREAS, Department desires to update its current fleet of vans and retain customer service and management of the vanpool fleet; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in providing commuter vanpool services for the Department, evidenced by the Contractor's previous bid submission (LAWA Bid. No. 113-133) and selection by the Los Angeles World Airports to service its larger vanpool program; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article X (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution by the Executive Director and shall be for an initial period of one (1) year, subject to the following:

1. The Executive Director has the option to renew the term of the Agreement for two (2) consecutive renewal periods of one (1) year each, for a total Agreement term not to exceed three (3) years from the effective date. Exercise of the option to renew shall be by written notice from the Executive Director to Consultant prior to the end of the current term of the Agreement; or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant thirty (30) days' notice in writing of its election to cancel and terminate this Agreement.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the

end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

V. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Six Hundred Five Thousand Two Hundred Fifty Dollars (\$605,250).

C. Consultant shall submit invoices in quadruplicate to City by the third business day monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

“I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City’s Living Wage Ordinance.

”
(Consultant’s Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article VIII of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid and in accordance with the payment terms of LAWA Bid No. 113-133.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

VI. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall

entitle City to withhold any payment due under this Agreement until such breach is cured.

VII. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

VIII. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See Exhibit D.

IX. INDEMNIFICATION AND INSURANCE

A. Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

B. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

C. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

D. Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

E. Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims

under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

F. Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

G. Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

H. Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

I. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

J. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

K. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence,

(4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

X. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant thirty (30) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

XI. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article I. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

XII. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit E.

XIII. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities.

Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBES, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBES, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit F.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

XIV. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

XV. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XVI. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts

located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVII. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

XVIII. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived uniquely and specifically in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license

shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

XIX. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

XX. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Human Resources, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XXI. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that its authorized TIN is 38-2179784. No payments will be made under this Agreement without a valid TIN.

XXII. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

XXIII. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

XXIV. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit G.

XXV. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is

required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

XXVI. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XXVII. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

XXVIII. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall

be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

XXIX. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

XXX. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

XXXI. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

XXXII. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

XXXIII. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____, 2015

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
Secretary

vRIDE, INC.

Dated: February 18, 2015

By: *Jon W. Martz*
Jon W. Martz, Vice President - Government Relations
(Print/type name and title)

Attest: *Mike Muehmel*
Mike Muehmel, Vice President - Operations
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

3.24, 2015
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: *[Signature]*
JOHN T. DRISCOLL, Deputy City Attorney

JTD:jpr
02/12/15
Attachments

Rev. 06/23/14

Account #	59020	W.O. #	_____
Ctr/Div #	0530	Job Fac. #	_____
Proj/Prog #	000		
Budget FY:		Amount:	
	15/16		\$185,250
	16/17		\$185,250
	17/18		\$185,250
	TOTAL		\$555,750
For Acct/Budget Div. Use Only:			
Verified by:	<u><i>Julie [Signature]</i></u>		
Verified Funds Available:	<u><i>John [Signature]</i></u>		
Date Approved:	<u>3/11/2015</u>		

EXHIBIT A

SCOPE OF WORK

Section 1.0 Consultant's Vehicles, Services, and Fees

1.1 Consultant shall lease to the City of Los Angeles Harbor Department, vanpool vehicles and provide services (hereinafter referred to as "Vehicles and Services") under the contractual terms and conditions set forth in the Vanpool Leasing and Services Bid, Los Angeles World Airports (LAWA) Specifications-Vanpool Leasing and Services Revised 1/30/14 with addendums 1-6, Appendix A- Vehicle Specifications, Contractor's Bid as submitted, and the Fixed Bid Prices with Fixed Quantities Verification Worksheet revised 3/7/2014 and any and all inclusive Bid Documents (herein referred to collectively as "Bid Documents"). Said Bid Documents are attached hereto and incorporated by reference herein as Exhibit "B".

1.2 City shall pay Consultant for the Vehicles and Services to be performed and supplied by Consultant as set forth in the Fixed Bid Prices with Fixed Quantities Verification Worksheet Revised 3/7/2014 and any and all inclusive Bid Documents as set forth in Exhibit "B". Said fees to be paid to Consultant by City shall be on a firm fixed price basis, over the term of the Agreement. Total expenditures under this contract are estimated to be **Six Hundred Five Thousand Two Hundred Fifty Dollars (\$605,250)** (Two Hundred One Thousand Seven Hundred Fifty Dollars (\$201,750) annually). No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period; however, this amount may not be exceeded without prior written approval from the Director of Contracts & Purchasing and/or the Board of Harbor Commissioners.

1.3 Consultant shall provide, at its cost, commuter vanpool vehicles, all state required full coverage automobile liability insurance, maintenance, and vehicle substitutions when needed and/or in case of emergencies, and driver safety orientation. Each vehicle will seat at a minimum seven passengers or at a maximum twelve (12) passengers including the Driver. A vehicle list is incorporated herein by reference in the Vehicle Specifications document as part of the Bid Documents attached herein as Exhibit B. All vehicles used in Consultant's vanpool program shall be in compliance with applicable Federal Motor Vehicle Safety Standards (FMVSS).

1.4 Consultant shall provide all maintenance of the vehicles leased, including but not limited to parts, fluids, tires and labor, as well as preventative maintenance, in compliance with Assembly Bill 550 ("AB 550"), and repair and replacement of parts or assemblies due to wear, defect and/or damage.

1.5 Consultant shall, at its cost, license, register, title and have inspected all vanpool vehicles in accordance with applicable federal, state and local laws.

1.6 Consultant shall, at its cost, conduct motor vehicle background checks on each proposed volunteer vanpool driver. A driver shall only be an authorized vanpool driver upon Consultant's approval of driver and for so long as such approval is not revoked by Consultant (each "Driver")

1.7 Consultant shall provide, at its cost, a website(s) upon which City, Drivers and actual or proposed vanpool participants can create a vanpool, join a vanpool, apply to become a Driver, and use a ride matching database.

1.8 Consultant shall provide, at its cost, one or more mobile application(s) which permit Drivers to record their expenses and collect and record all information required for national transit database ("NTD") reporting.

1.9 Consultant shall, at its cost, arrange for twenty-four (24) hour emergency roadside assistance, and inform Drivers how to access the same. Communications regarding maintenance, repairs, roadside assistance, and emergency substitution of vans may be conducted directly with approved Drivers. Drivers and passengers are not to be charged by Consultant regarding any and all services and/or fees pursuant to this Agreement.

1.10 Consultant shall contract directly with City and City shall be responsible for collecting all passenger fares and assisting with approving driver eligibility with and initial background check prior to recommending the Driver applicant to commence Consultant's Driver approval process. A Three Party Volunteer Driver Agreement with Consultant, City and Driver (each a "Driver Agreement") shall be executed. Each Driver Agreement may be may be terminated, without cause, by Driver, City or Consultant with a thirty (30) day advance written notice.

1.11 Consultant shall invoice the City by the 3rd business day of the following month after provision of Vehicles and Services are rendered, in order for City to comply with Metro Vanpool Grant Program obligations. Consultant shall attach to each billing an invoice and a status report specifying in detail the quantity and pricing of the Vehicles and Services it has supplied to City during the period covered by the invoice.

1.12 In consideration for the Vehicles and Services provided under this Contract, City shall pay Consultant pursuant to Exhibit "B" on a firm fixed price basis for the contract term. The stated amounts described in Exhibit "B" are deemed to include all provisions for Consultant's compensation for Vehicles and Services, including, without limitation, fringe benefits, all out-of-pocket expenses, and overhead costs. City is not obligated to

pay for Consultant's time or expenses associated with travel unless specifically authorized in advance by written notice from City.

1.13 City reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Executive Director, such would be in the best interests of the City. In order to verify charges incurred and invoiced by Consultant in the performance of this Contract, Consultant agrees to make pertinent books and records available to City's representative at Los Angeles Harbor Department's Offices at 425 S. Palos Verdes Street, San Pedro, upon fifteen (15) days notice. The aforesaid records shall not include any proprietary records of Consultant, such as cost data.

1.14 City shall, upon receipt and following approval of each payment request, remit to Consultant, at the address specified on the monthly invoice, the appropriate amount in accordance with the payment terms of LAWA Bid No. 113-133.

1.15 City shall not be required to make payments for Vehicles and/or Services not yet supplied nor for Vehicles and/or Services deemed unsatisfactory by City or for Vehicles and/or Services not received. The parties agree that the Executive Director shall make the final determination as to when Consultant's Services or any part thereof have been satisfactorily performed or completed or the Vehicles delivered to City to justify release of any given payment to Consultant under this Contract.

1.16 Consultant shall, at its cost, provide sales personnel to promote and grow the commuter vanpool program. Consultant shall, at its cost, provide all marketing materials and signs necessary to advertise meetings with current and proposed Participants to educate the same about commuter vanpooling and to raise awareness of the City's commuter vanpool program.

1.17 Based on data provided by City, Consultant shall, at its cost, provide a "cluster" analysis to identify or determine potential vanpool groups.

1.18 Consultant shall, at its cost, prepare all reports as reasonably requested by City with mutually agreed upon data.

1.19 If a necessary change causes an increase in the specifications or services to be performed by Consultant pursuant to this Contract, then the parties hereto shall first agree upon additional compensation, if any, to be paid to Consultant therefore, and this Contract shall be amended, in writing, prior to the performance by Consultant of said increased work or service.

1.20 Delivery Point – Prices to include all delivery charges, **F.O.B. Port of Los Angeles, Berth 161, Wilmington, CA 90744**

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Section 2.0 City's Obligations

2.1 City shall designate certain preferred parking spots at its facilities for Vanpool parking only.

2.2 Upon the termination of this Contract, City shall coordinate the return of the vanpool vehicles and arrange for vehicle pickup at a mutually agreeable location on a City facility.

Section 3.0 Pricing

3.1 Consultant's firm fixed pricing for Vehicles and Services to be provided pursuant to this Contract are attached herein as part of the Bid Documents (LAWA Bid No. 113-133), Exhibit "B".

Section 4.0 Performance Penalties

4.1 Consultant shall be responsible for pick up and return of vans needing emergency repairs or warranty work. Such servicing and delivery shall be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, unless otherwise mutually agreed to by City and Consultant.

4.2 If Consultant fails to complete repair work or servicing on the same day within the hours set forth in Section 4.1 above, then Consultant shall provide, at no additional cost, a substitute van for use by the vanpool, until such time as service is completed for the assigned van. Such substitute van shall be provided in a clean and good operation condition, have a seating capacity equal to or greater than the van it is replacing and meet all legal requirements for vanpool operation, including but not limited to AB 550.

4.3 If an equivalent loaner vehicle is not delivered prior to 3:00 p.m., or prior to the agreed shift-end time, a Performance Penalty (replacing the term reference "Liquidated Damages Fee" in Exhibit B, Bid Documents, Los Angeles World Airports (LAWA) – Specifications, Vanpool Leasing and Services, Section III. Service (H)), of one hundred dollars (\$100.00) will be deducted from the monthly invoice for each separate instance that response times exceeds the sixty (60) minute maximum time allotted. Continued non-performance shall be cause for cancellation of this Contract.

VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET

IMPORTANT NOTES TO READ BEFORE FILLING THIS WORK SHEET:

- This is a computer generated work sheet and should be completed on a computer. For each item enter your bid price under the column entitled **NET UNIT PRICE**. The worksheet will calculate automatically the **EXTENDED PRICE** and the **TOTAL BID PRICE**. Entering price by hand or typing it is **NOT** recommended and will result in extra verification staff time and cost for our agency.
- Enter your response in the white rows if you bid on the items as specified. **USE THE SHADED ROWS BELOW only for "or equal" items.**
- If bidding "or equal" items in the shaded rows, enter manufacturer name and product or catalog number in the said rows. If this information is missing, your bid response may not be considered.
- Enter only one response per item, either in the white row OR in the shaded row. Entering two responses per item will result in an error total of your bid and may render it non responsive.
- Use this Excel worksheet on the website: www.lapawn.org. Complete your bid worksheet, save it, print it and submit it with your bid response. Do not email.
- Note: Bidder shall also state Total Bid Price from this Worksheet in the bid section entitled: **BID PRICES VERIFICATION WORKSHEET** (Bid page 2 of 8).

BIDDER MUST ENTER ITS NAME HERE: vRide, Inc.

Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	MONTHLY NET UNIT PRICE	EXTENDED PRICE
1	FORD	E150 XLT VAN	Gasoline-powered 8-Passenger van with 8520 GVWR, 4.8 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 286@3500 RPM, 4 Speed Automatic Transmission	68	\$0.00	\$0.00
or equal	GM	2500 Chevy Expre	Gasoline-powered 8-Passenger van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	68	\$800.00	\$54,400.00
2	FORD	E350 XLT VAN	Gasoline-powered 9-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	2500 Chevy Expre	Gasoline-powered 8-Passenger Van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$850.00	\$850.00
3	FORD	E350 XLT VAN	Gasoline-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	2500 Express Van	Gasoline-powered 10-Passenger Van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$890.00	\$890.00
4	FORD	E350-Extended XLT VAN	Gasoline-powered 12-Passenger Van with 9100 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	3500 Chevy Expre	Gasoline-powered 12-Passenger Van with 9100 GVWR, 6.0 L V8 Engine, Net HP: 342@5400 RPM, Net Torque: 373@4400 RPM, 6 Speed Automatic Transmission	1	\$910.00	\$910.00

TOTAL BID PRICE (per month): \$57,050.00

**VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

BIDDER MUST ENTER ITS NAME HERE: vrldo, Inc.

Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	MONTHLY NET UNIT PRICE	EXTENDED PRICE

VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET

BIDDER MUST ENTER ITS NAME HERE: vRide, Inc.

Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	MONTHLY NET UNIT PRICE	EXTENDED PRICE
Optional Equipment: (Will not be evaluated for award of bid, but LAWA may choose to add to the contract:						
5	Dodge	Caravan	Gasoline-powered 7 Passenger Van with 6050 GVWR, 3.6 L V6 Engine, Net HP: 283@6400 RPM, Net Torque: 260@4400 RPM, 6 Speed Automatic Transmission	1	\$775.00	\$775.00
or equal				1	\$850.00	\$850.00
6	Dodge	Caravan	Ethanol-powered 7 Passenger Van with 6050 GVWR, 3.6 L V6 Engine, Net HP: 283@6400 RPM, Net Torque: 260@4400 RPM, 6 Speed Automatic Transmission	1	\$775.00	\$775.00
or equal				1	\$0.00	\$0.00
7	Dodge	Caravan	Compressed Natural Gas (CNG)-powered 7 Passenger Van with 6050 GVWR, 3.6 L V6 Engine, Net HP: 283@6400 RPM, Net Torque: 260@4400 RPM, 6 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
8	Ford	E150 XLT VAN	Ethanol-powered 8-Passenger Van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 286@3500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$800.00	\$800.00
9	Ford	E150 XLT VAN	Ethanol-powered 8-Passenger van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$1,016.00	\$1,016.00
10	FORD	E350 XLT VAN	CNG-powered 8-Passenger Van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 286@3500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$850.00	\$850.00
11	FORD	E350 XLT VAN	Ethanol-powered 9-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$1,066.00	\$1,066.00

**VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

BIDDER MUST ENTER ITS NAME HERE: vride, inc.

Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	MONTHLY NET UNIT PRICE	EXTENDED PRICE
12	GM	E350 XLT VAN	Ethanol-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	2500 Chevy Express	Ethanol-powered 10-Passenger Van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 8 Speed Automatic Transmission	1	\$900.00	\$900.00
13	FORD	E350 XLT VAN	CNG-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
Optional Equipment: (Will not be evaluated for award of bid, but LAWA may choose to add to the contract):						
or equal				1	\$0.00	\$0.00
14	FORD	E350-Extended XLT VAN	Ethanol-powered 12-Passenger Van with 9100 GVWR, 6.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	3500 Chevy Express	Ethanol-powered 12-Passenger Van with 9100 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$910.00	\$910.00
15			Optional Backing Alarm (Per van/mo price)*	69	\$12.50	\$0.00
16			Optional Backing Camera (Per van/mo price)*	69	\$0.00	\$0.00
17			Optional GPS Tracking (Per van/mo price)*	69	\$100.00	\$0.00
18			Optional Wi-Fi (Per van/mo price)*	69	\$80.00	\$0.00
19			Optional In-Vehicle Vacuum System (Per van/mo price)*	69	\$0.00	\$0.00

EXHIBIT B

VANPOOL VEHICLE LEASING AND SERVICES

REQUEST FOR BIDS AND BID DOCUMENTS

RETURN BID IN A SEALED ENVELOPE to
Los Angeles World Airports
Procurement Services Division
Attention: Bid #113-133
7301 World Way West, 4th floor
Los Angeles, CA 90045

CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS (LAWA)

REQUEST FOR BID (RFB) No. 113-133
(Show this number on envelope)
This is not an order!

If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids delivered after the bid closing time will not be opened.

E-mail address: csampson@lawa.org
Telephone No: 424-646-7392
Fax No. 424-646-9274

Quotation must be delivered prior to:
2:00 PM Thursday, JANUARY 23 2014

VANPOOL LEASING AND SERVICES

THE FOLLOWING BID MUST BE SIGNED!

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by TWO authorized corporate officers.

Bidder understands and agrees that the bidder name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles and on the Insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.

Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted below:

(Print) Bidder's name: vRide, Inc. Sole proprietor Partnership Corporation
(Bidder's name must be the same as the name on the invoice)

Name and Title: [Signature] CFO (Sign with Ink or indelible pen)

Name and Title: [Signature] VP-Controller (Sign with Ink or indelible pen)

If one person has multiple officer positions that person may sign once and list the different officer provisions.

Contact Person (if different from the above): Crissy Dittmore, Government Account Executive

Street Address: 4669 Murphy Canyon Blvd #208 City: San Diego State: CA Zip Code: 92123-4333

Telephone No: 907 - 727 - 1312 Fax No: - E-mail Address: crissy.dittmore@vride.com

Payment Terms: 0 % 30 days (minimum 25 days for net bid award consideration)

Bids are requested by the City of Los Angeles, Los Angeles World Airports (LAWA), for furnishing the requirements of the City, as may be required, during a period of five (5) years from the date of award of the contract, for:

VANPOOL LEASING AND SERVICES

In compliance with the bid provisions, the attached specifications and bidder's work sheet.

BIDDER'S RESPONSIBILITY:

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. LAWA is not liable for any cost associated with the development, preparation, transmittal, or presentation of any bid or material submitted.

FIXED PRICE(S):

The bid is requested in the form of a fixed unit price for the items listed below or on the attached bid prices verification work sheet. Bidder must state the unit bid price(s) in the bid prices verification work sheet. Unless specifications or bid provisions state otherwise, the fixed unit price is to remain unchanged for one (1) year from the date of award of the contract.

BID PRICES VERIFICATION WORKSHEET:

For the purpose of comparing bids, bidders are required to fill out the attached worksheet. Failure to do so shall invalidate the bid.

Bidders shall not make any changes to the worksheet. Any changes to the worksheet will render your worksheet void, and may result in your bid being rejected as non-responsive.

State below your total bid price per directions contained in the attached Worksheet:

TOTAL BID PRICE: \$ 57,050
(Do not include pricing for optional items)

BIDDERS CONFERENCE:

Prospective bidders are invited to a bidders' conference at 10:00 a.m. on TUESDAY JANUARY 7TH 2014, at LAWA PROCUREMENT SERVICES DIVISION, 7301 WORLD WAY WEST, 4TH FLOOR, LOS ANGELES, CA 90045 (see attached map). Bidders should bring two (2) business cards and leave them when signing the bid sign in sheet.

Additional information regarding the bidder's conference may be obtained from the Procurement Supervisor, Cheryl Sampson, at telephone number 424-646-7404, or by e-mail at csampson@lawa.org. Department personnel will be available to answer questions related to this project.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: Larry Rolon, LAWA ADA Coordinator at (424) 646-5005.

DIRECTIONS TO THE PROCUREMENT SERVICES DIVISION

Los Angeles World Airports - 7301 World Way West, 4th floor, Los Angeles, 90045
405 (South) or (North) to 105 (West)
105 (West) to the end. (Imperial Highway)

Imperial Highway (West) approx. 3 signal lights to Pershing Drive.
 At Pershing Drive, make a Right turn
 Approx. 1000 feet (North) where there will be a sign "World Way West"
 Follow the road on to World Way West (East)
 Proceed (East) to third signal light at Administration Road, and turn LEFT.
 The 9 story high rise building is 7301 - The Procurement Services Division is on the 4th floor.
 You may park in the front or to the East or Rear at 7301. There is additional parking across World Way West at Maintenance Road.
DO NOT park in the Assigned Spaces in front or side of the building.

AWARD OF CONTRACT:

Award of the contract will be made after investigation of the responsibility of the low bidder. The bid will be awarded to the lowest responsive and responsible bidder meeting the requirements of the specification.

BID:

The bid must be made on the bid form provided. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the plans and specifications. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature: _____ Addendum 1 (if issued)	Signature: _____ Addendum 4 (if issued)
Signature: _____ Addendum 2 (if issued)	Signature: _____ Addendum 5 (if issued)
Signature: _____ Addendum 3 (if issued)	Signature: _____ Addendum 6 (if issued)

BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK:

The Bid must be accompanied either by a check certified by a responsible bank in the City of Los Angeles, or a cashier's check issued by a responsible bank, or a corporate surety bond of a responsible surety company for an amount not less than ten percent (10%) of the amount bid, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder to whom the contract is awarded will enter into the proposed contract and furnish the required bonds and as liquidated damages for any loss which may accrue from failure to do so; such payment, however, not to preclude recovery by the City of any amount over and above said sum to which the City sustains damage by reason of such failure or refusal. No bid will be considered unless accompanied by such check or bond.

If submitting a bond, bidders must use the bid bond enclosed herewith. bidders are hereby advised that this bond guaranteeing to the city the full 10% penal sum thereof, regardless of the city's actual damages should the bidder fail to enter into the contract and furnish the required bonds, will be acceptable. Submission of an incorrect bond will cause the bid to be nonresponsive and shall result in its rejection.

The City of Los Angeles reserves the right to cash such check and hold the proceeds. The proceeds will become the property of the City of Los Angeles if the bidder to whom the contract is awarded fails or refuses to execute the contract and bonds within thirty (30) days after the contract is awarded. Otherwise, the check or bond accompanying the successful bid will be returned upon execution of the contract. Bonds and checks accompanying the rejected bids will be returned upon award of the contract.

CONTRACTOR'S PROBLEM LOG:

If services and/or delivery fall below an acceptable level, as determined by the Project Manager, or his/her designated representative, the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service." The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service," payment may be withheld by the City until corrections are made.

If unacceptable service continues after the contractor receives the "Notice to Correct Unacceptable Service" or if the contractor receives three or more such notices, the City may cancel the contract as set forth in the Termination section of this Bid.

DELIVERY COSTS:

Prices quoted shall include all delivery/pickup and loading/unloading charges to any City of Los Angeles or Los Angeles World Airports location. Bidder/contractor owns equipment/goods in transit and files any claim with shipper/manufacture for any loss or damage.

DELIVERY INSTRUCTIONS:

Contractor shall contact the Rideshare Program Manager, Devon Demming, at 424-646-7775, for specific delivery instructions prior to making deliveries.

LIQUIDATED DAMAGES FOR LATE DELIVERIES:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of **\$100.00** per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

ESTIMATED EXPENDITURE:

Total expenditures under this contract are estimated to be \$4,200,000.00 (\$840,000 annually). No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the fixed prices quoted in accordance with actual requirements throughout the contract period.

During the term of the contract, including any and all extensions thereto, the above volume percentage adjustment shall be made to the base discount/mark up allowed above as each threshold is attained. Each threshold level and volume adjustment will be cumulative after the first threshold is attained. The appropriate adjustment shall become effective once a given threshold is met. LAWA shall notify the supplier in writing of the applicable adjustment, revised prices, and the effective date of such change.

GENERAL CONDITIONS:

The request for bid is subject to the attached "General Conditions"

REVISED 1/9/14

INVOICE INSTRUCTIONS:

The request for bid is subject to the attached "Invoice Instructions"

NEW AND UNUSED VEHICLES: (Applies to Year 1 of the Contract)

All vehicles furnished to LAWA/City/Harbor/DWP shall be new and unused factory standard unless otherwise stated herein, and shall not have been operated, driven or caravanned more than 100 miles in delivery to LAWA/City/Harbor/DWP. Vehicles shall come equipped with all standard factory fittings, trimmings and accessories, unless otherwise noted in the specifications. Vehicles shall not have been used as demonstrations or for any other prior service.

OPTION TO PURCHASE ADDITIONAL ITEMS:

Indicate whether the City of Los Angeles Department of Airports will be granted the option to purchase items your company supplies that are not listed in the bid. This option shall apply to purchases that are \$1,000 or less, per order.

Option Granted

Option Not Granted

OTHER GOVERNMENT AGENCIES LEASES:

From time to time, governmental agencies including other the City of Los Angeles Departments may want to make leases using the price, terms and conditions of any contract resulting from this bid. State below whether you will allow such leases:

Option is granted for the use of resulting contract by "other governmental agencies"

Yes No Initials JM Firm's Name: vRide Inc.

PAYMENT TERMS:

Payment terms are Net 30 days, unless bidder grants the City a discount in the blank spaces after "Payment terms" on the bid signature section of the front page. These terms are considered for net bid award, for payment required by bidder within 25 days, minimum!

REFERENCES:

Bidders are required to PRINT below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

1. Company Name: Los Angeles County Metropolitan Transportation Authority

Address: One Gateway Plaza, Los Angeles CA 90012

Phone Number: (213) 922-7364 Email Address: carringtonj@metro.net

Contact Person: Jami Carrington

Project Date and Description: June 1, 2013 --> June 30, 2018 : Turnkey Vanpool Services

2. Company Name: Regional Public Transportation Authority aka "Valley Metro"

Address: 101 North 1st Ave., Suite 1300, Phoenix AZ 85003

Phone Number: (602) 523-6062 Email Address: HTye@valleymetro.org

Contact Person: Harold Tye

Project Date and Description: January 1, 2014 --> December 31, 2023 : Vanpool Program Administration

3. Company Name: Space Coast Area Transit

Phone Number: (321) 635-7815 Email Address: Jim@ridescat.com

Contact Person: Jim Liesenfelt

Project Date and Description: January 1, 2014 --> December 31, 2016 : Vanpool Management Services

4. Company Name: Metropolitan Transit Authority

Address: 1900 Main Street, Houston TX 77208

Phone Number: (713) 739-3895 Email Address: dm18@ridemetro.org

Contact Person: David McMaster

Project Date and Description: April 2009 --> April 2014 : Turnkey Vanpool Services

5. Company Name: Tampa Bay Area Regional Transit Authority

Address: 3802 Spectrum Blvd, Suite 306, Tampa FL 33612

Phone Number: (813) 282-8200 Email Address: sandl.moody@tbarta.com

Contact Person: Sandra Moody

Project Date and Description: July 1, 2013 --> June 30, 2015 : Turnkey Vanpool Services

RIGHT TO REJECT BIDS:

The City reserves the right to reject any and all bids; to waive any informality in such bids; to advertise for new bids; or to otherwise proceed to fulfill the City's needs.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of the City, but the same shall be subject to acceptance by the City for a period of three (3) months.

The City reserves the right to reject a bid/proposal from any company, business, corporation, or individual who is indebted to the City.

SALES TAX:

Do not include sales tax in your Bid.

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP):

Companies certified as a Local Business Enterprise (LBE) with the City of Los Angeles are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on LAWA contracts in excess of \$150,000. Please see the attached LBPP document for the program rules.

In order to be given the bid preference as a certified LBE, your Local Business Certification - Affidavit of Eligibility must be uploaded to LABAVN and approved by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance and listed on LABAVN as such *prior* to the bid due date in order to participate in the LBPP.

Certification as an LBE is valid for two years from the date of approval. Applicant firms must be re-certified on a bi-annual basis with the Office of Contract Compliance. For questions concerning the Local Business Preference Program, contact the Office of Contract Compliance at (213) 847-2684.

If you are a certified LBE by the City of Los Angeles you must indicate your BAVN Company ID Number here: N/A

TABULATION OF BID RESULTS:

Bid results shall be tabulated, usually within one week of the due date of the bid, and are available for public inspection at the front counter of the Procurement Services Division, at 7301 World Way West, 4th floor, Los

Angeles, CA 90045. Bid results will not be communicated over the telephone or by fax.

Bidders, wishing to obtain bid results, may either:

- attend the public bids opening or
- submit with the bid response a written request referencing the bid number and a self-addressed stamped envelope or
- check the web site www.labavn.org. If this is the first time, click on Free Registration and register, upon receiving emailed confirmation of registration, log-in name and password.

To access the bid response(s) tabulation, follow these steps:

- Be sure to log on with your LOG ON NAME and PASSWORD.
- The next screen is the BAVN logo and "Search for all Opportunities" below it, click on it.
- The next screen is "Search for Opportunities".
- In the "Status" field, select "Closed"
- In the "Department" field, select "Los Angeles World Airports".
- In the "Category" field, select "All"
- In the "Contract Type" field, select "Request for Bids"
- In the "Interest (NAICS Code)" field, select "All"
- In the "Contract Tracking Number" field, enter the bid number, in the format 111-XXX for formal bids or L10000000 for fax-email bids.
- Click below the tab "Search Opportunities".
- On the next screen "Currently Open", under the "Opportunity" column, identify the bid in question and click on its description.
- On the next screen, bottom area, under "Scope of Work Documents", click on "Bid Recap.pdf".

The next and final screen is the tabulation of response.

TERMINATION OF CONTRACT:

For Convenience:

LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

For Cause:

LAWA may terminate this Contract for cause and without liability for damages as follows:

- A. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice. LAWA shall be the sole judge of the Contractor's contract performance.

B. Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the Contractor's conduct and the effect of that conduct on LAWA.

Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

PRICE ADJUSTMENT:

Any price adjustment at the start of the second and third year, must be documented in writing by corresponding increase(s) in contractor's cost(s), in the form of copy of supplier's invoices, commodity index or chart, etc. and requested to and approved by the Procurement Services Division. Contractor must refer to the contract number, when submitting its written request for price increase to Procurement Services Division, at 7301 World Way West, 4th floor, Los Angeles, CA 90045. No price increase will be granted without prior approval of the Purchasing Services Division. Price reductions may be issued at any time.

WHOLE OR SPLIT AWARDS

Under the terms of this request for bid, the Executive Director (or authorized designee) of the Department of Airports reserves the right to award a resultant contract as a whole for all items to a single qualified bidder, or make individual line item awards to several qualified bidders.

NOTE TO BIDDERS:

Any communication regarding this Request for Bid must be addressed by e-mail to Procurement Supervisor, Cheryl Sampson, at csampson@lawa.org.

ADMINISTRATIVE REQUIREMENTS:

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. Failure by the bidder to retrieve, read, fill out, comply with, when applicable, and return the Administrative Requirements with the bid response, may render the bid non-responsive.

**VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

IMPORTANT NOTES TO READ BEFORE FILLING THIS WORK SHEET:

- This is a computer generated work sheet and should be completed on a computer. For each item enter your bid price under the column entitled NET UNIT PRICE. The worksheet will calculate automatically the EXTENDED PRICE and the TOTAL BID PRICE. Entering price by hand or typing it is NOT recommended and will result in extra verification staff time and cost for our agency.
- Enter your response in the white rows if you bid on the items as specified. USE THE SHADED ROWS BELOW only for "or equal" items.
- If bidding "or equal" items in the shaded rows, enter manufacturer name and product or catalog number in the said rows. If this information is missing, your bid response may not be considered.
- Enter only one response per item, either in the white row OR in the shaded row. Entering two responses per item will result in an error total of your bid and may render it non responsive.
- Use this Excel worksheet on the website: www.lapavm.org. Complete your bid worksheet, save it, print it and submit it with your bid response. Do not email.
- Note: Bidder shall also state Total Bid Price from this Worksheet in the bid section entitled: BID PRICES VERIFICATION WORKSHEET (Bid page 2 of 8).

BIDDER MUST ENTER ITS NAME HERE: VRide, Inc.

ITEM	MANUFACTURER NAME	MODEL / DESCRIPTION	QUANTITY	NET UNIT PRICE	EXTENDED PRICE	TOTAL BID PRICE
1	FORD	E150 XLT VAN Gasoline-powered 8-Passenger van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 285@3500 RPM, 4 Speed Automatic Transmission	68	\$0.00	\$0.00	\$0.00
or equal	GM	2500 Chevy Express Gasoline-powered 8-Passenger van with 6600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	68	\$800.00	\$54,400.00	\$54,400.00
2	FORD	E350 XLT VAN Gasoline-powered 8-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00	\$0.00
or equal	GM	2500 Chevy Express Gasoline-powered 8-Passenger Van with 8800 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$850.00	\$850.00	\$850.00
3	FORD	E350 XLT VAN Gasoline-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission		\$0.00	\$0.00	\$0.00
or equal	GM	2500 Express Van Gasoline-powered 10-Passenger Van with 8500 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$890.00	\$890.00	\$890.00
4	FORD	E350-Extended XLT VAN Gasoline-powered 12-Passenger Van with 9100 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission		\$0.00	\$0.00	\$0.00

**VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

BIDDER MUST ENTER ITS NAME HERE: vRide, Inc.

MAKE	MODEL	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
GM	3500 Chevy Express	Gasoline-powered 12 Passenger Van with 9100 GVWR, 6.0L V8 Engine, Net HP: 342 @ 5400 RPM; Net Torque: 373 @ 4400 RPM, 6 Speed Automatic Transmission	1	\$910.00	\$910.00

TOTAL BID PRICE (per month):

\$57,060.00

**VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

BIDDER MUST ENTER ITS NAME HERE: vRide, Inc.

MANUFACTURER ITEM #	MANUFACTURER NAME	VEHICLE MODEL	VEHICLE DESCRIPTION	QUANTITY REQUIRED	UNIT PRICE	TOTAL PRICE
Optional Equipment: (Will not be evaluated for award of bid, but LAWA may choose to add to the contract:						
5	Dodge	Caravan	Gasoline-powered 7 Passenger Van with 6050 GVWR, 3.6 L V6 Engine, Net HP: 283@3400 RPM, Net Torque: 290@4400 RPM, 6 Speed Automatic Transmission	1	\$775.00	\$775.00
or equal	Chevy	Traverse	Gasoline-powered 7 Passenger Van with 6411 GVWR, 3.6 L V6 Engine, Net HP: 281@3300 RPM, Net Torque: 268@3400 RPM, 6 Speed Automatic Transmission	1	\$850.00	\$850.00
6	Dodge	Caravan	Ethanol-powered 7 Passenger Van with 6050 GVWR, 3.6 L V6 Engine, Net HP: 283@3400 RPM, Net Torque: 290@4400 RPM, 6 Speed Automatic Transmission	1	\$775.00	\$775.00
or equal				1	\$0.00	\$0.00
7	Dodge	Caravan	Compressed Natural Gas (CNG)-powered 7 Passenger Van with 6050 GVWR, 3.6 L V6 Engine, Net HP: 283@3400 RPM, Net Torque: 290@4400 RPM, 6 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
8	Ford	E150 XLT VAN	Ethanol-powered 8 Passenger Van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 288@3500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	2500 Chevy Express	Ethanol-powered 8 Passenger Van with 8600 GVWR, 4.9 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$800.00	\$800.00
9	Ford	E150 XLT VAN	CNG-powered 8 Passenger Van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 288@3500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	2500 Chevy Express	CNG-powered 8 Passenger Van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$1,016.00	\$1,016.00
10	FORD	E350 XLT VAN	Ethanol-powered 9 Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	2500 Chevy Express	Ethanol-powered 9 Passenger Van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 285@4600 RPM, 6 Speed Automatic Transmission	1	\$850.00	\$850.00

VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET

BIDDER MUST ENTER ITS NAME HERE: vRide, Inc.

ITEM #	MANUFACTURER NAME	DESCRIPTION	PROPOSOR'S SERVICE DESCRIPTION	QUANTITY NEEDED	MONTHLY REPAIR PRICE	STANDARD PRICE
11	FORD	E350 XLT VAN	CNG-powered 9-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	2500 Chevy Expre	CNG-powered 9-Passenger Van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$1,066.00	\$1,066.00
12	FORD	E350 XLT VAN	Ethanol-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	2500 Chevy Expre	Ethanol-powered 10-Passenger Van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$900.00	\$900.00
13	FORD	E350 XLT VAN	CNG-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
Optional Equipment (Will not be evaluated for award of bid, but LAWA may choose to add to the contract):						
or equal	GM	2500 Chevy Expre	CNG-powered 10-Passenger Van with 8600 GVWR, 4.8 L V8 Engine, Net HP: 285@5400 RPM, Net Torque: 295@4600 RPM, 6 Speed Automatic Transmission	1	\$1,116.00	\$1,116.00
14	FORD	E350-Extended XLT VAN	Ethanol-powered 12-Passenger Van with 9100 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal	GM	3500 Chevy Expre	Ethanol-powered 12-Passenger Van with 8100 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$910.00	\$910.00
15			Optional Backing Alarm (Per van price)	69	\$749.00	\$51,681.00
16			Optional Backing Camera (Per van price)	69	\$200.00	\$13,800.00
17			Optional GPS Tracking (Per van price)	69	\$1,200.00	\$82,800.00
18			Optional Wi-Fi (Per van price)	69	\$80.00	\$5,520.00
19			Optional In-Vehicle Vacuum System (Per van price)	69	\$0.00	\$0.00



| 1220 Rankin Drive | Troy, Michigan | 48063 | 248-597-3500 | www.vRide.com

January 14, 2014

City of Los Angeles
Office of Finance
Special Desk Unit
200 North Spring St., Room 101
Los Angeles, CA 90012

RE: Legal name change from "VPSI, Inc." to "VRIDE, Inc."
BTRC License # 805278-0001-7
FEIN # 38-2179784

This letter is to notify your office that the legal name of our company has been changed pursuant to a filing in Delaware, the state of incorporation, and to request that you re-issue our Los Angeles Business Tax Registration Certificate showing the new name.

The previous legal name for our account number 805278-0001-7, as currently shown on your records, was VPSI, Inc. The new legal name has been changed to VRIDE, Inc.

There is no change in the Federal tax ID number, which remains 38-2179784.
There is also no change in the local business address in Los Angeles, and no change in our mailing address, nor any other changes in the business.

I have attached copies of the Delaware amendment to the Articles of Incorporation and also the amendment to the California Certificate of Qualification filed with the CA Secretary of State.

Please send the amended license showing the new name to our headquarters mailing address:

VRIDE, Inc.
1220 Rankin Dr.
Troy, MI 48063

If you have questions or if other information is needed, please contact John Mills at 248-597-3583 or the address listed on this letterhead. Thank you very much for your help.

Sincerely:

John Mills
Tax Manager
VRIDE, Inc.
John.Mills@vrde.com

JOIN US IN TAKING 1 MILLION CARS OFF THE ROAD!

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VPSI, INC.", CHANGING ITS NAME FROM "VPSI, INC." TO "VRIDE, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JANUARY, A.D. 2013, AT 12:10 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



0844475 8100

130096294

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0172949

DATE: 01-28-13

TRANSMITTAL 2

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:37 PM 01/28/2013
FILED 12:10 PM 01/28/2013
SRV 130096294 - 0844475 FILE

CERTIFICATE OF AMENDMENT

TO

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

VPSI, INC.

VPSI, Inc., a corporation organized and existing under the laws of the state of Delaware (the "Corporation") hereby certifies that:

1. The Certificate of Incorporation of the Corporation was amended and restated on December 23, 2010.

2. Article 1 of the Amended and Restated Certificate of Incorporation of the Corporation is hereby amended in its entirety to read as follows:

"1. Name. The name of this corporation is vRide, Inc."

3. This Certificate of Amendment has been duly adopted in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware (the "DGCL"), with the approval of the Corporation's stockholders having been given by written consent without a meeting in accordance with Section 228 of the DGCL.

IN WITNESS WHEREOF, the Corporation has caused its President & Chief Executive Officer, Ann Fandozzi, to execute this Certificate of Amendment on its behalf on this January 22, 2013.

BY:


Ann Fandozzi
President & Chief Executive Officer

**State of California
Secretary of State**

**NAME CHANGE
CERTIFICATE OF QUALIFICATION**

C902555

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the 28th day of April, 2013, there was filed in this office an Amended Statement and Designation by Foreign Corporation whereby the corporate name of VPSI, INC., a corporation organized and existing under the laws of Delaware; was changed to VRIDE, INC. This corporation complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California and as of said date has been and is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
April 30, 2013.



Debra Bowen

**DEBRA BOWEN
Secretary of State**

10

Amended Statement
By Foreign Corporation

A0740073

FILED
Secretary of State
State of California

APR 29 2013

IPC

0902555

vRide, Inc.

[Name of Corporation]

a corporation organized and existing under the laws of Delaware
[State or Place of Incorporation]
and which is presently qualified for the transaction of intrastate business in the State of
California, makes the following statement:

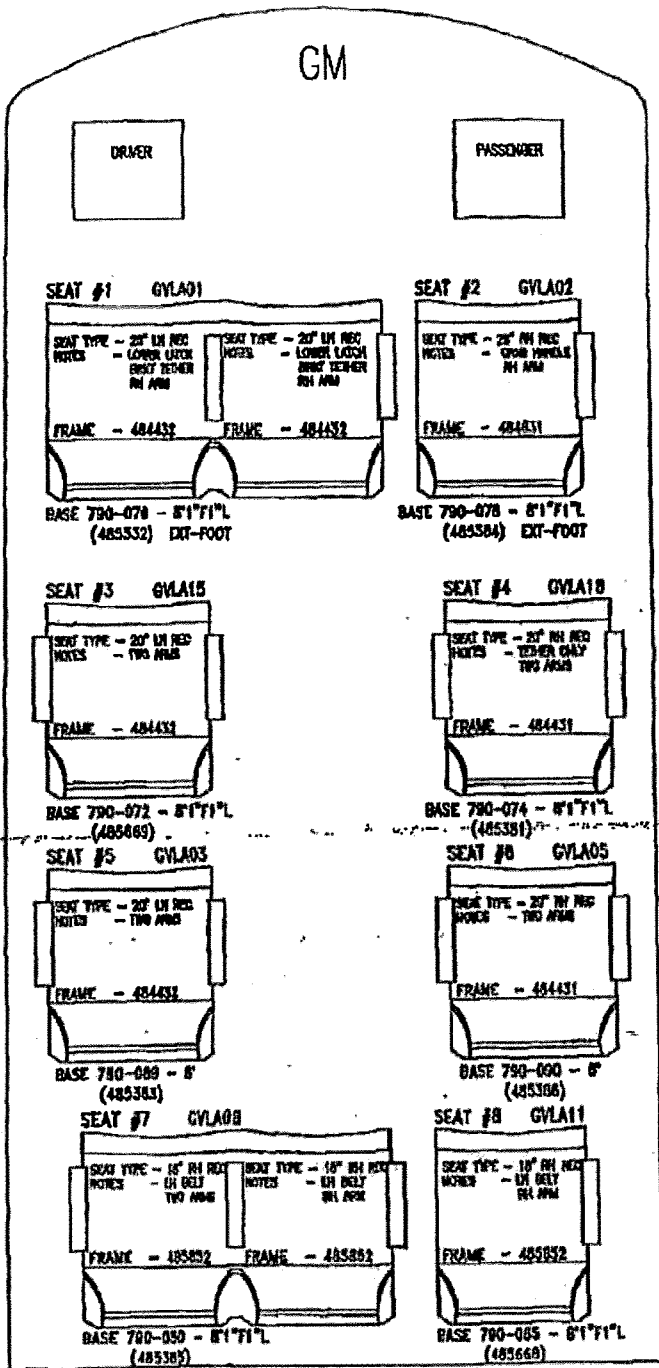
That the name of the corporation has been changed to that hereinabove set forth and
that the name relinquished at the time of such change was _____

VESI, Inc.



[Signature of Corporate Officer]

STEVEN PEDERSON, EXEC. VICE PRESIDENT
[Typed Name and Title of Officer Signing]



RR=RT RECLINER
 LR=LT RECLINER
 RB=RT BELT (top)
 LB=LT BELT (top)

FRAMES -

- (2) 484431 20" RR RB
- (4) 484432 20" LR LB
- (1) 484631 20" RR RB
- (3) 485852 18" RR LB

BASES -

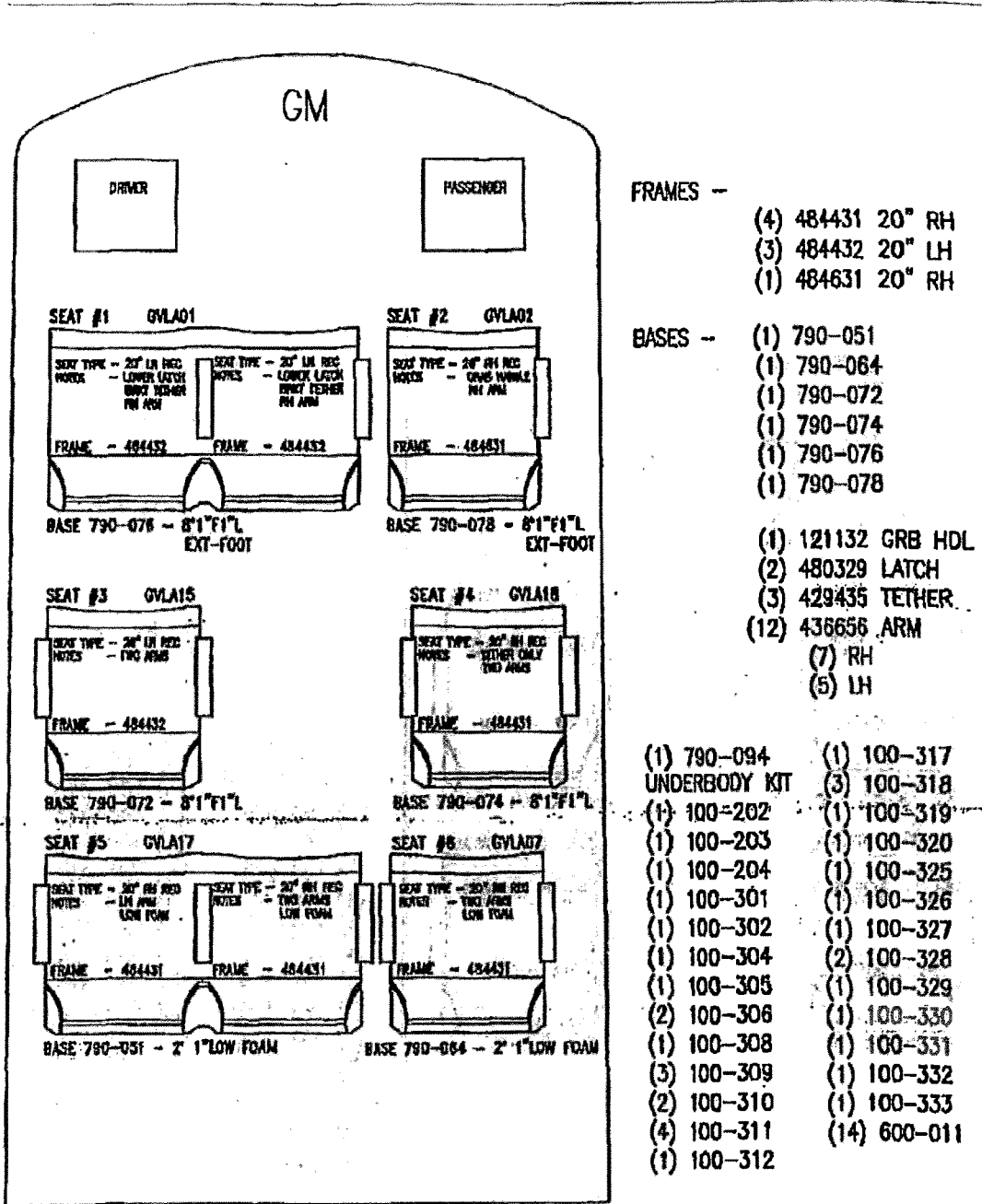
- (1) 790-050
- (1) 790-065
- (1) 790-072
- (1) 790-074
- (1) 790-076
- (1) 790-078
- (1) 790-089
- (1) 790-090

- (1) 121132 GRB HDL
- (2) 480329 LATCH
- (3) 429435 TETHER
- (15) 436656 ARM
- (10) RH (5) LH

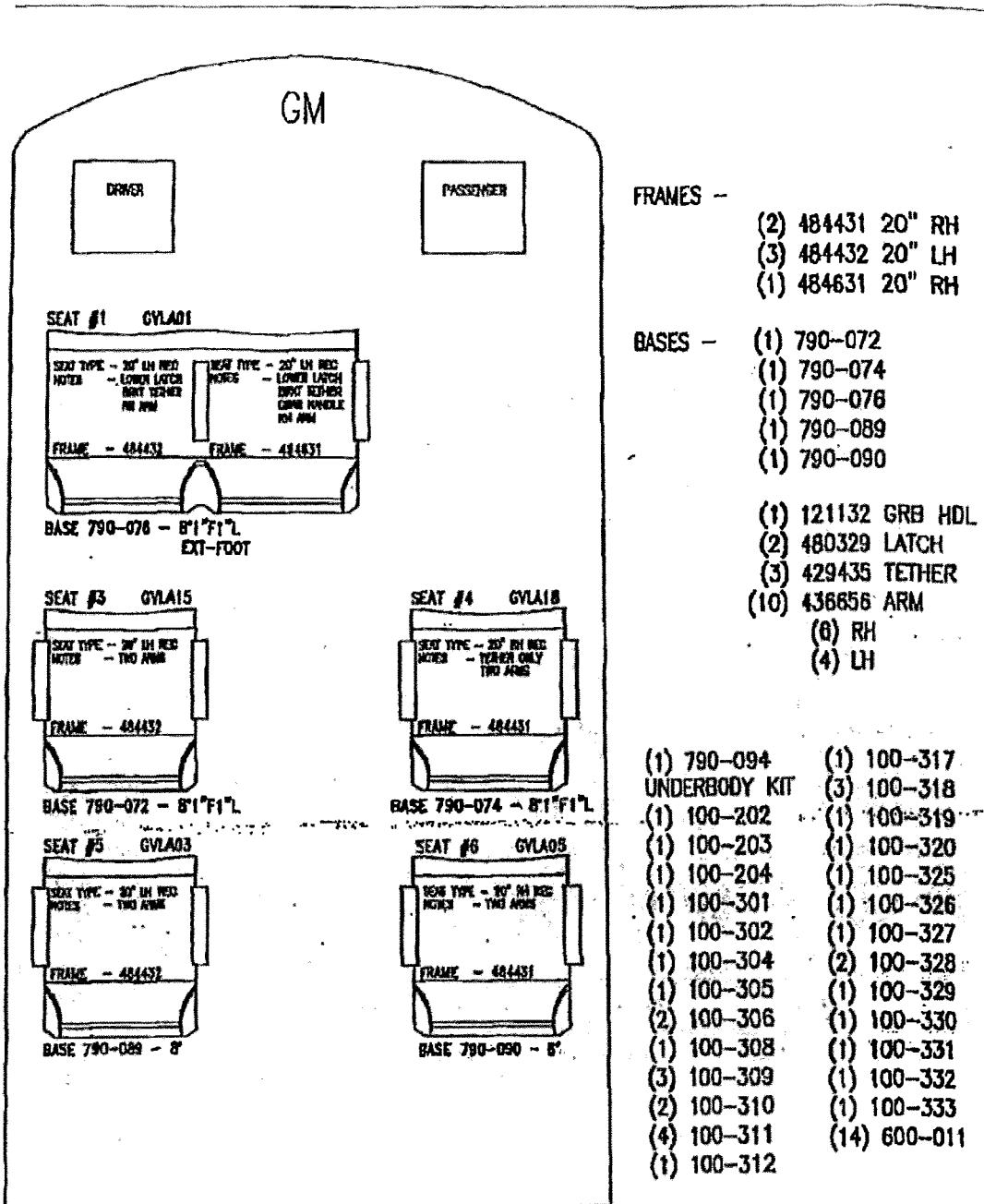
UNERBODY KIT

- (1) 790-083
- (1) 100-161
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- (1) 100-209
- (1) 100-234
- (1) 100-242
- (1) 100-247
- (1) 100-248
- (1) 100-249
- (1) 100-385
- (11) 800-011

**GVLA-12
 12 PASSENGER LUX**



**GVLA-10
10 PASSENGER LUX**



- FRAMES -**
- (2) 484431 20" RH
 - (3) 484432 20" LH
 - (1) 484631 20" RH
- BASES -**
- (1) 790-072
 - (1) 790-074
 - (1) 790-076
 - (1) 790-089
 - (1) 790-090
 - (1) 121132 GRB HDL
 - (2) 480329 LATCH
 - (3) 429435 TETHER
 - (10) 436656 ARM
 - (6) RH
 - (4) LH
- UNDERBODY KIT**
- (1) 790-094
 - (1) 100-202
 - (1) 100-203
 - (1) 100-204
 - (1) 100-301
 - (1) 100-302
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 - (1) 100-331
 - (1) 100-332
 - (1) 100-333
 - (14) 600-011

**GVLA-8
8 PASSENGER LUX**



the c.e. white co.

117 N. KENTON ST. CINCINNATI, OHIO 45202
PHONE (618) 422-2167
FAX (618) 491-2544

PHONE (618) 422-2167
FAX (618) 491-2544
TOLL FREE (800) 422-2167

THE C.E. WHITE CO. DAWN SEAT

LIMITED WARRANTY

The C.E. White Company will repair or replace this product, free of charge, in the U.S.A. for one (1) year from the date of original purchase, in the event of a defect in materials or workmanship.

This warranty is intended for the original purchaser only. A purchaser's responsibility for the product ends at the time of purchase. All purchasers will be required to register their product performance immediately.

This warranty only covers failures due to defects in material or workmanship which occur during normal use. It does not cover damage which occurs in shipment or failures which are caused by products manufactured by the C.E. White Company or others which result from accident, misuse, abuse, neglect, mishandling, misapplication, alteration, modification, maintenance, or failure by anyone other than the C.E. White Company, nor damage that is attributable to fire or flood.

LIMITS AND EXCLUSIONS

The C.E. White Company will not be liable for special, incidental, consequential or punitive damages, including but not limited to, loss of goodwill, profit, or revenue, loss of use of the product or any associated equipment, loss of substitute equipment, loss of productivity, or claims of any party dealing with the buyer for such damages, resulting from the use of this product or arising from breach of warranty or contract, negligence, or any other legal theory.

All express and implied warranties, including the warranties of merchantability and fitness for a particular purpose, are limited to the applicable warranty period set forth above.

Some states do not allow the exclusion or limitation of consequential damages or limitations on how long an implied warranty lasts, so the above exclusions or limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If a problem arises with this seat during the warranty period contact:

**THE C.E. WHITE COMPANY
117 N. KENTON STREET
NEW WASHINGTON, OHIO 45341**

(618) 422-2167

FAX (618) 491-2544

THIS FORM MUST BE OBTAINED FROM
WEBSITE TO BECOME ELIGIBLE



AND UPLOADED TO THE WWW.LABAVN.ORG
DO NOT SUBMIT THIS FORM WITH YOUR BID.

**LOCAL BUSINESS CERTIFICATION
AFFIDAVIT OF ELIGIBILITY**

Name of Firm vRide Inc. BAVN Company ID Number _____
Business Address 1220 RankIn Drive
City, State, Zip Code Troy, MI 48083
Telephone Number 248/597-3500 Fax Number 248/597-3501 E-mail Address crissy.ditmore@vrider.com

I declare that vRide Inc. (Firm's Name)

1. Occupies work space within Los Angeles County, and can submit proof of occupancy to the City of Los Angeles by supplying evidence of a lease, deed or other sufficient evidence demonstrating that it is located within Los Angeles County.
2. Is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Los Angeles or Los Angeles County taxes.
3. Can demonstrate compliance to one of the following:
 - a. at least 50 of its full-time employees perform work within the boundaries of the Los Angeles County at least 60 percent of their total regular hours worked on annual basis; or
 - b. at least half of its full-time employees work within the boundaries of the Los Angeles County at a minimum of 60 percent of their total regular hours worked on annual basis; or
 - c. Is headquartered in Los Angeles County. Headquartered means that the business physically conducts and manages all of its operations from a location in the County.

I declare under penalty of perjury that the foregoing is true and correct.¹

SIGNATURE [Signature] Title Vice President, Government Relations

Printed Name Jon W. Martz Date January 29, 2014

Certified Local Businesses are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on City contracts in excess of \$150,000. Preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County. Preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials at a business location in Los Angeles County. The maximum bid or proposal preference shall not exceed One Million Dollars (\$1,000,000) for any Bid or Proposal.

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every two (2) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

¹ Knowingly and willfully providing false information is a violation of the City Ordinance #181910 and could subject you to fines, contract termination or debarment from transacting business with the City. Business owners claiming eligibility to the Local Business Preference Program criteria must sign this affidavit.

vRide believes a vanpool community is actually a "Transit Village," a third place between home and work where individuals can network, relax and create community. It is our goal to create the easiest, most reliable service, so that participants can focus on the experience itself, and not operational requirements. We are creating community through the commute. We believe that commuters in these Transit Villages arrive at work relaxed and ready to start their day. The longer they participate in the program they experience an increase in their quality of life due to lowered commuting costs and decreased stress from their daily driving requirements.

To achieve this goal, vRide employs a highly sophisticated end-to-end user experience that attracts and retains our customers. Many of our customers become extensions of our own family. They share their lives with us including promotions, births of their children and grandchildren, and personal achievements. We take this responsibility to the community very seriously. The Transit Villages we create are extensions of who we are as a company, and our proposal will outline how we achieve this community status while aggressively growing the number of vanpools to the benefit of Los Angeles World Airports and their partner agencies. By creating the most enjoyable experience, we can keep attrition to a minimum. Making sure customers are happy will reduce churn and the rework that goes into filling empty seats. Our growth strategy is all inclusive of our personal touches, and relies on our reputation for extraordinary customer service.

There are other vanpool providers out there, there is no competition. Only vRide provides the high level of service, the comprehensive project methodology and the measured customer satisfaction LAWA seeks.

vRide takes great pride in working with our customers, both private and public, to develop innovative transportation solutions. vRide has the most experience providing commuter vanpools on behalf of public and private organizations across the United States and Europe. We have the financial ability and management capability to meet and exceed the objectives of the LAWA Vanpool Program. vRide is eager to continue on the course of growing the LAWA fleet, reducing vanpool churn, filling open vanpool seats as they occur, maintaining high passenger efficiency levels, and delivering world class service to California LAWA Vanpool commuters. We have a shared vision for growth and are experts in the area to achieve the growth you are reaching for.

Management Capabilities

Our team of executives is expert in their respective areas. They are fully engaged in the day-to-day operations of our programs. Other providers have shown they merely have passive leadership and would likely not even know how to hold a vanpool group formation meeting. At vRide our leadership has an established professional history and a daily focus on the operations of our ridesharing services and innovations, most important of which are our vanpool project offices. Each one of our officers is ready to answer any question for you at any time. You can go directly to the person that you want to answer your question, because you know them by name. If you want to know about the upcoming model year, you can call Mike Muehmel and he will personally take your call. If you need to know more about new FTA guidance you can call Jon Martz and he will personally handle your inquiry. These are just a few examples to reiterate that our entire company is completely dedicated to vanpool services.

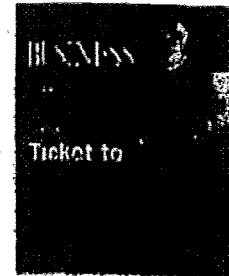
Saying we are experts in our field is not an empty platitude. There is a reason why our employees are consistently elected to leadership positions in national trade and membership associations. Our most experienced employees have been part of the company since the beginning. Numerous vRide executives have been labeled national "experts" have been named industry "champions" and "emerging leaders" in the field of Transportation Demand Management. Our marketing programs have received accolades from ACT and multiple APTA "Ad Wheels" have been awarded.

Today, vRide has over 160 full-time, vanpool-dedicated representatives; many centralized in our corporate headquarters to create efficiencies and economies of scale allowing for specialization in the vanpool business that is unsurpassed.

Corporate Staff

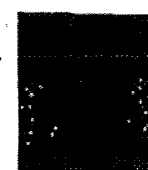
Ann Fandozzi, President and Chief Executive Officer

Ms. Fandozzi has overall responsibility for corporate operations. Ann brings a wealth of experience, domain expertise, and a strong track record of transformational leadership to vRide. Most recently, Ann served as the Vice President of E-Commerce and Direct-to-Consumer at Whirlpool Corporation. *During her tenure there, she also led the "Sears Team" that oversaw that company's largest customer account.* Prior to joining Whirlpool, Ann worked at DaimlerChrysler, where she led global product marketing, development, and strategy for the minivan product lines. Ann currently serves on the Board of Directors of Bright Automotive and Pinnacle Foods. She holds an MBA Wharton, an MSE in Systems Engineering from the University of Pennsylvania, and a BE in Computer Engineering from the Stevens Institute of Technology.



Jim Kessler, Chief Financial Officer

Mr. Kessler is the Chief Financial Officer of vRide. Kessler last served as Executive Vice President - Chief Financial Officer and Chief Operating Officer of City Sports, an award-winning specialty sports retailer serving metropolitan athletes and active lifestyle enthusiasts. Kessler built his 19 year career through many positions which included; Corporate Controller and Vice President Finance - Strategy, Analytics and Planning. He also served as Vice President - Merchandise Supply Chain and Vice President of Operations and Administration during his tenure at Pep Boys. Now as Chief Financial Officer of vRide, Kessler oversees all finance and accounting functions. Kessler is a graduate of Saint Joseph's University with an MBA Concentration in Finance and a B.S. in Financial Management.



Jeff Bell, Chief Marketing Officer

Mr. Bell has been with vRide since August of 2012 and in that time has been instrumental in the development of our new technological advances. He has seen much success with customers since his implementation of the vRide mobile app, and continues to update those systems. Most recently, Bell had been Corporate Vice President, Global Marketing, Interactive Entertainment Business (IEB), for Microsoft Inc. (MSFT) and Managing Partner of Jeff Bell LLC, his consulting firm, which provides services to Fortune 50, Private Equity and Venture-backed firms. Before joining vRide, Bell launched the all-new www.biggestloser.com web site and subscription business for NBC Universal. Jeff is the marketing brain behind the brand turnarounds for Jeep and Chrysler, "That thing gotta hem!", "stow and go", the breakout video games "Halo 3", and "Guitar Hero 2", just to name a few.



John Plecha, Executive Vice President of Sales

John brings a wealth of Sales and Marketing experience to vRide. During his 25+ years at Chrysler Corp he held numerous field and Headquarter positions in both Sales and Marketing. As head of Sales Operations John developed and managed the nationwide sales strategy for the Company including all national US incentive activities. In addition, he successfully managed the two largest volume Sales regions in the US Market (SE & MW). As the Director of Jeep product development and Brand Marketing he was responsible for bringing six all new Jeep models to market. John also served as the Director of Marketing for the Chrysler Brand at a transformational time in the namesake Brands' history. John holds a BA in Economics from Ohio Wesleyan University.



Steve Pederson, Executive Vice President - Fleet & Risk Management

Mr. Pederson, with more than thirty years of vanpool experience, is responsible for the company's vehicle purchasing, in-vehicle product development, maintenance management, insurance administration, risk management, and vehicle disposal activities. Mr. Pederson began working with vRide in 1980 as a project manager. Based on his field performance, he was promoted to a series of roles - national



marketing manager and director of field operations – which led to his appointment to the position of Vice President of Fleet Operations Inc. His responsibilities cover a fleet of ~8,000 passenger vans and ~30,000 drivers serving ~55,000 daily commuters. Steve says his primary responsibility is to make sure our vanpoolers arrive at work and at home safely - everyday.

Steve is an active member in several fleet and risk management organizations, including the Automotive Fleet & Leasing Association (AFLA), the National Association of Fleet Administrators (NAFA), and the Risk and Insurance Management Society (RIMS). It is noteworthy, in 2005, he was nominated as one of only a handful of candidates for "Automotive Fleet" magazine's prestigious "Fleet Manager Award". Steve has a Bachelor of Science degree in Business Administration from the University of Minnesota and post graduate studies at the Carlson School of Business

Diane Turek Pire, Vice President – Human Resources

Ms. Turek Pire is Vice President of Human Resources for vRide, Inc. overseeing all functions related to human capital. Diane has over 25 years' experience in human resources in both the financial services and hospitality industries before joining vRide on April 1, 2013. Most recently, she was Senior Vice President, Human Resources at Wyndham Hotel Group, overseeing the HR function for managed hotels worldwide as well as the customer call center in St. John, Canada. She has also served on the board of Big Brothers Big Sisters and remains active in that organization. Diane holds a Bachelor's degree from Mount Holyoke College and a Masters in Business Administration from Rutgers University.



Jon Martz, Vice President - Government Relations

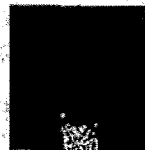
Jon is responsible for all aspects of vRide's federal and state government affairs and public contract sales. Prior to serving in this role he was responsible for strategic market planning and new business development. His efforts have resulted in the leveraging of federal funds to regions via National Transit Database Reporting and the Private Investment in Commuter Vanpooling Act, a provision included in MAP-21. Jon was formerly Director of Research at the Joint (FTA-FHWA-TXDOT) Center for Urban Mobility Research at Rice University in Houston, Texas. He served the FTA Office of Budget and Policy of the Federal Transit Administration as a consultant on private sector involvement in public transportation, transit service contracting, innovative highway and transit financing, and as an instructor of activity-based cost analysis for transit agencies.



Mr. Martz is a contributor to the National Journal's "Transportation Experts Blog," an on-line discussion among key policymakers and other experts on the issues facing the nation's transportation systems and infrastructure. Jon, a civil engineering graduate of the University of Cincinnati, is a frequent speaker at conferences in the United States, Canada and Europe on the policy and financing issues facing the public transportation community.

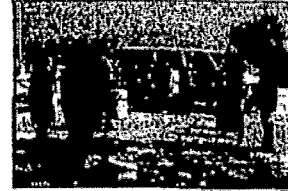
Mike Muehmel, Executive Director - Operations

Mike is a results-oriented professional with a proven record in the planning and development of innovative new products from concept through production to renewal. Mike is an insightful voice of the customer with a demonstrated ability to conceptualize, plan, design, develop, build, and sell world-class products that provide value and create long-term profit growth. He is known for his proactive leadership with working relationships built on mutual respect and collaboration. His strengths in analytical thinking, problem solving, and written and verbal communication skills have laid the foundation for his successful career history. Mike joined vRide in 2012 and has been working on long term vehicle product strategy and serving as the primary departmental liaison with IT, marketing, and customer initiatives on issues related to internal process changes and technology integration. Mike is uniquely qualified to this position as he brings to the position over 25 years of OEM experience first at Chrysler and then at Bright Automotive.



Staffing Commitment

We do not have any conflicting interests in other business models that do not contribute to commuter focused driving alternatives. vRide's commitment to the LAWA Vanpool program is that we operate our service in California from offices that are regionally located within the state. Additionally, there is regional support staff that will have direct contact with the LAWA service. LAWA has access to extraordinary resources through our corporate support staff allowing our local staff to remain 100% committed to the needs of area commuters and the expansion of vanpooling in the region. vRide is an EEO Employer. All new positions specific to this area will be provided to LAWA's First Source Hiring office for posting on the LAWA website.



Local Office: vRide Inc. • 750 The City Drive Suite 450 • Orange, CA 92668 • Tel: (714) 980-1900

Local Staff

California Based Staff

- Customer Care Mgr – James Appleby
- Customer Care – Lori Frausto
- Customer Care – Tanya Licon
- Customer Care – Juli Baker
- Customer Care – Nancy Schmitz
- Delivery Driver – Michael Pospisil

Regional Staff

- Regional General Manager (RGM) - Debbie Asbacher
- Regional Customer Care- Becky Stull
- National Account Executive – Tracy McConnell
- Government Account Executive - Crissy Dymore

Corporate Headquarters Location

Located in Michigan by virtue of our early Chrysler ownership, vRide will provide support to local and area personnel to fulfill the requirements of this proposal. Our corporate headquarters is located at:

vRide Inc. • 1220 Rankin Drive • Troy, MI 48063-6064 • Tel: (248) 597-3500 • Fax: (248) 597-3501

The corporate headquarters is open Monday through Friday from 8:15 a.m. to 6:00 p.m. (EST) with an extended schedule for the vehicle maintenance department. To improve efficiency and provide consistent implementation of policies and procedures, vRide has centralized certain staff functions in the Troy, Michigan headquarters. The Company's operational policies and business development responsibility are implemented through a Regional General Management team. Each RGM has responsibility for a number of local service centers. The local market offices ensure vRide is responsive to our customers' needs, manage their local fleet and ancillary services, and follow business development opportunities. This mix of centralized and decentralized expertise provides California and other cited locations with national scalability and regional execution. This alignment of functions and responsibilities has enabled the company to manage national operations on an extremely cost-effective basis.

Professional Associations and Affiliations

vRide has held a leadership role in our industry trade association, the Association for Commuter Transportation (ACT) since its inception. vRide management has organized national conferences, vanpool summits, legislative summits, presented at national conferences. vRide is also a member of the following national associations and our executives serve in leadership capacities on several boards:



- American Public Transportation Association
- Automotive Fleet and Leasing Association
- Risk and Insurance Management Society
- National Association of Fleet Administrators

- Community Transportation Association of
- International Facilities Management Association
- Society for Human Resource Management
- International Parking Institute

Many private employer vRide clients recognize the value of providing cost effective, environmentally friendly commuting alternatives for their employees. Private clients like Qualcomm, Chevron, Best Buy, Intel, Hewlett Packard, Pfizer, and a wealth of others throughout the country use vRide's vanpooling services to help employees get to and from work every day and to attain for themselves the Best Workplaces for CommutersSM (BWC) designation. We remain committed to helping our partner agencies and employers reach and exceed high standards of environmental recognition.

vRide has been innovative in developing applications of funding mechanisms to vanpooling, and has endeavored to stay abreast of technological developments that will enable the Company to meet the requirements for gathering and reporting information that will follow tax law changes and customers' demands for real-time accountability.

vRide will be the only firm carrying out the work of the IFB if we are chosen as the winning proposer. We do not anticipate the use of any subcontractors at this time.

Our marketing and sales efforts on your behalf are designed to

- 1) Grow the LAWA Commuter Vanpool program, and
- 2) Make it a well-recognized service
For LAWA employees.

Contracting Competency and Public Sector Experience

The relationships vRide has with various State Departments of Transportation, local Metropolitan Planning Organizations and transit authorities are a model public/private partnership working to the benefit of the commuting public. Our expertise in this area is unmatched in the industry. We have the experience to get your program to where you want it to be. vRide boasts a flawless history of federal policy compliance and audit scrutiny and as a current vendor for the LA Metro program we understand the need for reporting. We have a strong reputation for ethical standards and consistent performance.

Project Methodology

vRide operates under standard project management tools to initiate, plan, execute, monitor and control, then close our projects. These project management tools provide development of project documents that include monthly, quarterly, and annual reporting for internal uses. We continually analyze project information to ensure that costs have been accounted for properly. Though rare, when omissions occur we act quickly to resolve them. To prevent omissions these levels of oversight assist our employees by giving multiple levels of scrutiny before reaching the final outcome. Our integrity is important to us, and that is why we continually improve on our processes to ensure we are doing right by our clients.

Our sales approach is based in team selling, which reinforces our belief that our transit villages require constant and ongoing support even after the initial sale is made. Retention is just as important as new sales, and therefore our team sales approach allows each employee to understand their role in the ongoing relationship with our customers. Expanding into new market sectors within the region will be an ongoing target.

The Program Administration processes include the use of vRide's internal proprietary programs that allow each level of administration have access to real time information regarding the status of project development and needs. The Fleet Management tool, "Fleetwave", allows us to properly track maintenance as well as inventory location. The vRide "Intranet" allows all employee access to all Standard Operating Procedures, and project accounting tools among other things. The vRide ride matching platform gives our employees a host of background information on group formation status, and group status as a control measure to prevent churn.

Audit and Records Management

vRide establishes and maintains appropriate accounting and auditing records and has in place controls that are in accordance with generally accepted accounting principles. vRide has provided service to a number

of government agencies that have audited vRide's accounting systems and found it to be acceptable by current standards. Additionally, vRide provides on-going consistency and cross-checks by hiring an independent auditor to audit financial statements and assess the accounting procedures of vRide. All financial records for the program will be maintained at vRide's corporate headquarters. Employee payroll checks are processed by ADP, directly deposited to employee accounts, and confirmation statements are distributed directly to employees. Tax liabilities are paid by ADP and charged to vRide.

Insurance

Each vehicle will be provided with evidence of auto liability insurance, state authorized self-insurance, excess liability insurance, or a combination thereof up to the combined single limit of liability of \$1,000,000 each accident. vRide will certify that adequate insurance coverage will be in effect for the duration of the contract.

General Commercial Liability; General and Commercial Liability	\$1,000,000 Per Occurrence; \$2,000,000 Aggregate
Collision Coverage	Self-Insured/Full Value No Deductible
Worker's Compensation Coverage	Minimum Statutory Limits
Agency Additional Insured	No Additional Charge

vRide's auto insurance is currently with Zurich American Insurance Company. Zurich has an A.M. Best Financial Strength Rating of A+ (Superior).

Worker's Compensation policies and Unemployment Compensation coverage given to vRide employees will not be provided to the vanpool drivers. The drivers will not be employees of vRide, but will be classified as volunteer drivers in a ridesharing arrangement.

All insurance coverage applicable to the vanpool program, other than Worker's Compensation insurance shall include LAWA as an additional insured on vRide's certificate of insurance. Evidence of coverage will be provided in each vehicle in the form of an insurance card. The specified insurance coverage will be in effect for the life of the contract. The Insurance Certificate will provide for a 30 day written notice of cancellation provision for LAWA.

No-Deductible Insurance Coverage

vRide will not charge the vanpool driver or authorized back-up driver any deductible fee for collision claims. vRide has adopted the "No-Deductible" Policy to ensure that drivers do not hesitate to report and/or schedule repairs on their vehicles. This will ensure that every vehicle is kept in optimum condition; maximizing safety and positive public relations.

Indemnification

vRide agrees that it will indemnify, defend and hold harmless LAWA and its members, officers, officials, employees (except those who are also vanpool drivers*), agents and volunteer workers against all claims, damages, losses, and expenses, including attorneys' fees, arising out of the performance of this contract, including any claim, damage, loss, or expense that may arise out of or be related to the operation or maintenance of any vehicle used as a part of this contract, except where caused by the sole negligence or willful misconduct of LAWA and its members, officers, officials, employees, agents and volunteer workers.

*Notwithstanding anything to the contrary in this General Conditions, vRide shall have no obligations, including obligations of defense or indemnity, under this paragraph with respect to any driver or rider in any vanpool leased, created or arranged by Contractor/Supplier (including, without limitation, any employee of LAWA, any employee of any entity that comprises, or is a member of, or any member of the Board) in their capacity as a driver or rider in any such vanpool. Contractor/Supplier shall provide certain limited indemnity to the vanpool drivers who are also employees as defined above who sign a volunteer driver agreement, alternate volunteer driver agreement or three party volunteer driver agreement satisfactory to vRide.

Overview

Our "national scale with regional execution" allows us to provide world class service at very reasonable fares. The cost effectiveness of our programs are why our customers choose our service over and over again. vRide certifies that it has the necessary resources; human and financial, to provide the services required by LAWA. vRide is owned and backed by TPG Growth, one of the largest global private investment firms in the world with approximately \$50 billion in committed capital.

The leadership position vRide enjoys as the largest private provider of commuter transportation services and our long-standing record in the industry make us uniquely qualified to provide the services required for the LAWA Commuter Vanpool Program.

We provide total industry expertise to those in need, even if the programs requesting the information are not our own. It is our corporate responsibility toward knowledge transfer and professional courtesy that prompt our leadership in professional organizations that increase ridesharing opportunities and the advancement of TDM nationwide.

vRide does not provide other vehicle rental services that could diminish the focus on the services LAWA is seeking in its Invitation for Bid.

vRide's Successful Track Record

vRide is the only experienced, private vanpool company that dedicates all of our resources for the sole purpose of providing world class turnkey vanpool services by innovating commuter options. The growth of the company can be attributed to two important principles— safety and customer satisfaction always come first! Other providers try to say they are the "fastest growing vanpool company," but the hard numbers tell another story. We have a long term sustained growth history even throughout difficult economic circumstances. We have averaged a 50% growth rate companywide every five (5) years. Our reliability is one of the reasons why we are the trusted partner of so many transit agencies.

vanpool program in addition to the exact environmental savings that are a direct result of this low cost and high yield program. Our goals are the same as yours. We look forward to accommodating expanded service, providing performance based evaluations, and continually upgrading our technological advances if LAWA decides to utilize the vRide matching platform option.

The LAWA Vanpool Program has immense opportunity for growth. vRide is a proven, trusted partner for large companies and agencies nationwide and we look forward to earning your business. We are not only the most qualified, but we are the most innovative; investing in program improvements that will deliver the highest level of customer satisfaction. As your partner we have proven our flexibility in program administration and remain willing to make adjustments as needed and includes amending terms when Federal, State, or Local changes in regulation require it.

Staffing Operational Support

vRide's staffing plan provides a leadership team that specializes in program marketing, fleet operations management, superior customer relations, and a state-of-the-art online billing system. For example customers tell us our billing system is convenient and easy to use and provides tools to drivers to view ridership rosters each and every month. vRide provides our staff with all supplies they will need to carry out the work of the contract, including all office supplies, computer equipment, phones, iPads for vehicle deliveries, etc. The costs for these materials are incorporated into the lease rate.

Business Development and Retention

vRide is staffed appropriately to anticipate and reduce terminations through active marketing and recruitment techniques. Our local staff has day-to-day responsibilities in marketing with an emphasis on new business development as well as recruiting riders to fill empty seats. We help the groups with every step of the way and determine the best course of action on an individual van basis. This is a proven technique as seen in our growth and continually high capacity rates. We are looking forward to meeting your current needs, but also expanding the service at each facility, LAX, ONT, and VNY.

vRide operates in a very dynamic environment. Our processes and programs are constantly reviewed, enhanced, and improved within a quality control environment that is unmatched in the industry. The cycle of change is a benefit to our contracting agencies as well as our clients. We constantly try to come up with new and better ways to make vanpooling as simple and easy as possible.

Group Formation - New Groups

Each group is assigned and clustered based on proximity to home and work locations. Arrival and departure time for work schedules are taken into account to streamline commute travel times. Existing groups are monitored for overlap so that efficiencies can be identified and groups reassigned to help each group keep their cost as low as possible. Our vRide customized ride matching platform groups applicants according to set criteria. Once the group has enough riders, a group formation meeting is scheduled to determine final options. All group logistics are decided upon as a group and can include:

- Set a start date and time
- Identify drivers
- Set ground rules and assign responsibilities
- Determine van delivery date
- Determine route, pickup point, times
- Estimate fares for fuel and parking
- Fulfill requirements for driving a vanpool

Our primary goal is to form a vanpool. If there is not enough of a commitment from the employees to form a vanpool, our secondary goal will be to form carpools.

All new vanpool groups that qualify for the LA Metro subsidy will be given instruction on how to register for the subsidy to further lower the total cost for LAWA.

Marketing Overview

Increasing the number of vanpools in the LAWA Vanpool Program is vRide's primary goal. The current fleet of vehicles features the unique and recognizable LAWA branding. The logo by itself provides a valuable number of impressions and presents a positive image for vanpooling in the region. In addition to this

"rolling" advertising, vRide conducts outreach activities to continuously promote the regional program, which can depend on the market and will be decided upon by mutual agreement of activities between LAWA and vRide. To highlight a few options; integration of marketing in social networking platforms such as Twitter®, Facebook® and LinkedIn® will occur in the overall marketing strategy and word of mouth advertising, the 800 toll-free number, and access to a specific LAWA website (unless LAWA elects otherwise). vRide will place logos on only the rear of the vehicle to assist in fleet status so that the vehicles can be registered properly. The discount for allowing vRide logos on the rear of the vehicle is included in the total cost as reflected in the attached pricing matrix. Any other markings, such as those that may be required for use of local subsidies will be discussed with LAWA in advance.

Marketing Objective

As a partner, vRide welcomes any suggestions of marketing opportunities that LAWA would like us to participate in. We will never forget... We work for you!

- Support and/or assist Local Transportation Management Organizations (TMOs) with the promotion of vanpool options as well as recognition of other transit options available to potential commuters.
- Develop a marketing plan focused on growth and retention using various marketing strategies.
- Coordinate and share information with all partners in a timely manner.
- Attendance at specific events that employees will attend as requested by LAWA.

Marketing Strategy

vRide will base general marketing and outreach on four premises:

- You can **SAVE MONEY!** Demonstrate the savings via general and targeted media, web, and mobile experiences. Show that vanpools are just plain smart.
- You can **SAVE TIME!** Quantify and communicate these benefits via all mediums. Promote the productivity and relaxation benefits of vanpools.
- We can **SAVE LIVES!** Promote the safety of vanpools, carpools, and public transportation. Use public and targeted media to make this point.
- We can **SAVE OUR ENVIRONMENT!** Share the savings in emissions, gas, and wear and tear on our public infrastructure. Show that vanpool riders can do well while they are doing something good for themselves.

Over the past 37 years we've built vanpool programs for some of the largest employers in the country. We will continue to work toward employer education and engagement in relation to employee commuting behavior.

vRide's Marketing Strategy was developed with four (4) key factors in mind. Marketing activities should:

- Coordinate with TMOs and surrounding employers whenever possible.
- Target market segments with the highest potential for traditional vanpooling.
- Promote LAWA sponsorship, and the economy of the service.
- Provide presentations, customized marketing materials, social networking opportunities, and GIS cluster analysis.

Cluster Analysis

Commuter Cluster Analysis is one method vRide uses to identify groups or "clusters" of employees at an employer location who are good candidates for vanpooling and other modes of transportation such as transit or carpooling. Specific to employers, this analysis visually shows the employees whose commutes overlap geographically.

Using software to geo-code home locations and the work site location, vRide prepares graphic presentations for the employer that serves as the basis for forming a targeted on-site marketing campaign. Cluster maps are also beneficial during Group Formation Meetings.

Accounting and Financial Controls

The financial strength of our company, including a demonstrated ability to procure comprehensive insurance, sound financial and cash management controls, a clean audit history, and a multi-million dollar line-of-credit collectively enable vRide to provide all assets required for the program.

vRide establishes and maintains appropriate accounting and auditing records and has in place controls that are in accordance with generally accepted accounting principles. vRide has provided service to a number of government agencies that have audited vRide's accounting systems and found it to be acceptable by current standards. Additionally, vRide provides on-going consistency and cross-checks by hiring an independent examiner to audit financial statements and assess the accounting procedures of the Company. All financial records for the contract will be maintained at vRide's corporate headquarters in Troy, Michigan.

Financial Tracking Reports

A General Ledger is maintained for all assets, liabilities, income and expense accounts and is the source for preparation of monthly financial statements. Monthly financial statements include:

- Balance Sheet
- Property Statement
- Income Statement
- Inventory Statement

The following reports are prepared as management and decision-making tools for vRide staff:

- Accounts Receivable and Aging Report
- Budget Variance Report -- Income/Expense to Plan
- Maintenance Report Customer

Budget Controls

vRide has developed a financial management system that includes preparation of an annual budget and a monthly expense/budget report. The monthly budget is compared to actual monthly expenditures and variances are thoroughly researched with staff and corrective action is taken where necessary. There is an emphasis on accurate and timely reporting of financial information.

Purchasing and Disbursement Controls

vRide has a system to authorize payment that includes the issuance of purchase orders, authorization numbers for vehicle maintenance and repairs, and leases for commercial rental property. Accounts payable staff reviews all invoices, verifies proper approval authority, ensures purchase orders are in place, and issues payment of invoices. Small cash expenditures (typically under \$100) for which it is not practical to issue checks are handled through a petty cash fund. Petty cash reports are submitted and tracked for such disbursements.

Americans with Disabilities Act (ADA)

In accordance with the Americans with Disabilities Act (ADA) vRide has risen to the challenge of providing equal service to all commuters regardless of physical ability. Therefore, we have developed accessible vans in our commuter vanpool portfolio of service options. Should the LAWA require an ADA vehicle at any time, vRide can provide accommodations to meet the specific needs of each request. It is assumed that elderly and physically challenged persons who are ambulatory or semi-ambulatory could effectively utilize regular vanpool service with only relatively minor (if any) alterations to the existing system. vRide can provide assistance items such as running boards, pull-up bars, etc. to serve the needs of the semi-ambulatory.

To serve the needs of the non-ambulatory, vRide can provide accessible conversion vehicles for use in the program, which meet current ADA regulations. vRide keeps at least one fully converted wheelchair accessible vehicle on "standby" in the fleet at all times. This vehicle can be deployed to the area it is requested quickly, and then the "reserve" vehicle is replaced. Vehicles will be made available within

30 days of vRide receiving fully completed and approved paperwork for the primary and at least two alternate drivers.

vRide Website Capabilities

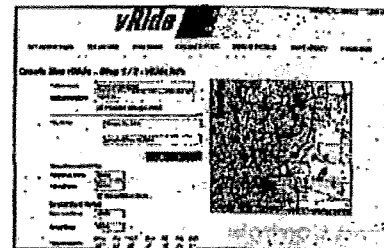
In an effort to meet the demands of our commuters, we are pleased to announce the all new vRide.com—a state-of-the-art ridesharing platform offering interactive tools making it easier than ever to locate existing vanpools or start new ones.

At LAWA's option, and for no additional fee, we can migrate to the vRide technology platform for ride matching. Our continuous upgrades of the system are part and parcel to our program's services, which means our continuing improvements will be at no cost to you. Most matching platforms have upgrades that require additional future expenditures. Ours does not, and provides for a more intuitive commuter interaction than their counterparts. Should LAWA desire, a demonstration of the platform can be arranged. The most visible changes to our website is higher quality service, a more robust passenger recruiting capability, resulting in more vans on the road.

vRide Matching Services

Customers want on-line tools and automation from the services they use. vRide's forward-thinking philosophy and leadership has launched cutting edge, value-added services to our vanpool customers, our public agency partners, and vRide's corporate clients.

There are many times when new applicants do not match existing vanpools, or may not have quite enough riders to start a new van. We don't want to lose those potential customers, so our new matching database captures them through carpool matching as well. As time goes on, there may be more people that match, and 2 carpools could merge and become a vanpool. This value added service is a win-win for California and local commuters. They can locate fellow commuters using our matching site, and once they are registered, vRide can monitor their future matches and see if a vanpool becomes an option. Since LAWA receives formula funding it is in your best interest to consolidate as many carpools into vanpools as possible and reap those financial rewards to further invest in the program. **Website Link:** It is our hope that LAWA and employers will link their website to vRide's vanpool website, www.vride.com. This will allow commuters, employers, and agencies to benefit from the joint marketing efforts.



Getting Started

Upon accessing the vRide.com site, visitors are given an easy-to-view graphic image of the carpool/vanpool network in their area based on the addresses they provide. The visual impact of the commuter network will entice the user to register in order to view more detailed information about active carpools and vanpools, as well as new groups that are in the process of forming. Searches from different origination points can be generated and then saved to run again when needed. This is a great feature for users that find no demand nearby their home, but do find viable options if they drive a few minutes to a different staging location. The search results will show people nearby looking to link up, active vanpools, and vanpools in various formation stages. Invites can be sent to other community users or pools.

Other benefits are also derived from using standardized materials. The public will receive a consistent message, and cost savings can be achieved through efficient use of limited marketing dollars. Any marketing materials developed for vRide nationwide use will remain the intellectual property of vRide. As a final note, there is no substitution for enthusiastic and effective personal selling. In many cases, the most appropriate manner to increase the awareness of the vanpool program is through direct contact with the potential users or others that you are trying to influence.

Customer Retention

No conversation about marketing is complete without addressing churn. Vanpools are not static entities. There is no such thing as a permanent vanpool group. Groups are usually affected by job relocations,

housing changes, layoffs, downsizing, and retirement at some point. It is important to maintain the overall value of vanpool for the remaining members when these issues occur. As a result, retention of existing customers is critical to the continuation of the vanpool and in a larger sense the program's ability to grow. vRide will pursue all options available to assist groups in maintaining minimum ridership requirements with the ultimate goal of maximum ridership in every vehicle. Methods to increase retention will include, but are not limited to:

- Online vanpool group matching system that provides real-time data on ridership levels in vans allowing groups to advertise open seats.
- Riders Wanted posters customized with the vanpool route, hours, and contact phone number.
- Magnetic Riders Wanted signs on the back of vans to recruit passengers.
- Utilize the vRide social networking platform to recruit passengers. (At LAWA's option)
- Switch vanpool groups into smaller van as an alternative to reduce cost.
- Annual customer recognition newsletter highlighting safe driving practices and acknowledging years of service as a volunteer driver, or passenger.

Vehicle Specifications

vRide is pleased to offer vehicle models and pricing according to the specifications of the IFB. Any exceptions or substitutions for "like" quality are noted in the exceptions section. As new federal safety regulations are implemented vRide will ensure that all vehicles used in the LAWA program meet or exceed FMVSS standards as well as any other federal standard imposed on future vehicle models. vRide has a strong history of providing safe commuter vehicles for our customers, and keep them operating in top condition through our preventive and corrective maintenance program. All vehicles will be delivered in new, unused condition with fewer than 1,000 miles on it. Additionally, all vehicles will be labeled as a "vanpool" and will meet any CA regulation such as but not limited to: CCR Title 8 and 17, Bill 550, FMVSS, SAE, RVIA, CA Vehicle Code, and the Air Resources Board. Vehicles will be delivered with four (4) sets of keys and two (2) keyless entry remotes. All vans ordered for LAWA will be standard white.

vRide now orders all full size vans equipped with a rear camera. No technology can replace good driving practices and sound judgment, but the assistance can provide added peace of mind to our safe drivers.

Vehicle Maintenance Program

vRide administers a program of preventive maintenance that keeps each vehicle's operating efficiency at its top level of performance and provides commuters with a comprehensive, bumper-to-bumper maintenance program. The PM program was developed in compliance with Original Equipment Manufacturer (OEM) specifications and is modified specifically for commuter vanpool vehicles. When developing our service schedules vRide evaluates the geographic area for the following considerations: climate, terrain, traffic patterns, air quality, and altitude. Each region has unique challenges, and we take these differences seriously to ensure our riders have not just a safe commute, but a comfortable one. Specific to this region the maintenance plan follows the 6,000 mile or 6 month service interval whichever comes first and is in compliance with State of California regulations for commuter vehicles.

These variables, combined with years of corporate experience with commuter vanpool programs, are applied to tailor the preventive maintenance program to best fit the needs of our customers. vRide will remain the final decision on whether a vehicle is safe for commuting purposes, and has the exclusive right to take a vehicle out of the fleet if we deem it is unfit for use. Since we are insuring the vehicle, our goal, like yours, is to have the safest vehicle on the road as possible.

Preventive Maintenance Coupon Book

To facilitate and expedite vehicle servicing for our vanpool customers, vRide issues each vehicle a Preventive Maintenance Coupon Book. Coupons provide instant authorization for routine vehicle servicing and emergency vehicle servicing at any of our 40,000 authorized facilities. To receive preventive maintenance, the driver simply presents the Coupon Book to an authorized repair facility. Charges are

billed directly to vRide, freeing the customer from the worry and hassle related to waiting for reimbursement. Once maintenance has occurred a copy of the maintenance record will be kept in the vehicle at all times in accordance with CA state law. Copies of all maintenance receipts will be provided to the LAWA program coordinator within 15 days of vRide's receipt of such information from the vendor.

National Service Vendor Network

vRide uses a national account network of dealerships to provide trained personnel and excellent service facilities. vRide also maintains national accounts with nationally recognized vendors who maintain service centers throughout the area. Local maintenance service facilities must apply and meet vRide standards in order to be an approved vendor.

vRide representatives assist vanpool Driver/Coordinators to identify a convenient service vendor for their routine service and repair needs. Store locations can be found online after entering in the city, state and/or zip code where service is desired. Through the network of thousands of servicing agents, vRide has the ability to offer customers a "neighborhood location" while maintaining a national reputation for quality. Constant communication and effective scheduling with the service providers ensures "customer Fleet status." Most maintenance or repairs are completed the same day. vRide has maintained an outstanding reputation for timely payment of its bills with dealers and national accounts. Consequently, drivers are treated as preferred customers and enjoy the benefits of our strong association with our partners. Drivers are trained on the maintenance procedures for the van during their orientation. A list of our approved vendors locally and nationally can be provided upon request.

Corrective Maintenance and Tire Replacement

Authorized service facilities simply call the toll-free vRide maintenance hotline, review the details of the repairs needed, and obtain an authorization for billing purposes. The vRide service advisors are ASE certified and have on-line access to vehicle service records. They engage the field staff to provide a loaner van or other support as needed. When the vRide Maintenance Department receives warranty notification we alert field staff, and forward the warranty notification cards to each local customer service center for service. We track each vehicle to ensure all warranty work is completed. Our corporate staff of fleet advisors provides sufficient oversight to the LAWA program, and as our national fleet grows, our corporate staff grows when necessary to ensure all contractual obligations are met.

Through the Customer Online Access screens located on vRide's website, customers have access 24/7 to view their complete vehicle maintenance data on their vanpool.

There will be an annual allocation for a vehicle detail once a year, and will be coordinated with the LAWA program administrator.

Vehicle Maintenance Files

Our Fleet Management Information System (FMIS), Fleetwave, allows our staff to view each vehicle's repair history to ensure PM and CM schedules are followed, to alert us to reoccurring problems, and aid in expense control. Every vehicle has a computerized maintenance file. Included in the file is the vehicle identification number, make, model, year, vehicle configuration, and repair history. The system allows for endless options for customizable reports. For quality assurance and cost control purposes, vRide's Maintenance Department also conducts periodic maintenance audits. A comprehensive list of maintenance reports are generated and used to identify trends and irregularities, e.g. excessive repairs or high volumes of similar repairs. Each time service is performed on a vehicle, a work order notation is made in the system. vRide will serve as the final authority to determine fair cost when vendors submit invoices. Each vehicle record displays the following information:

- Preventive maintenance repairs, vendor, date, mileage, and cost.
- Emergency repairs, vendor, date, mileage, and cost.
- Road calls, towing, date of breakdown, and repairs made.
- Warranty repairs are noted only when we receive notification from the dealer of the services performed.

Vehicle Maintenance Hotline

vRide's National Vehicle Maintenance Hotline (1-800-223-8774) enables vanpool groups to commute with confidence knowing that expert help is but a phone call away. Calls to the toll-free number are answered by Certified Mechanics. By servicing the vehicles locally, and having certified mechanics authorize service, proper maintenance of the vans receive a triple oversight. The local mechanic, vRide maintenance staff, and the customer all provide valuable information to keeping the vehicle in top working condition. vRide staff can dispatch emergency roadside assistance, or provide service facilities and drivers with guidance, advice and service authorization. Our hours of operation (EST) are:

Monday-Friday 7:00 am to 9:00 pm (EST) Saturday 8:00 am to 4:00 pm (EST)

Backup Vans

There is never a good time for a mechanical breakdown. vRide maintains a supply of backup vehicles that are available for use by vanpool groups in the event their vehicle breaks down or required repairs make their regular vehicle unavailable for commute service for an extended period of time. vRide will do everything we can to accommodate the needs of the group. Vehicle pick up or drop off can be coordinated through a local vRide representative. The backup fleet will consist of not more than a 10% out of service ratio, and in most cases are housed at a vendor's maintenance facility for groups in need.

Downtime Credit

If a van is unable to transport passengers to and from work because of maintenance related problems and a back-up or demonstrator vehicle is not available for back-up use, vRide will reimburse groups for "downtime." Downtime is defined as those days when the vanpool vehicle would normally operate, but cannot, or should not operate, due to mechanical failure or service-related problems. The credit is calculated as a prorated share of the monthly service charge.

Pre-Trip Inspections

A well-prepared vehicle driven by a well-rested and qualified driver will safely get vanpool groups to and from the job each day. Volunteer drivers are instructed to perform pre-trip vehicle inspections. Our recommended procedures are:

- Check in, under, and around the vehicle for objects or obstacles each time before the vehicle is operated.
- Pay attention to how close other vehicles are parked next to the vehicle.
- Before starting out, make sure all doors are closed securely, passengers are wearing their seat belts, and that nothing blocks the visibility out of the front, side, or rear windows.
- Alert riders when departing and ask for assistance with blind spots, if necessary, before putting the van in gear.
- Establish a weekly routine to check safety and maintenance related items on the van.
- Ensure that the van is clean inside and out, that mirrors are clean and properly aligned for viewing.
- Check the windshield wipers to verify that they are in good shape.
- Check all fluid levels, including windshield washer fluid, oil, and gas.
- Check the overall condition of tires for any signs of damage or uneven wear.
- Make sure that seat belts are available and operable.

Tire Inspection and Maintenance

An important safety precaution on any vehicle is properly maintained tires. Tires must be inspected for wear and regularly checked for proper inflation. vRide provides tire gauges to approved drivers with instructions for determining manufacturer's tire inflation recommendations. Professional tire evaluation and rotation is part of our preventive maintenance plan.

Vehicle Inventory Management

Vehicle use and control is of paramount importance to sponsoring agencies and vRide not only from a financial management perspective, but also with respect to risk management and liability. vRide has established asset control procedures to ensure every vehicle is assigned to an individual who is responsible, capable, and informed of the responsibilities of serving as a commuter vanpool driver.

Vehicle Use

Primary use of the vehicle is for commute trips. Drivers are eligible to use the leased van for limited personal use. Definitions of allowable personal use driving are outlined in the Volunteer Driver Agreement, which each driver must read and sign in advance of being approved to drive. The total personal use miles each month are limited to the total amount agreed to in the VDA and should not exceed 300 miles per month. vRide operates vehicles under the FTA definition of a "volunteer rideshare arrangement using a commuter highway vehicle for a commute purpose" for vanpools. Vans may not be used for any other purpose, and vanpools are specifically prohibited for transporting children to school. vRide agrees to the LAWA life cycle of 5 years or 100,000 miles whichever comes first.

Requirements & Agreements

All of vRide's California contracts with our customers (including LAWA) enjoy a convenient and hassle free 30 day lease. This means that the Primary Driver will enjoy a 30 day lease with no long term commitment. With a 30 day notice they may either return the van, or change their lease rate which is dependent on the number of miles the group would like to use on a monthly basis. Though there is no formal rider agreement, we require riders to also give a 30 day notice to their drivers if they are planning on discontinuing their vanpool membership. vRide provides a variety of forms and agreements for Driver/Coordinators, Alternate/Back-Up drivers and Riders. These agreements list the minimum requirements to become approved to drive a vRide van. These requirements are clearly listed in the Volunteer Driver Agreement, a copy of which is in the Attachments Section. Though pricing is flat with no additional charges for excess mileage, vRide reserves the right to revisit the existing mileage tier with LAWA so that customers are not consistently going well beyond their allotted mileage. Any discussion regarding cost or charges in any way will first be submitted to LAWA for review.

Paperless Online Driver Application System

vRide recently deployed a fully automated online driver application system. Moving to an online platform eliminates processing delays that may arise from applicants who submit an incomplete application or where legibility of information is in question.

Our online process is customer friendly and really simple! Applicants must fill out all required information including personal information, driving history, insurance, and authorize us to run their MVR among other things. Our safety video, *The Vanpool Difference*, is integrated into the online application. After viewing the video applicants will complete a short questionnaire. The last step prior to submitting a complete application package for vRide to automatically process is to read and agree to our Safety Pledge. Applicants will receive an electronic communication of the determination within 24 to 48 hours of submittal. Upon notification of approval they can begin driving. *It's that easy!*

Motor Vehicle Record (MVR) Check

A MVR check is obtained on all drivers prior to obtaining vRide driving approval. Drivers must have "clean" records meeting strict criteria and must possess a current and valid license required by the state. Driving record re-checks are done once every two years or within 30 days of license expiration, whichever occurs first. Driving records may also be periodically reviewed, at the discretion of vRide's Risk Manager, following an accident or upon receipt of driving complaints. vRide has worked with insurance companies, brokers and other safety professionals to develop the criteria and processes utilized to approve and deny drivers. A written response is provided to all driver applicants notifying them of the outcome of their application. We will review all applicants that seek to drive LAWA branded vehicles, and approval is based on pre-set driving criteria (driver agreement). Though LAWA will provide their own approval criteria for

drivers before forwarding interested parties to vRide, we will also verify that information using our criteria to meet our procedures as well.

Passenger and Citizen Comments

Passengers are fellow commuters, neighbors and co-workers of the driver who are accustomed to riding in the van and are concerned about each other's safety. This provides a serious means of peer pressure for safe driving practices since the passengers are not reluctant to comment on a driver's ability or practices. Reported passenger and citizen observations of poor driver behavior are acted on immediately by our local staff and vRide's Risk Management Department. Sometimes group conflicts also arise. We work to find the best solution for the group as a whole.

vRide takes complaints very seriously. At vRide, we're convinced the best way to prevent complaints is to eliminate the problems that cause them. vRide encourages riders to contact our offices with their complaints, which we investigate and then quickly respond accordingly. Every so often we also receive a citizen commendation. In those cases, when a driver receives a compliment, we will send a note of gratitude to the driver, and thank them for representing the program in a safe and honorable manner.

Driver Training and Vehicle Orientation

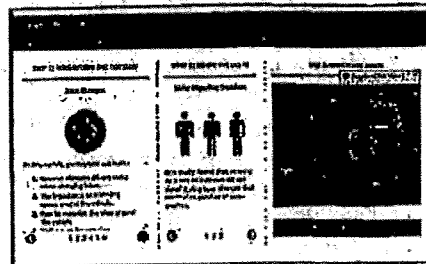
Prior to driving a vehicle each driver is given the opportunity to view our training video "The Vanpool Difference" through our website. The safety video (CD-ROM) will also be left behind at vehicle delivery in the event other vanpool passengers are interested in serving as an alternate or back-up driver. All drivers are required to view the CD prior to driving the van (a copy of this training DVD is in the attachments section of this proposal). The account holder will go over program procedures and sign a condition report. Upon delivery of a vanpool vehicle, a Customer Service Representative will conduct a brief orientation with the driver(s). The purpose is to allow drivers to ask questions and gain a level of comfort before driving the van. The following items are reviewed:

- | | |
|-------------------------------|---|
| Vehicle controls and settings | Process for approving back-up drivers |
| Maintenance procedures | Height limitations for parking structures |
| Accident procedures | Monthly Mileage Allowance Calculation |
| Test drive is offered | Delivery condition of vehicle |
| Driver safety tips | Odometer reading at start of contract |

In all facets of the driver training program, convenience, ease of operation and service reliability are items promoted throughout.

Safety Monitoring

In addition to our existing training program, vRide now offers a new generation of computer based online driver training for those who are involved in preventable accidents or receive moving violations. This ongoing training is part of vRide's "Best In Class" Driver Safety Program. These online programs use video training tutorials combined with detailed course content to focus on improving driving skills and will be customized to deliver the specific training needed to further improve the safety of the vanpool group.



Should a group be involved in an accident (non-routine event) vRide will notify the LAWA designee as soon as we receive the information. Additionally, we will ensure that California law is followed by the driver for reporting of all accident information for all accidents reported to us.

Vanpool Safety Training Seminars

Andy Bawden is a professional defensive driving instructor and has worked with the National Safety Council. He presently conducts vanpool safety training seminars throughout the U.S. vRide periodically

offers training to primary and alternate drivers and encourages those previously trained to attend a refresher course.

Andy has obtained defensive driver instructor certification through the National Safety Council and holds a property and casualty insurance license in order to understand the nature of insurance and to work with the insurance industry to develop loss prevention training. Andy is a partner of vRide in providing additional training resources to our offices. vRide can also arrange on-site driver training through Smith System and Advanced Driver Training Services.

24 Hour Towing and Emergency Roadside Service

vRide has established 24-hour towing to assist our customers. Whenever feasible, vRide also provides loaner vehicles. These vehicles are available for use by vanpool groups in the event of breakdown or extended repair periods which make their regular vehicle unavailable. This service is offered 7 days a week at no additional cost to the customer.

All calls for the LAWA project will be answered by a live "In person" person. Our Rider Rescue Program, specific to this market, is responded to locally by a vRide representative on call every hour of every day. Our commitment to LAWA is to be fully responsive, and responsible for taking care of emergency situations in a timely manner. Unless circumstances beyond our control prohibit us from doing so, all emergency requests will be responded to within one hour. We do our best to ensure a speedy response to customers who are experiencing vehicle failures or the like. It is in everyone's best interest to get the group back up and running as soon as possible.

vRide vanpoolers can enjoy peace of mind knowing expert help is just a phone call away. The respective vehicle manufacturers Emergency Road Service is available for vans under warranty to help when a van has a flat tire or dead battery. All vRide vanpools are automatically enrolled with the National Automobile Club that provides coverage and peace of mind when a vehicle is no longer covered under warranty through a manufacturers Emergency Road Service program. Roadside assistance is also available 24 hours a day, 7 days a week. All of our emergency services are included in our service package. There is no additional fee to the customer to use these services. Any loaner deliveries at the worksite will be coordinated with Devon Deming, and the driver to ensure timeliness for the commute.

To us, the customer service experience is not a paragraph within a proposal.

It is the cornerstone to our service offerings, and present in every aspect of our service.

Emergency Service Partnership

We have recently entered into a unique partnership with Avis® Rental Car Company. In the rare instances when vehicles will need to be at a vendor for an extended period of time due to repair, and no loaner is available, our customers will be placed in an Avis® rental vehicle. Additionally, if a commuter group is in need of a vehicle due to their van experiencing a service interruption during the commute, Avis® will now dispatch a vehicle to meet their needs. This will work within our existing emergency procedures. However, partnering with a nationally recognized firm to coordinate this service with, frees our time and resources to focus on growing the vanpool program. Consolidating this service with one company also provides us with the best value to our customers. This is part of our suite of services, and no additional fee will be charged to the customer for the use of this value added service.

The important thing for LAWA to recognize as we move to this service is that we are not selling short term rental vehicles as part of our service. When vRide meets with employers to gain their support and access to their employee base, we focus only on transportation alternatives that reduce SOV usage. We do not sell any other rental or leasing products that can potentially distract the employer from the employee's commuting habits. It would be potential for disaster to walk into an employer to sell them on the idea of alternate transportation, and in the same breath sell them a secondary form of SOV transportation services.

Invoicing

Invoices are generated around the 15th of any given month for the following month and are available online one business day after invoicing. Payments are due by the 5th and we agree to allow LAWA to pay after service is rendered. Payment terms for LAWA are net thirty (30) days.

Billing and Payment Guidelines

Within our billing and payment structure, we have recently implemented a new proprietary "Single Sign On" feature that makes viewing and paying your bill an intuitive experience. The 17,000 customers who chose to "sign-up" in the first week are testimony to the ease-of-use designed into the system. We utilize social media to help our customers stay up to date on our new offerings, for example we provide an easily-accessed, "YouTube®" tutorial that shows customers exactly how to use this new system.

Through vRide's website, customers have access to their invoices on line, can access account history, obtain current activity on their account, obtain invoices and make payments, increase their fuel card allowance (if elected), access a fare calculator, review vehicle maintenance information, view vRide forms and agreements, vRide's Commuter Chronicle newsletter and information on vRide promotions.

The way in which a company interfaces with its customer base is a critically important factor in the success, growth, and development of a vanpool program.

All of our processes and programs are constantly reviewed, enhanced, and improved within a quality control environment that is unmatched in the industry.

We offer a billing system that allows the Account Holder, whether they are Drivers, Coordinators or Third Parties, to access their account information on-line or via traditional means. The Account Holder signs an agreement which outlines the financial commitment, including the monthly vanpool fare, payment terms, and ancillary fees. Primary contact regarding all vanpool matters is directed to the Account Holder of the vehicle. To address the needs of a dynamic market, vRide has developed a unique electronic billing system which allows any user to access their account on-line with a single sign on, and without having to navigate to more than one area to look up their van information. Customers can access their account information, including obtaining invoices and making payments through vRide's website, vride.com. Individual riders may pay their portion directly to the Account Holder's account via the website or to their coordinator by check. The site allows the account holder to see which riders have paid. Now everyone has access to the maintenance history of their vehicle, so even backup drivers can see what has been done, and know when the next service is due. You can track rider information to verify who is on your van, and the best part is that the site remembers you when you come back. You only have to enter your information once, and from then on the website intuitively knows what vanpool you are associated with. We even have an e-mail solely dedicated to invoicing and payments that is answered quickly and professionally by sending questions to: customerservice@vride.com

Vanpool Payment

vRide proposes to operate the vanpool program under the following payment guidelines:

- Business information will be used to issue credit for Three Party Accounts.
- Accepted electronic payment includes Credit & Debit cards, ACH and Wire transfers.
- Accepted non-electronic payment methods include check or money order.
- vRide also accepts major forms of employer/agency programs, in addition to CommuterBucks.
- vRide accepts payment from Third Party Benefit Administrators, Subsidy Providers and Employers.
- All payments will be applied directly to the Account Holder's account.
- Additional fees may be assessed for unique situations, such as to compensate for unauthorized use. All additional fees will be remitted to LAWA for review in advance of contacting a customer.

vRide will never charge a fee for routine payment transactions.

We WANT the business! Who likes being charged a fee just for making a payment?

Once a vehicle is placed in service, the customer's account is established in vRide's billing system. Each Account Holder's invoice includes pertinent account information, the invoice date, the previous account balance, payments, vouchers or CommuterBucks vouchers received, agency subsidies, miscellaneous credits/debits, and balance due. Account Holder payments are mailed directly to a vRide lockbox. vRide also accepts credit card payments through VISA, MasterCard, and American Express.

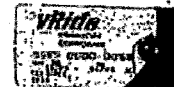
Account Reimbursement

In the course of the commute if covered out-of-pocket expenses are incurred by the participants we have a procedure in place to ensure that those expenses are reimbursed. Additionally, each van has "emergency coupons" that are in the maintenance coupon book for specified expenses related to any emergency repairs such as windshield wipers and engine fluids that may be available through an approved vendor.

Fuel Card/Connect Card

To simplify the management of day-to-day operational expenses for vanpool drivers, vRide offers a fuel card Program. ConnectCard is a MasterCard program that enables our customers to link all of their vanpool expenses (fuel, parking, and tolls) to their vRide account. More than 2,500 vRide clients currently use the ConnectCard program.

The ConnectCard is free-of-charge. Certain fees will be assessed for abnormal situations such as reactivation or lost or stolen cards without an accompanying police report.



Monthly Reports

We will prepare reports as necessary or as requested by LAWA to conform to their ongoing needs. Currently, the list of required monthly reports as listed in the IFB includes:

V. MONTHLY INVOICES AND REPORTS

Monthly invoices must be submitted on the first of each month for the previous month's leasing period. Monthly lease rates shall be prorated for partial months based on delivery date of the vehicle. Monthly invoices must include:

- (A) An overall summary page and detailed listing of each individual van with identification numbers (year, make, model, VIN, etc.), seating capacity, and monthly lease cost
- (B) LAWA/City assigned vanpool identification number (MXXXX, CS-XXX, or equivalent) for each van pool
- (C) A list of vans that participate in the Metro Vanpool Program and the amount of credit received
- (D) Credits for Liquidated Damages Fees that occurred during the invoice month
- (E) Vendor's correct current mailing address for payment

The lessor shall provide LAWA/City with monthly and quarterly reports, to include the following:

- (A) Monthly Repair Report that indicates vehicle information, description of service completed, date(s) of service, and whether a loaner van was provided
- (B) Monthly Driver Listing indicating all current approved drivers, coordinators, and Metro "participants" for each van
- (C) Quarterly Listing of all participants/members of each Vanpool
- (D) All reports must use the LAWA/City assigned vanpool identification number (MXXXX, CS-XXX, or equivalent) and contract number

The deadline listed of the first of the month for the previous month's leasing period as suggested does not give a reasonable amount of time to turn around information that would need to be on the report. Alternatively, vRide suggests submitting this information by the 15th of the month to ensure all required information is included and correct. This date can be discussed if LAWA has need for a date earlier than the 15th.

Additionally, we will submit all NTD report info direct to Metro for all vanpools participating in the subsidy program. We have in house specially staff dedicated to NTD reporting.

The vRide Community

The heart and soul of our vRide technology platform is a dynamic, self-directed web based community in which all of the participants in the vRide vanpool program (drivers, riders, potential commuters, employers, local agencies and vRide) can interact. The community allows users to enter details in order to access the system and see active vanpool routes, vanpools in the formation stages, and potential commuters nearby. Each user, through the creation of "My Dashboard", can personalize their account within the community. Special pages called "vRide pages" are created for pool formation and coordination. "Community pages" provide a place where users "of a like mind" can associate with others.

For example, a private page can be created for an employer that uses the site to provide important news and information to its subscribed employees. Each user can be linked to multiple pool community pages. By selecting the use of the vRide web matching platform LAWA vanpoolers can have access to the most state of the art vanpool application in the industry. We are excited to announce the implementation of the vRide Mobile App!

vRide Mobile Application

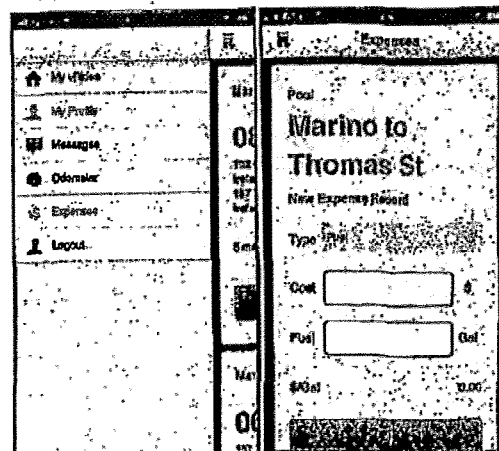
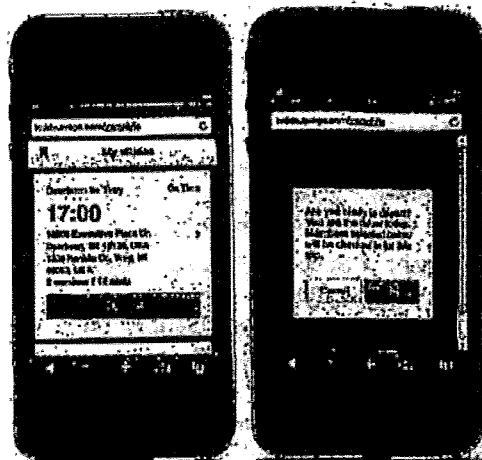
Our riders want the easiest commute, with a lot of information right at their fingertips. Our mobile application provides them with just that. The vRide app syncs wirelessly to our web platform. Vanpoolers can download the application for free through the Apple iTunes® or Google Play® stores.

The information contained in the web platform contains all of their vanpool information. Once downloaded, a vanpooler can use the app to record all of their trip information. Using that, the phone can now be used to track the commute of the individual, which is then compiled to the group. We have already seen terrific feedback from customers who have been using this in lieu of traditional paper reports for their NTD information. The app actually delivers more reliable information since there is less likelihood of human error in the numbers, and gives more accurate mileage due to the pinpoint GPS tracking for mileage.

From the convenience of the phone riders can send messages to their driver to alert them to changes in their commute needs of the day, track their ridership, and even see if there are open seats on other vanpools they have registered to be associated with to help with unexpected changes in their daily schedule.

Since the first test, we have already been making improvements, and iterative version that have been released have new features such as odometer reporting and expense recording for fuel (both of which are also NTD requirements). You can even make a payment directly from the mobile app! Soon everything required to submit to NTD will be incorporated into the mobile app for ease of use to the customer, and at no additional cost to LAWA.

This innovation has been tested in several markets and is in the process of being rolled out nationwide.



Continuous Improvement

To deliver the best possible products and services to our customers, vRide regularly hires a third party firm to administer customer satisfaction surveys and compile and report the data to our offices and to assess our program. Our best marketing tools drive home in our van every day. We want to make sure that resource stays happy and engaged. Our customers say it best. They have appreciated our continued investment in making their vanpool experience hassle free and seamless. Most companies would never reach this level of customer satisfaction, and yet year after year our customers rate the California offices as one of the highest in the nation. vRide is proud of the successful results achieved.

Guided by integrity and a focus of our customers, we work to improve our service regularly.

Customer Relationship Management

Customer Relationship Management (CRM) includes the methodologies, technology, and capabilities that assist vRide in managing customer relationships effectively and efficiently through the introduction of reliable systems, processes, and procedures. Salesforce.com is the tool vRide utilizes to manage customer relationships. Through Salesforce.com, vRide staff log calls, respond to hot leads, and work to qualify and convert these leads to new accounts. Salesforce.com is regularly used by all vRide marketing staff and the local vRide manager.



Sales Training

As a means of assuring our sales team have the necessary skills, and are coached in the Best Practices of other successful vRide programs around the country, the Company developed a Sales Playbook. The Playbook includes the areas of:

- Traits of Successful Sales People
- The Sales Pipeline and Tracking
- Prospecting and Lead Generation
- Qualifying and Scripting
- Presentations to focus on Customer Benefits
- How to Add Value to the Customer
- Relationship Building and Trust
- Communication Skills
- Product Knowledge and Feature Benefits
- Follow up and Closing

Determined by progress, individual, formal, continuous training programs for new hires and long-term employees are established. The Plan endeavors to improve performance by providing employees with the necessary tools, skills, and knowledge to sell at an optimum level of productivity.

The Proven Leader

What sets vRide apart from other vendors is our experience, our innovation, and our commitment to excellence. We deliver on our promises. We have the highest customer loyalty in the industry with both the rider and in our Public Private Partnerships. With the investments we continue to make in people, technology, and our fleet, we are confident we will continue to not just improve, but to also set the standard to which all others can only aspire. We look forward to earning your business and continuing to have LAWA be part of the vRide family of partnerships. By selecting vRide as your vanpool provider, you will continue to have the most comprehensive and customer focused program in the industry.



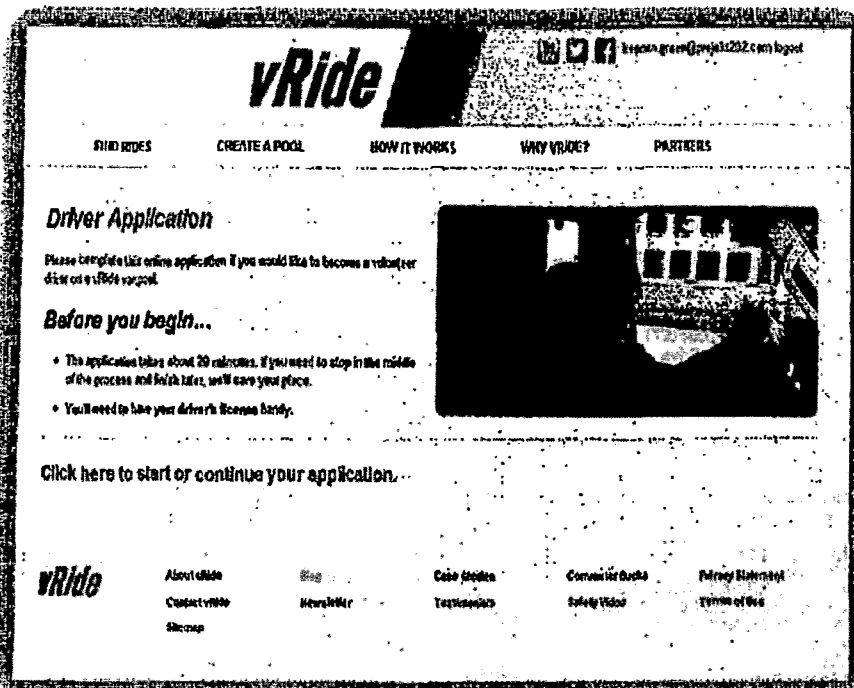
This proposal and all attachments and addendums represent in its entirety a binding proposal irrevocable for 90 days with firm and fixed pricing for the first year and price increases annually for the remainder of the five (5) year contract under mutually agreed upon terms.

Sample Invoice

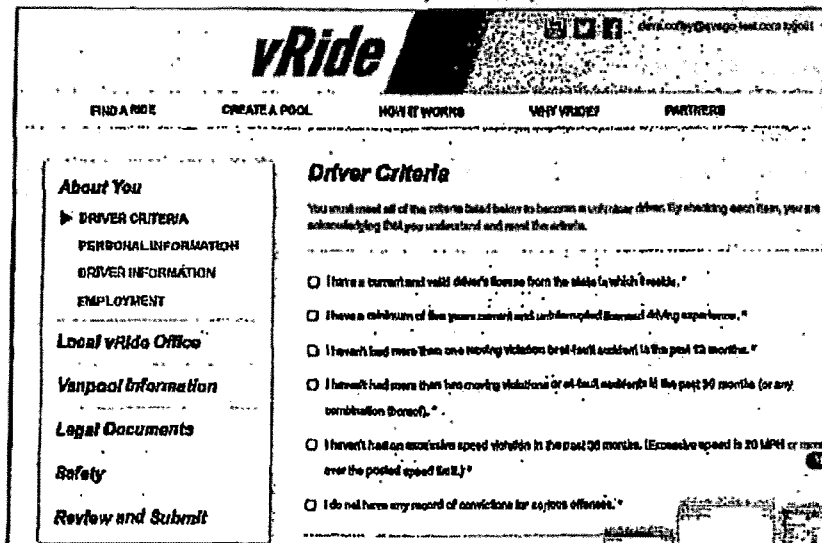
Invoices reflect actual charges for the month, and list agency subsidies (if any) as well as necessary adjustments, or refunds. Each invoice is detailed by a unique invoice number and by vehicle.

INVOICE NUMBER 180013					
If writing about this invoice refer to the number above.					
Remit Payments to: VRide INC. 2041 COLLECTION CENTER DRIVE CHICAGO IL 60683			Invoice Date: 08/15/2013 Vehicle Number: 35725		
TIMOTHY J BARRETT 20002 N 17th Cirva PHOENIX, AZ 85027			Payment Must Be Received By: September 6th Amount Due: \$ 970.29		
Customer Account Number: 20020006-0001			Entered \$ _____		
Customer Account Number 20020006-0001	Invoice Number 180013	Invoice Date 08/15/2013	P.O. Number	Center Code 0002003	Vehicle Number 35725
Invoice A/LA-08104			Detail of Vehicle Adjustments and Other Charges (cont'd):		
Prior Balance	\$1,101.29		Total of Vehicle Adjustments and Other Charges \$213.38		
Payments thru 08/15/2013-Thank You!	\$-750.00				
Vehicle Adjustments and Other Charges	\$213.38				
Monthly Fee for September, 2013	\$370.59				
Sales Tax	\$30.75				
Late Fee	\$5.27				
Total Amount Due	\$970.29				
Detail of Payments:					
Payments Received as of August 15, 2013.					
07/21/2013 Check Card 5408951908/Timothy J Barret	\$-125.00				
07/23/2013 Check # 8140087	\$-125.00				
07/23/2013 Check # 8140088	\$-125.00				
07/23/2013 Check # 8140089	\$-125.00				
07/23/2013 Check # 8140090	\$-125.00				
07/23/2013 Check # 8140091	\$-125.00				
Total Payments	\$-750.00				
Detail of Vehicle Adjustments and Other Charges:					
Vehicle 35725:					
08/02/2013					
ConnectCard Ag. for July, 2013	\$-87.62				
Actual Usage - \$12.38					
08/14/2013					
Estimated ConnectCard for September, 2013	\$300.00				
Notice: Your Account is Past Due!					
Based on your monthly mileage allowance, your odometer reading as of September 1, 2013 should be approximately 16010 miles.					

Screen Shot of Paperless Driver Application Page on vRide Platform



Screen Shot of Driver Criteria Page



Web Based Ridematching Platform (option)

16 vRides Found

Map | vRide | MyRide

Broaden/narrow your search

From Route:

To Route:

Sort by:

ANN ARBOR TO DETROIT (HUD)

Leave	06:00	Ann Arbor Balla Rd
Arrive	07:15	Detroit
Leave	06:00	Detroit
Arrive	06:00	Ann Arbor Balla Rd

0.0 Miles from Detroit

ANN ARBOR/PILANTO TO DETROIT

Leave	08:00	Ann Arbor
Arrive	07:30	Detroit
Leave	16:00	Detroit
Arrive	17:30	Ann Arbor

0.0 Miles from Detroit

Didn't find a match? [Click here to view more options](#)

Available vRide routes | Your favorite routes

What's vRide?
vRide is a ride sharing platform that offers you an economical way to work. Our company has been serving commuters for

Screen Shot of "Fleetwave" Data searchable via the Employee Intranet

vRide My Account

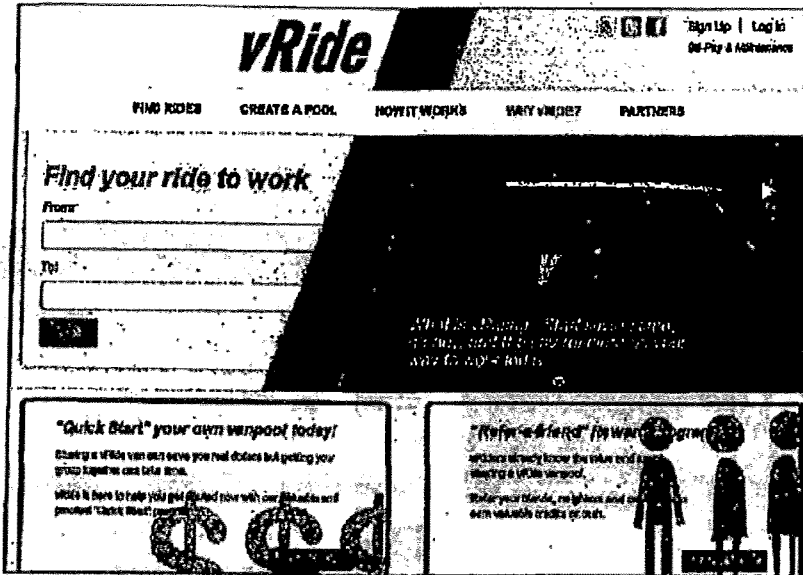
My Account: Home | Edit | Logout

My Account Statement:

Act	Time	Pay C	Trans ID
21023	11/28/08	28	CHECK NO: 2484001
21022	11/28/08	28	CHECK NO: 2484007
21029	11/28/08	29	CHECK NO: 2484008
21023	11/28/08	30	CHECK NO: 2483904
21022	12/28/08	277	CREDIT CARD PAYMENT FOR DEC, 2008

1-800-446-3000

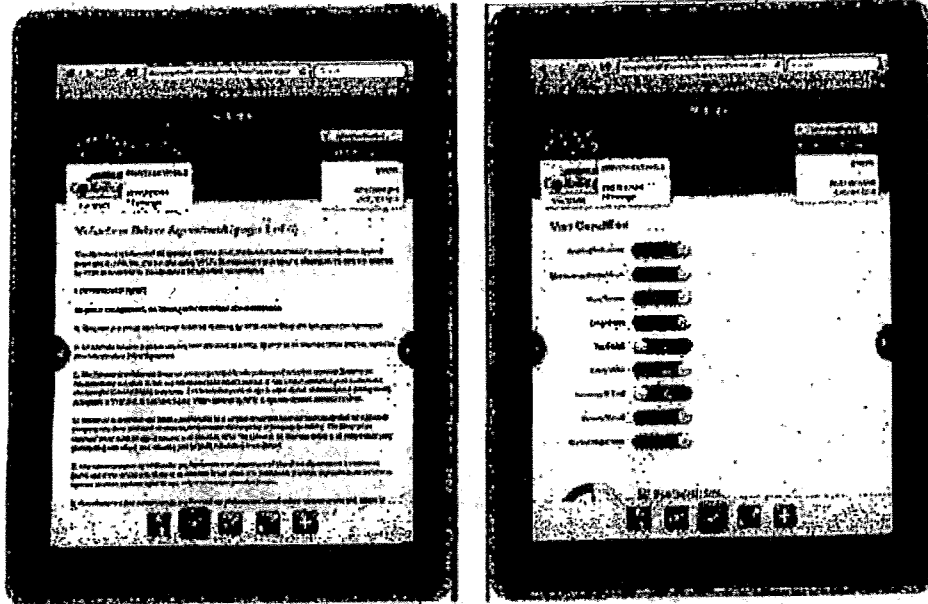
Screen Shot of "Single Sign-On" Customer Page



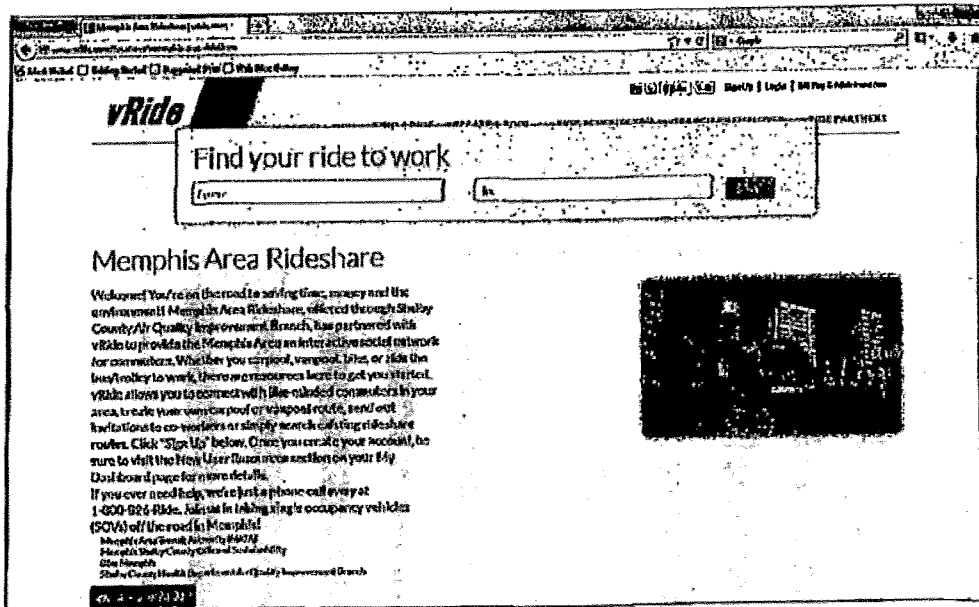
Screen Shot of Vehicle Detail in "Fleetwave"

The screenshot shows a software interface for vehicle management. At the top, there's a header 'Fleetwave Detail - Fleetwave' and 'Page 4 of 1000'. Below the header is a table with multiple columns and rows of data. The columns include various fields such as 'Vehicle ID', 'Make', 'Model', 'Year', 'Color', 'VIN', 'Mileage', 'Status', and 'Location'. The table contains numerous rows of data, representing a fleet of vehicles. The interface also includes some navigation buttons and a search bar at the top.

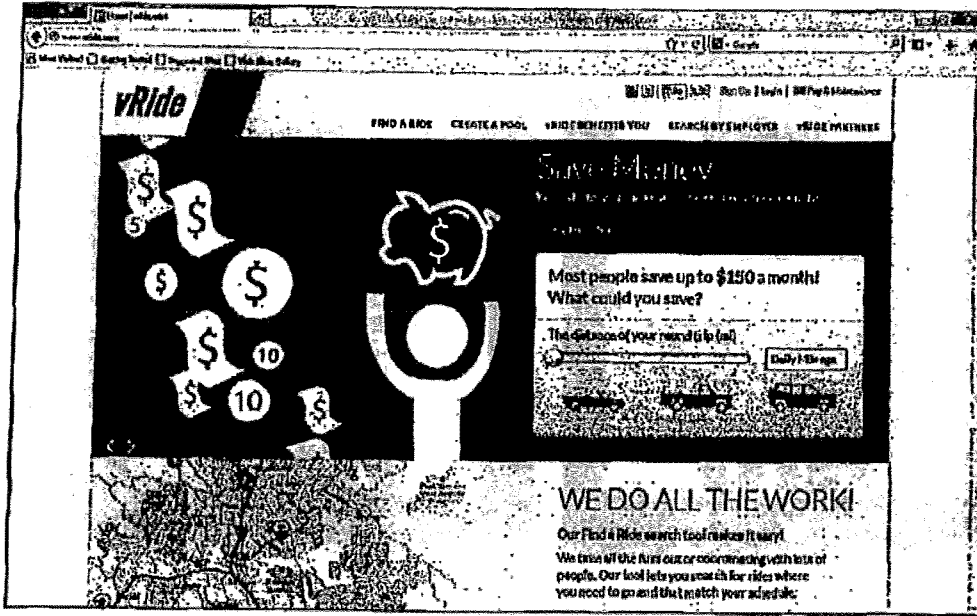
Screen Shot of "Paperless" Delivery Process (tablet driven)



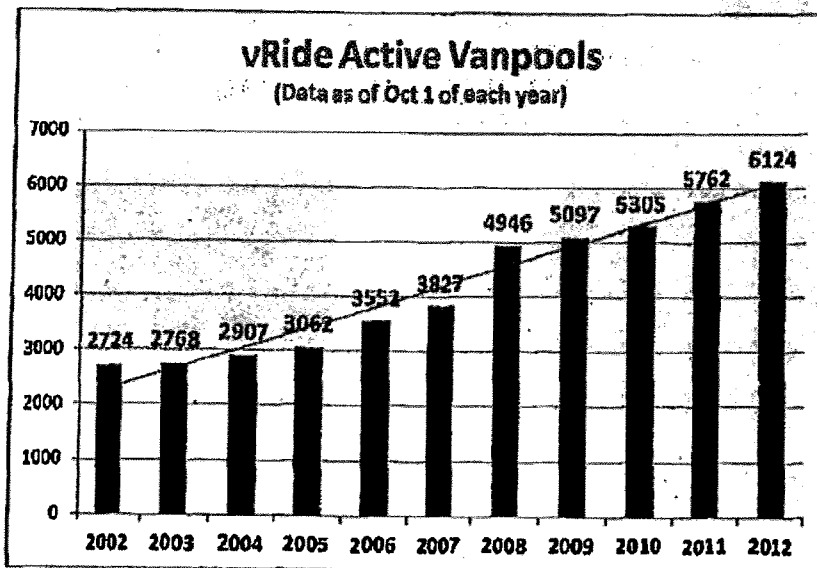
Screen Shot of Sample Partner Page



Screenshot of vRide Entry Page with Sliding "Cost-of-Commute" Calculator



vRide Fleet Growth (over last ten years)



Section I Exceptions

As required in the IFB, all exceptions or clarifications to our proposal are noted below:

- 1) Note: vRide Inc. has filed all necessary paperwork with the City of Los Angeles to amend our Business Tax License which is a change from what was previously registered. "VPSI INC" was the previous designation, and we formally changed our name last year to VRIDE INC. The appropriate forms were filled out and approved by the State of CA. On Jan 14 we filed a letter with LA City Office of Finance in which we were told it would be approximately 4 weeks before our new license would be issued. There is no change to our account number with the City nor any change to our tax ID. Copies of what has been filed are attached for reference.
- 2) vRide has a robust EEO and Affirmative Action Plan. While referenced in IFB and provided in the signed affirmative action plan attachment, proprietary copies of these materials in their entirety can be provided to LAWA upon request.
- 3) The following sentence shall be added to the end of the "City Held Harmless" section on page 30 of 93 of the original LAWA IFB:

"Notwithstanding anything to the contrary in this General Conditions, Contractor/Supplier shall have no obligations, including obligations of defense or indemnity, under this paragraph with respect to any driver or rider in any vanpool leased, created or arranged by Contractor/Supplier (including, without limitation, any employee of LAWA, any employee of the City of Los Angeles, any employee of any entity that comprises, or is a member of, the LAWA or any member of the Board) in their capacity as a driver or rider in any such vanpool. Contractor/Supplier shall provide certain limited indemnity to a driver (including, without limitation, a driver who is an employee of LAWA, an employee of the City of Los Angeles, an employee of any entity that comprises, or is a member of, the LAWA or a member of the Board) of a vanpool vehicle who signs a volunteer driver agreement, alternate volunteer driver agreement or three party volunteer driver agreement satisfactory to Consultant on the terms and conditions set forth therein.

- 4) The following sentence shall be added to the end of the first paragraph on page 70 of 93 of the pdf that was contained in the original LAWA IFB:

"Notwithstanding anything to the contrary in this Agreement, the insurance policies and coverages required herein are not provided or made available to, and additional insured status is not granted to, any driver or rider in any vanpool leased, created or arranged by Contractor (including, without limitation, any employee of LAWA, any employee of the City of Los Angeles, any employee of any entity that comprises, or is a member of, the LAWA or any member of the Board) in their capacity as a driver or rider in any such vanpool. Contractor shall provide certain limited insurance

coverages to a driver (including, without limitation, a driver who is an employee of LAWA, an employee of the City of Los Angeles, an employee of any entity that comprises, or is a member of, the LAWA or a member of the Board) of a vanpool vehicle who signs a volunteer driver agreement or three party volunteer driver agreement satisfactory to Contractor on the terms and conditions set forth therein."

- 5) The following sentence shall be added to the end of section "(b)" on page 71 of 93 of the pdf of the original LAWA IFB:

"Notwithstanding anything to the contrary herein, under no circumstances shall Contractor be liable or responsible, in any way or degree, to LAWA, the City, any property owner or any other person or entity, for any claim, demand, loss, damage, judgment, cost or expense (including attorneys' fees and costs of litigation) arising out of or related to, directly or indirectly, the spill, release, discharge, improper storage or leak of any fuel or gasoline dispensed by any participant in a vanpool created, leased or arranged by Contractor under its contract with LAWA."

- 6) The following sentence shall be added to the end of the "City Held Harmless" section on page 30 of 93 of the original LAWA IFB:

"Notwithstanding anything to the contrary in this General Conditions, Contractor/Supplier shall have no obligations, including obligations of defense or indemnity, under this paragraph with respect to any driver or rider in any vanpool leased, created or arranged by Contractor/Supplier (including, without limitation, any employee of LAWA, any employee of the City of Los Angeles, any employee of any entity that comprises, or is a member of, the LAWA or any member of the Board) in their capacity as a driver or rider in any such vanpool. Contractor/Supplier shall provide certain limited indemnity to a driver (including, without limitation, a driver who is an employee of LAWA, an employee of the City of Los Angeles, an employee of any entity that comprises, or is a member of, the LAWA or a member of the Board) of a vanpool vehicle who signs a volunteer driver agreement, alternate volunteer driver agreement or three party volunteer driver agreement satisfactory to Consultant on the terms and conditions set forth therein."

- 7) The following sentence shall be added to the end of the first run-over paragraph on page 71 of 93 original LAWA IFB:

"Notwithstanding anything to the contrary in this Agreement, Consultant shall have no obligations, including obligations of defense or indemnity, under this paragraph with respect to any driver or

rider in any vanpool leased, created or arranged by Consultant (including, without limitation, any employee of LAWA, any employee of the City of Los Angeles, any employee of any entity that comprises, or is a member of, the LAWA or any member of the Board) in their capacity as a driver or rider in any such vanpool. Contractor shall provide certain limited indemnity to a driver (including, without limitation, a driver who is an employee of LAWA, an employee of the City of Los Angeles, an employee of any entity that comprises, or is a member of, the LAWA or a member of the Board) of a vanpool vehicle who signs a volunteer driver agreement, alternate volunteer driver agreement or three party volunteer driver agreement satisfactory to Consultant on the terms and conditions set forth therein."

8) "Lessor will provide snow chains at request of lessee at no additional cost to the city":

Snow chains are not available for the Chevy Traverse, however the Traverse is front wheel drive. We will provide snow chains for all other models when requested.

9) Termination Clauses:

vRide requests reciprocity in termination clauses, particularly for cause.

10) Leases to other agencies:

P. 5 of 8 asks if vRide is willing to provide leases to other intergovernmental agencies if requested. vRide is willing to contract with other agencies that we are not also currently providing service to, or under mutually agreeable terms to be negotiated prior to contract execution with each agency.

LAWA Vehicle Specification Comments:**Appendix A – Vehicle Specification**

1. Dodge Caravan – All specification met or exceeded except:
 - a. GVWR is 6,050 not 6600. This is the highest GVWR for any minivan Sold in the US
 - b. Engine is a 3.6L V6 – There is no V8 engine available in any minivan
 - c. Horsepower and Torque requirements are exceeded with the 3.6L engine
 - d. Transmission is a 6 speed automatic – exceeding the 4 speed requirement
 - e. If Traverse is utilized, GVWR is 6,411. Horsepower and torque requirements are exceeded with the standard 3.6L engine and 6 speed automatic Transmission
2. SWB Full size van: (8, 9 and 10 Passenger Van)
 - a. All requirements met or exceeded with GM 135" WB van equipped with 4.8L engine. More horsepower, more torque and 6 speed automatic transmission
3. 10 passenger van requirements are met above in number 2
4. 12 Passenger Van
 - a. All requirements met or exceeded with GM 155" WB van equipped with 6.0L engine. More horsepower, more torque and 6 speed transmission
5. All vehicles will be new and meet all requirements listed
6. All conditions met or exceeded
7. 4 sets of keys are available on all vans and will be ordered for minivan or crossover vehicles (Traverse). The extra two sets will be valet keys only.
8. All vehicles will be white and vRide will comply with the graphics requirement only on the back of the vehicle. Interiors are grey for all vehicles. Seven passenger vehicles will also be of a white exterior color. All vRide vehicles, full size vans and 7 passenger vehicles have enough room for LAWA graphics and be of such an exterior color as to allow fully readable graphics on the sides of the vehicles as LAWA should specify. Information on the back of the vehicles will include only a number for van pooling and the vRide slogan, "Save money on your commute to work" or similar, and the discount for providing our logo is reflected in the final price as listed in the cost section.
9. GM vans meet the 84 inch height requirement.
10. Vans are equipped with front and rear bumper protection. No OEM full size van has a bolt on bumper guard. The bumpers are protected with a body molding strip that is attached to the bumper with an OEM adhesive. Bumper guards do not meet Federal Crash standards.
11. Headlamps are Halogen and vehicles come with Daylight running lamps.
12. All requirements met or exceeded for all vehicles proposed for horns, console storage and wipers. All horns are dual note and all wipers actually have multiple variable speeds.
13. All vans and 7 passenger vehicles come with 6 speed electronic transmissions and heavy duty cooling systems.

14. All vans and 7 passenger vehicles meet the requirements for ABS, power steering, deluxe tilt steering wheels, cruise control, power windows and locks, and traction control.
15. All vans and 7 passenger vehicles have a CHMSL or center high mounted brake light.
16. All battery requirements are met or exceeded with the OEM heavy duty batteries standard to all vRide vehicles.
17. All vans and 7 passenger vehicles meet or exceed the listed requirements for tires. We do not require only Goodyear or Firestone tires, but rely on the OEM supplier to choose the supplier of these tires. A full size spare is standard on every vRide vehicle and is mounted to the underbody of the vehicle with access available to lower and raise the spare tire inside the vehicle or just under the rear bumper or fascia.
18. All vRide vans and 7 passenger vehicles utilize heavy duty shock absorbers and front stabilizer bars. These OEM shock absorbers meet or exceed the performance requirements listed. All van fuel tanks exceed the 25 gallon requirement.
19. Running boards meeting the requirements listed are standard on every vRide van.
20. All vRide van and 7 passenger vehicle interiors are grey, and meet the requirement of grey, tan or blue.
21. All requirements for engine cover, console, radio, clock, speakers and reading lamps are met or exceeded with all vRide vehicles.
22. All requirements listed for carpeting, headliners, interior trim and sun visors are met on all vRide vehicles.
23. Factory dome lights are not removed from vRide vans. Reading lamps are added on full size vans. All wiring is covered and all requirements for wiring connectors are met.
24. All seat requirements are met with our HSM (formerly CE White) seats. Seat pull test data is available for the full size converted vans. Seat test information is available from the OEM supplier for 7 passenger vehicles. All of this information will be made available with successful award of the bid package by specific vehicle due to its proprietary nature.
25. All seat belts are 3 point belts. All applicable FMVSS requirements are met or exceeded. Retractors do not interfere with passenger movement.
26. I have provided seat diagrams in the past. If you need them again, let me know. Each of the conversion seats has an integrated 3 point seat belt and meets all other listed requirements.
27. The driver and front passenger seating positions are air bag protected.
28. There are 3 coat hooks on all full size vans. These are attached with a screw into a reinforced area on the vehicle.
29. Side doors are dual swing-out doors. There is an assist handle on the rear of the front passenger seat and there is a door handle well on the inside of the rear swing out door to provide passenger assist.
30. All vRide full size vans have vented windows behind the driver. The vented window is not in the furthest rear position in the van. These windows are stationary and are made of special glass utilized as a part of the passenger restraint system designed to keep passengers in the van in the event of an accident. This is an OEM designed feature and is part of the system allowing the vans to meet FMVSS requirements for the van. The side view mirrors on the full size vans meet the listed requirements.
31. The rear doors have an inside release handle meeting all the listed requirements. This is an OEM installed release handle.
32. A fire extinguisher meeting all the listed requirements is installed during the conversion process. This will be ordered for all LAWA vehicles and has been accounted for in the pricing.
33. All vRide vans are equipped with front and rear Air Conditioning. Our GM vans also have rear controls for this system, exceeding the listed requirements.
34. All wiring, whether OEM or convertor installed meets the listed requirements.
35. An owner's manual is delivered with every vRide vehicle.

36. All vRide vehicles are registered in the state of use, are delivered with a proof of insurance card and have valid license plates.
37. Backing Alarm and GPS tracking are available options. Pricing has been provided. All full size vRide vans come with a back-up camera as standard equipment and are accounted for in the pricing.

RETURN BID IN A SEALED ENVELOPE to
Los Angeles World Airports
Procurement Services Division
Attention: Bid #113-133
7301 World Way West, 4th floor
Los Angeles, CA 90046

CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS (LAWA)

REQUEST FOR BID (RFB) No. 113-133
(Show this number on envelope)
This is not an order!

If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids delivered after the bid closing time will not be opened.

E-mail address: csampson@lawa.org
Telephone No: 424-646-7392
Fax No. 424-646-9274

Quotation must be delivered prior to:
2:00 PM Thursday, JANUARY 23 2014

VANPOOL LEASING AND SERVICES

THE FOLLOWING BID MUST BE SIGNED!

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by TWO authorized corporate officers.

Bidder understands and agrees that the bidder name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) Issued by the City of Los Angeles and on the Insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.

Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted below:

(Print) Bidder's name: _____ Sole proprietor Partnership Corporation
(Bidder's name must be the same as the name on the invoice!)

Name and Titles: _____ (Sign with ink or indelible pen)

Name and Titles: _____ (Sign with ink or indelible pen)

If one person has multiple officer positions that person may sign once and list the different officer provisions.

Contact Person (if different from the above): _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Telephone No: _____ - _____ - _____ Fax No: _____ - _____ - _____ E-mail Address: _____

Payment Terms: _____ % _____ days (minimum 25 days for net bid award consideration)

Bids are requested by the City of Los Angeles, Los Angeles World Airports (LAWA), for furnishing the requirements of the City, as may be required, during a period of five (5) years from the date of award of the contract, for:

VANPOOL LEASING AND SERVICES

in compliance with the bid provisions, the attached specifications and bidder's work sheet.

BIDDER'S RESPONSIBILITY:

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. LAWA is not liable for any cost associated with the development, preparation, transmittal, or presentation of any bid or material submitted.

FIXED PRICE(S):

The bid is requested in the form of a fixed unit price for the items listed below or on the attached bid prices verification work sheet. Bidder must state the unit bid price(s) in the bid prices verification work sheet. Unless specifications or bid provisions state otherwise, the fixed unit price is to remain unchanged for one (1) year from the date of award of the contract.

BID PRICES VERIFICATION WORKSHEET:

For the purpose of comparing bids, bidders are required to fill out the attached worksheet. Failure to do so shall invalidate the bid.

Bidders shall not make any changes to the worksheet. Any changes to the worksheet will render your worksheet void, and may result in your bid being rejected as non-responsive.

State below your total bid price per directions contained in the attached Worksheet:

TOTAL BID PRICE: \$ _____
(Do not include pricing for optional items)

BIDDERS CONFERENCE:

Prospective bidders are invited to a bidders' conference at 10:00 a.m. on TUESDAY JANUARY 7TH 2014, at LAWA PROCUREMENT SERVICES DIVISION, 7301 WORLD WAY WEST, 4TH FLOOR, LOS ANGELES, CA 90045 (see attached map). Bidders should bring two (2) business cards and leave them when signing the bid sign in sheet.

Additional information regarding the bidder's conference may be obtained from the Procurement Supervisor, Cheryl Sampson, at telephone number 424-646-7404, or by e-mail at csampson@lawa.org. Department personnel will be available to answer questions related to this project.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: Larry Rolon, LAWA ADA Coordinator at (424) 646-5005.

DIRECTIONS TO THE PROCUREMENT SERVICES DIVISION

Los Angeles World Airports - 7301 World Way West, 4th floor, Los Angeles, 90045
405 (South) or (North) to 105 (West)
105 (West) to the end. (Imperial Highway)

Imperial Highway (West) approx. 3 signal lights to Pershing Drive.
 At Pershing Drive, make a Right turn
 Approx. 1000 feet (North) where there will be a sign "World Way West"
 Follow the road on to World Way West. (East)
 Proceed (East) to third signal light at Administration Road, and turn LEFT.
 The 9 story high rise building is 7301 – The Procurement Services Division is on the 4th floor.
 You may park in the front or to the East or Rear at 7301. There is additional parking across World Way West at Maintenance Road.
 DO NOT park in the Assigned Spaces in front or side of the building.

AWARD OF CONTRACT:

Award of the contract will be made after investigation of the responsibility of the low bidder. The bid will be awarded to the lowest responsive and responsible bidder meeting the requirements of the specification.

BID:

The bid must be made on the bid form provided. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the plans and specifications. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature: _____
 Addendum 1 (if issued)

Signature: _____
 Addendum 4 (if issued)

Signature: _____
 Addendum 2 (if issued)

Signature: _____
 Addendum 5 (if issued)

Signature: _____
 Addendum 3 (if issued)

Signature: _____
 Addendum 6 (if issued)

BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK:

The Bid must be accompanied either by a check certified by a responsible bank in the City of Los Angeles, or a cashier's check issued by a responsible bank, or a corporate surety bond of a responsible surety company for an amount not less than ten percent (10%) of the amount bid, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder to whom the contract is awarded will enter into the proposed contract and furnish the required bonds and as liquidated damages for any loss which may accrue from failure to do so; such payment, however, not to preclude recovery by the City of any amount over and above said sum to which the City sustains damage by reason of such failure or refusal. No bid will be considered unless accompanied by such check or bond.

If submitting a bond, bidders must use the bid bond enclosed herewith. bidders are hereby advised that this bond guaranteeing to the city the full 10% penal sum thereof, regardless of the city's actual damages should the bidder fail to enter into the contract and furnish the required bonds, will be acceptable. Submission of an incorrect bond will cause the bid to be nonresponsive and shall result in its rejection.

The City of Los Angeles reserves the right to cash such check and hold the proceeds. The proceeds will become the property of the City of Los Angeles if the bidder to whom the contract is awarded fails or refuses to execute the contract and bonds within thirty (30) days after the contract is awarded. Otherwise, the check or bond accompanying the successful bid will be returned upon execution of the contract. Bonds and checks accompanying the rejected bids will be returned upon award of the contract.

CONTRACTOR'S PROBLEM LOG:

If services and/or delivery fall below an acceptable level, as determined by the Project Manager, or his/her designated representative, the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service." The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service," payment may be withheld by the City until corrections are made.

If unacceptable service continues after the contractor receives the "Notice to Correct Unacceptable Service" or if the contractor receives three or more such notices, the City may cancel the contract as set forth in the Termination section of this Bid.

DELIVERY COSTS:

Prices quoted shall include all delivery/pickup and loading/unloading charges to any City of Los Angeles or Los Angeles World Airports location. Bidder/contractor owns equipment/goods in transit and files any claim with shipper/manufacturer for any loss or damage.

DELIVERY INSTRUCTIONS:

Contractor shall contact the Rideshare Program Manager, Devon Demming, at 424-646-7775, for specific delivery instructions prior to making deliveries.

LIQUIDATED DAMAGES FOR LATE DELIVERIES:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

ESTIMATED EXPENDITURE:

Total expenditures under this contract are estimated to be \$4,200,000.00 (\$840,000 annually). No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the fixed prices quoted in accordance with actual requirements throughout the contract period.

During the term of the contract, including any and all extensions thereto, the above volume percentage adjustment shall be made to the base discount/mark up allowed above as each threshold is attained. Each threshold level and volume adjustment will be cumulative after the first threshold is attained. The appropriate adjustment shall become effective once a given threshold is met. LAWA shall notify the supplier in writing of the applicable adjustment, revised prices, and the effective date of such change.

GENERAL CONDITIONS:

The request for bid is subject to the attached "General Conditions"

INVOICE INSTRUCTIONS:

The request for bid is subject to the attached "Invoice Instructions"

NEW AND UNUSED VEHICLES: (Applies to Year 1 of the Contract)

All vehicles furnished to LAWA/City/Harbor/DWP shall be new and unused factory standard unless otherwise stated herein, and shall not have been operated, driven or caravanned in delivery to LAWA/City/Harbor/DWP. Vehicles shall come equipped with all standard factory fittings, trimmings and accessories, unless otherwise noted in the specifications. Vehicles shall not have been used as demonstrations or for any other prior service.

OPTION TO PURCHASE ADDITIONAL ITEMS:

Indicate whether the City of Los Angeles Department of Airports will be granted the option to purchase items your company supplies that are not listed in the bid. This option shall apply to purchases that are \$1,000 or less, per order.

_____ Option Granted _____ Option Not Granted

OTHER GOVERNMENT AGENCIES LEASES:

From time to time, governmental agencies including other the City of Los Angeles Departments may want to make leases using the price, terms and conditions of any contract resulting from this bid. State below whether you will allow such leases:

Option is granted for the use of resulting contract by "other governmental agencies"

Yes _____ No _____ Initials _____ Firm's Name: _____

PAYMENT TERMS:

Payment terms are Net 30 days, unless bidder grants the City a discount in the blank spaces after "Payment terms" on the bid signature section of the front page. These terms are considered for net bid award, for payment required by bidder within 25 days, minimum!

REFERENCES:

Bidders are required to PRINT below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

1. Company Name: _____
 Address: _____
 Phone Number: (____) _____ Email Address _____
 Contact Person: _____
 Project Date and Description _____
2. Company Name: _____
 Address: _____
 Phone Number: (____) _____ Email Address _____
 Contact Person: _____
 Project Date and Description _____
3. Company Name: _____
 Address: _____

Phone Number : () Email Address _____

Contact Person: _____

Project Date and Description _____

4. Company Name: _____

Address: _____

Phone Number : () Email Address _____

Contact Person: _____

Project Date and Description _____

5. Company Name: _____

Address: _____

Phone Number : () Email Address _____

Contact Person: _____

Project Date and Description _____

RIGHT TO REJECT BIDS:

The City reserves the right to reject any and all bids; to waive any informality in such bids; to advertise for new bids; or to otherwise proceed to fulfill the City's needs.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of the City, but the same shall be subject to acceptance by the City for a period of three (3) months.

The City reserves the right to reject a bid/proposal from any company, business, corporation, or individual who is indebted to the City.

SALES TAX:

Do not include sales tax in your Bid.

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP):

Companies certified as a Local Business Enterprise (LBE) with the City of Los Angeles are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on LAWA contracts in excess of \$150,000. Please see the attached LBPP document for the program rules.

In order to be given the bid preference as a certified LBE, your Local Business Certification – Affidavit of Eligibility must be uploaded to LABAVN and approved by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance and listed on LABAVN as such prior to the bid due date in order to participate in the LBPP.

Certification as an LBE is valid for two years from the date of approval. Applicant firms must be re-certified on a bi-annual basis with the Office of Contract Compliance. For questions concerning the Local Business Preference Program, contact the Office of Contract Compliance at (213) 847-2684.

If you are a certified LBE by the City of Los Angeles you must indicate your BAVN Company ID Number here: _____

TABULATION OF BID RESULTS:

Bid results shall be tabulated, usually within one week of the due date of the bid, and are available for public inspection at the front counter of the Procurement Services Division, at 7301 World Way West, 4th floor, Los

Angeles, CA 90045. Bid results will not be communicated over the telephone or by fax.

Bidders, wishing to obtain bid results, may either:

- attend the public bids opening or
- submit with the bid response a written request referencing the bid number and a self-addressed stamped envelope or
- check the web site www.labavn.org. If this is the first time, click on Free Registration and register, upon receiving emailed confirmation of registration, log-in name and password.

To access the bid response(s) tabulation, follow these steps:

- Be sure to log on with your LOG ON NAME and PASSWORD.
- The next screen is the BAVN logo and "Search for all Opportunities" below it, click on it.
- The next screen is "Search for Opportunities".
- In the "Status" field, select "Closed"
- In the "Department" field, select "Los Angeles World Airports".
- In the "Category" field, select "All"
- In the "Contract Type" field, select "Request for Bids"
- In the "Interest (NAICS Code)" field, select "All"
- In the "Contract Tracking Number" field, enter the bid number, in the format 111-XXX for formal bids or L10000000 for fax-email bids.
- Click below the tab "Search Opportunities".
- On the next screen "Currently Open", under the "Opportunity" column, identify the bid in question and click on its description.
- On the next screen, bottom area, under "Scope of Work Documents", click on "Bid Recap.pdf".

The next and final screen is the tabulation of response.

TERMINATION OF CONTRACT:

For Convenience:

LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

For Cause:

LAWA may terminate this Contract for cause and without liability for damages as follows:

- A. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAW A shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAW A's mailing such notification, LAW A may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice. LAW A shall be the sole judge of the Contractor's contract performance.

- B. Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the Contractor's conduct and the effect of that conduct on LAWA.

Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

PRICE ADJUSTMENT:

Any price adjustment at the start of the second and third year, must be documented in writing by corresponding increase(s) in contractor's cost(s), in the form of copy of supplier's invoices, commodity index or chart, etc. and requested to and approved by the Procurement Services Division. Contractor must refer to the contract number, when submitting its written request for price increase to Procurement Services Division; at 7301 World Way West, 4th floor, Los Angeles, CA 90045. No price increase will be granted without prior approval of the Purchasing Services Division. Price reductions may be issued at any time.

WHOLE OR SPLIT AWARDS

Under the terms of this request for bid, the Executive Director (or authorized designee) of the Department of Airports reserves the right to award a resultant contract as a whole for all items to a single qualified bidder, or make individual line item awards to several qualified bidders.

NOTE TO BIDDERS:

Any communication regarding this Request for Bid must be addressed by e-mail to Procurement Supervisor, Cheryl Sampson, at csampson@lawa.org.

ADMINISTRATIVE REQUIREMENTS:

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. Failure by the bidder to retrieve, read, fill out, comply with, when applicable, and return the Administrative Requirements with the bid response, may render the bid non-responsive.

Los Angeles World Airports (LAWA) - Specifications
Vanpool Leasing and Services

I. OVERVIEW

Los Angeles World Airports (LAWA) and the City of Los Angeles (City) have developed an Employee Commute Reduction Plan (ECRP) designed to reduce the number of employees who commute to work by driving in single occupant automobiles. A key element in this ECRP is an employer sponsored Vanpool Program.

LAWA Rideshare organizes vanpools of LAWA employees, contract employees, and members of the public working in nearby locations that are commuting between similar home communities and worksites.

At the present time, LAWA has 69 vanpools in operation:

- Ford E150 XLT "Short Wheel Base" 8-Passenger Vans: 68
- Ford E150 XLT "Short Wheel Base" 9-Passenger Vans: 1

Additional vanpools are being formed.

LAWA vanpool destinations service geographically diverse sites that include Los Angeles International Airport (LAX), Ontario International Airport (ONT) and Van Nuys Airport (VNY). As the program expands, more destinations are being added.

The current method used by LAWA, and the City, to provide vanpools is a long-term leasing arrangement (five years in duration from beginning date of contract). The vehicles, their maintenance, full coverage insurance, and substitutions of vans in emergencies are all included in the contract. Fuel is provided by LAWA and the City. The typical commuter van operates an average of 24,000 miles per year, including commute miles, personal miles and vanpool administration miles.

The Vendor bills LAWA one standard monthly flat rate for the vehicles, which covers all maintenance, insurance and services provided by Vendor. Vendor also approves drivers to operate under their insurance. LAWA collects the passenger fares and assists with approving driver eligibility (e.g., Class B license, physical examinations, etc.). All communications regarding contract matters are strictly between the LAWA staff and the Vendor. Communication regarding maintenance, repairs, roadside assistance, and emergency substitution of vans may be conducted directly with approved drivers. However, under no circumstances may drivers or passengers be charged directly for any services or fees related to this contract.

During the next few years, LAWA, and the City, hope to expand and replace vehicles in its current fleet of vans. In this Request for Bids, LAWA wishes to receive Bids for the stated size vans and customer service assistance with managing the vanpool fleet. The services noted above (e.g., maintenance, insurance, etc.) would be included in such long-term leases. All vehicles will be ordered "as needed". LAWA will be replacing its current fleet of vans prior to June 30, 2014. Other City departments choosing to utilize the terms of this contract will begin replacing vehicles in July, 2014.

LAWA and the City currently participate in the Metro Vanpool Program. Therefore, **Bidder MUST be an existing approved vendor in the Metro Vanpool Program.**

CITY OF LOS ANGELES

Other various City Departments, including the City's Commute Options and Parking Section (COPS), Department of Water and Power (DWP) and the Port of Los Angeles (Port) Rideshare, also organize vanpools of City employees, contract employees, and members of the public working in nearby locations that are commuting between similar home communities and worksites.

At this time COPS operates 95 vanpools, DWP operates 81 vanpools and the Port operates 20 vanpools, a total of 196 vanpools.

The other City departments' combined existing fleet consists of:

• Ford E150 XLT "Short Wheel Base" 8-Passenger Vans:	124
• Ford E150 XLT "Short Wheel Base" 9-Passenger Vans:	1
• Ford 350 Extended XLT "Long Wheel Base" 10-Passenger Vans:	2
• Ford 350 Extended XLT "Long Wheel Base" 12-Passenger Vans:	69
TOTAL:	196

City of Los Angeles vanpool destinations service geographically diverse sites, including downtown Los Angeles, the Hyperion Treatment Plant (near LAX), the Van Nuys Civic Center, the Port's Berth 161 in the San Pedro/Wilmington area, several Griffith Park facilities and many other locations around the greater Los Angeles area. As the program expands, more destinations may be added.

The other City departments may choose to contract with the Vendor for stated size vans and customer service assistance with managing the vanpool fleet under the terms and conditions of this Bid. The services noted above (e.g., maintenance, insurance, etc.) would be included in such long-term leases. All vehicles will be ordered "as needed". Other City departments choosing to utilize the terms of this contract will begin replacing vehicles in July, 2014.

BID

Bid shall include a brief general description of Bidder's firm (and its proposed subcontractors, if any) specifically noting previous experience in providing the requested vehicles and services for employer-sponsored vanpool programs of equivalent size and quality.

Bid shall provide a list of five (5) references (including contact persons, addresses and current business telephone numbers) of van pool programs for which your firm has previously provided vehicles and services.

II. VEHICLES - OVERVIEW

LAWA is requesting Bids to lease custom converted commuter vans, generally as follows (see Appendix A for vehicle specifications and Appendix B for required seating configurations):

- 7-passenger customized commuter mini-vans – Dodge Caravan SXT or approved equivalent
- 8-passenger customized commuter vans on a "short wheelbase" chassis – Ford E150XLT Van or approved equivalent
- 9-passenger customized commuter vans on a "short wheelbase" chassis – Ford E150 XLT Van or approved equivalent
- 10-passenger customized commuter vans on a "short wheelbase" chassis – Ford E350 XLT Van or approved equivalent
- 12-passenger customized commuter vans on an "extended wheelbase" chassis – Ford E350 Extended XLT Van or approved equivalent

All vehicles shall meet requirements of all applicable California Vehicle Codes, and standards applicable under FMVSS, SAE and RVIA (electrical).

Prices quoted shall be for monthly unit prices for each type of van and for fixed rate prices, not varying with daily round trip miles (unlimited mileage). The successful Bidder's Agreement with the City shall be a straight lease with tax exemptions. Therefore, Bidder's quotation shall not include tax, and tax shall not be added to the monthly invoices.

The City of Los Angeles supports the Americans with Disabilities Act (ADA) and will require Lessor, on an as-needed basis, to provide modifications and/or conversions to specified vans in order to provide reasonable accommodations to vanpool members requiring special access due to a disability. This may include ramps, motorized lifts, etc., as determined by the LAWA/City. Costs for such modifications and conversions will be covered by Lessor.

Lessor agrees that a contract with the City does not establish a contract with individual drivers or passengers and that no additional charges or claims for payment owed should be made to any LAWA/City driver or passenger for any reason.

Vans will be replaced at 100,000 miles at no additional cost. Replacement vans must have less than 50,000 miles on the odometer.

Lessor will be responsible for all licensing and registration matters and costs.

Lessor will provide snow chains for specific vans at the request of Lessee at no additional cost to LAWA/City.

Vendors are advised that the LAWA/City actively supports efforts to improve the quality of air in the region. Pursuant to that goal, Vendors are requested to describe the costs, relevant details about, and availability of, vans which are "Alternative (Clean) Fueled Vehicles" (AFV's). Vendors should note that the City reserves the right to award contracts for a "mixed fleet" (e.g., gasoline and clean-fuel powered), and reserves the right to award contracts to several Bidders.

The LAWA/City also recognizes that a large number of accidents resulting in vehicle damage are due to backing errors. Therefore, Vendors are also requested to describe the costs, relevant details about, and availability of optional backing warning systems and rear view cameras.

III. SERVICE

Leasing of vans shall include all maintenance (including parts, fluids, tires and labor) including preventive maintenance, to comply with requirements of AB 550, as outlined in the "Preventive Maintenance & Safety Checklist" (see Exhibit "A"); and repair or replacement of parts or assemblies due to wear, defect or damage.

The following service arrangements are required by LAWA/City:

- (A) Vans must have Preventive Maintenance serviced every 5,000 miles or 6-months (whichever occurs first), with a record of service kept in the vehicle at all times.
- (B) For each van, a paper copy of the service receipt/invoice listing all service performed during the service must be placed inside of the van at the time service is rendered and a copy sent to the LAWA/City vanpool coordinator within 14 days of service.
- (C) If sub-contractors are being utilized to provide these services, Vendor is responsible for maintaining oversight and quality control, and is liable for any subpar services provided. All sub-contractors must be listed in Bid.
- (D) The Vendor (or sub-contractor) shall be responsible for pick up and return of vans needing emergency repairs or warranty work. Such servicing and delivery shall be performed between the hours of 7:00AM and 3:30PM, Monday through Friday, unless otherwise mutually agreed to by LAWA/City and Vendor.
- (E) If Vendor fails to complete any repair work or servicing on the same day (and within the hours stated in above), Vendor shall provide (at no additional cost) a substitute van for use by the vanpool until such time as service is completed for the assigned van. Such substitute van shall be clean and in good operating condition, have a seating capacity equal to or greater than the van it is replacing, and meet all legal requirements for vanpool operation, including AB 550.

- (F) If an equivalent loaner vehicle is not delivered prior to 3:00 PM, or prior to the agreed shift-end time, a **Liquidated Damages Fee of \$100.00** will be deducted from the monthly invoice for each separate instance. An additional \$100.00 will be deducted for each day that an equivalent loaner vehicle is not provided to the vanpool group.
- (G) If the van is disabled in a manner that cannot be repaired in the field, an equivalent loaner vehicle must be delivered to the breakdown site. If a van becomes inoperable (due to breakdown or accident) while en route to or from work, a substitute van shall be provided within 30 minutes of notification of Lessor to enable the passengers to complete their trip. Reasonable additional response time may be allotted due to circumstances beyond the Lessor's control (e.g., traffic conditions).
- (H) LAWA/City intends that Vendor will provide adequately placed response vehicles and/or service providers to ensure that emergency roadside assistance will be provided within 30-minutes of initial phone call to Vendor. 24-hour roadside assistance **MUST** be provided with response times of 60 minutes or less. A **Liquidated Damages Fee of \$100.00** will be deducted from the monthly invoice for each separate instance that response times exceed the 60-minute maximum. Continued non-performance will be cause for cancellation of the contract.
- (I) The Vendor shall provide the LAWA/City with ONE "hotline" telephone number to be called for problems (such as breakdowns or accidents which cause leased vans to be inoperable; need for substitute vans, etc.). This number shall be operable (and replacement vans available) on a 24-hours-per-day basis. In addition, at least one Vendor representative shall be accessible at all times. Vendor shall be responsible for coordinating the necessary work and or services. LAWA/City or its van drivers will not be responsible for separate calls to obtain towing services and substitute vans, or for determining whether a problem with a van is a manufacturer or converter responsibility.
- (J) Vendor **MUST** provide a live person (not a recording or an electronic menu), located in the Southern California Region, answering phone calls 24 hours a day. During business hours of 7:00 AM to 6:00 PM, Vendor's representative must be available to answer inquiries. During all other hours a live answering service may be utilized, provided that the emergency roadside assistance requirements above can be met, and the answering service has the capability of reaching Vendor's representative for emergency responses.
- (K) Lessor will provide each van with an annual van detail cleaning service (wax, polish, shampoo carpet and seats, etc.) at a date to be determined by LAWA/City.
- (L) Lease rates shall also include the following administrative support services: Assistance in filling seats through trip matching, when needed; assistance in starting new van pool groups, when needed; approval/denial of new drivers within 48-hours of submittal of driver application by LAWA/City and/or applicants; ongoing communication between Vendor and LAWA/City regarding vanpool vehicle, route, driver, and rider information shared by both parties; ongoing communication with drivers and riders through a newsletter or Web site; attendance at LAWA/City Rideshare Fairs or other employee events, as requested; additional marketing materials to be used in promoting vanpool participation

IV. INSURANCE

Prices quoted shall reflect the cost of primary automobile liability insurance provided by Lessor. A minimum of \$5 million liability insurance, Comp/Collision, and \$100,000.00 Uninsured Motorist coverage is required for each van, with no deductible. All drivers must be covered by insurance, whether or not approved by Vendor to drive vehicle. Lessor must provide each van with a copy of "evidence of insurance certificate" to be kept in the van. Any damage to leased vans not covered by insurance is to be paid by Lessor **regardless of who is at fault** (cracked windshield, dents, tires, mirrors, seats, etc.). LAWA and the City of Los Angeles shall be included as additional insureds. Lessor shall specify the types and amount of coverage. The City Attorney and LAWA/City shall be notified 30 days in advance of any cancellation, or material reduction in coverage or limits of the policy. Failure to provide stated insurance at no additional cost is cause for terminating contract.

V. DELIVERY AND QUANTITIES

Lessor will provide Lessee with the required vans within 30 working days (or a mutually agreed upon period) after receiving a Sub-purchase Order from Lessee. The vehicles shall be new, of the latest model year, and shall have an odometer reading not greater than 1,000 miles. The vehicles shall not have been used in any demonstration. Lessor will deliver vehicles to various LAWA/City locations designated by Lessee. All vans shall be delivered with a full tank of gas.

The quantities stated herein are only estimates. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted.

The Lessee reserves the right to return and terminate the lease of any delivered van that has a drop in passenger occupancy rate to 50% or less over a period of 90 consecutive days or more. The City will provide Lessor with a minimum of 30-day notice of termination of such van. Vans must be retrieved by Lessor within 7 days at the end of the 30-day notification. The City will not be charged any penalties or fees for terminating low occupancy van pools.

V. MONTHLY INVOICES AND REPORTS

Monthly invoices must be submitted on the first of each month for the previous month's leasing period. Monthly lease rates shall be prorated for partial months based on delivery date of the vehicle. Monthly invoices must include:

- (A) An overall summary page and detailed listing of each individual van with identification numbers (year, make, model, VIN, etc.), seating capacity, and monthly lease cost
- (B) LAWA/City assigned vanpool identification number (MXXXX, CS-XXX, or equivalent) for each van pool
- (C) A list of vans that participate in the Metro Vanpool Program and the amount of credit received
- (D) Credits for Liquidated Damages Fees that occurred during the invoice month
- (E) Vendor's correct current mailing address for payment

The lessor shall provide LAWA/City with monthly and quarterly reports, to include the following:

- (A) Monthly Repair Report that indicates vehicle information, description of service completed, date(s) of service, and whether a loaner van was provided
- (B) Monthly Driver Listing indicating all current approved drivers, coordinators, and Metro "participants" for each van
- (C) Quarterly Listing of all participants/members of each vanpool
- (D) All reports must use the LAWA/City assigned vanpool identification number (MXXXX, CS-XXX, or equivalent) and contract number

VI. BID CONTENTS

Bids shall include (in addition to other required information and forms):

- A. Cost Quotations for 7-12 Passenger Vans
- B. Description of Vendor and Proposed Subcontractors (including current and previous experience)
- C. List of five (5) References (with current contact information)
- D. Description of Proposed Emergency and Preventive Maintenance Arrangements
- E. Description of Features for All Vans (including make, model, year, additional features, etc.)
- F. Delivery Information
- G. Other Items (literature, etc., giving further details of Vendor's capabilities or products as they apply to this Bid)
- H. Completed documents requested in Administrative Requirements Section of RFB
- I. Any exceptions to Bid requirements must be stated in Bid response for consideration

VI. LEASE TERM

The term of this lease shall become effective upon the date of execution of this agreement by both parties. The lease for each van shall begin at time of vehicle delivery and terminate at the end of this contract.

VII. TERMINATION

Termination may be commenced by the LAWA/City whenever the selected Bidder shall default in its performance of this contract, and fails to cure such default (or fails to diligently commence to cure such default) within a period of 10 days after receipt from the City of a notice specifying the default. Any such termination shall be effected by delivery of the selected Bidder of a notice of termination specifying that termination is for default of the selected Bidder and the extent to which performance of work under contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the City, the selected Bidder shall stop work under the contract on the date and to the extent specified in the notice of termination. The selected Bidder shall be paid on the basis of work completed in accordance with the previously agreed upon payment schedules in effect prior to the effective date of termination.

All vans leased upon contract will terminate on contract end date, 60 months from the date the contract was awarded, regardless of date the vans were actually delivered. At the expiration of contract/lease, vans shall be returned to Lessor in "As-Is" condition. The City will not be charged for anything not included in contract. Vans will be returned with a minimum of 1/4 tank of gas.

APPENDIX A -- VEHICLE SPECIFICATIONS

- 1) 7-Passenger Vehicles
Make & Model Chassis: Dodge Caravan or Approved Equivalent
GVWR: 6600
Engine: 4.6L
CYL: V8
Net HP: 225@4800 RPM
Net Torque: 286@3500 RPM
Transmission: 4 Speed Auto

- 2) 8 & 9-Passenger Vans
Make & Model Chassis: FORD E150 XLT Van on a "Short Wheelbase" Chassis or Approved Equivalent
GVWR: 6600
Engine: 4.6L
CYL: V8
Net HP: 225@4800 RPM
Net Torque: 286@3500 RPM
Transmission: Ford 4 Speed Auto

- 3) 10-Passenger Vans
Make & Model Chassis: FORD E350 XLT Van on a "Short Wheelbase" Chassis or Approved Equivalent
GVWR: 6600
Engine: 5.4L
CYL: V8
Net HP: 255@4800 RPM
Net Torque: 286@3500 RPM
Transmission: Ford 4 Speed Auto

- 4) 12-Passenger Vans
 Make & Model Chassis: FORD E350-Ext XLT Van on an "Extended Wheelbase" Chassis or Approved Equivalent
 GVWR: 6600
 Engine: 4.6L
 CYL: V8
 Net HP: 225@4800 RPM
 Net Torque: 286@3500 RPM
 Transmission: Ford 4 Speed Auto

- 5) ALL vehicles delivered for an initial order shall be new, of the last model year, delivered new, and not previously used, with fewer than 1,000 miles on the odometer. Vehicles shall be delivered in fully operational condition, with no mechanical problems. The vehicle's features shall be factory-installed, Original Equipment Manufactured (OEM), and approved by the vehicle's manufacturer. ALL vehicles will have a five-year lease with unlimited mileage, fully maintained, with full insurance,
- 6) The vehicles shall meet all of the applicable requirements of the Federal Motor Vehicles Safety Standards, Titles 8 and 17 of the California Code of Regulations, the California Vehicle Code, and the California Air Resources Board. All vehicles shall meet the State of California regulatory agency's emission standards. Each van shall be labeled with "Van Pool" signs/stickers in compliance with the California State Assembly Bill 550, and meet all standards applicable under FMVSS, SAE and RVIA (electrical).
- 7) Vehicles shall be delivered with four (4) sets of keys and two (2) keyless entry remotes. Vendor is responsible for providing additional keys if requested.

EXTERIOR:

- 8) Exterior of vehicles should be white, and the sides should be free from Vendor's decals. Vendor agrees that LAWA/City may install its own program decals on both sides of the vehicle. If the Vendor wishes to display its own advertising on the rear of the vehicles, an advertising discount should be included in the price and documented as such. The interior colors shall be mutually agreed upon between LAWA/City and the Vendor. LAWA/City reserves the right to reject vehicles whose colors are not acceptable for department use.
- 9) The van roofs shall be less than 83 inches from the ground when the vehicles are empty and the tires are properly inflated. The wheelbase shall not exceed 140 inches.
- 10) Van shall be equipped with front and rear bumpers with bumper guards.
- 11) Headlights shall be halogen or LED, equipped with daytime running lights. A Truk-Lite, amber in color, is to be mounted as a "cornering" light and shall be wired to the right turn signal.
- 12) Each van shall be equipped with an under-the-hood service light.
- 13) Each van shall have dual electric horns, dashboard gauges to monitor engine temperature and oil level, and an engine cover console with tray and closing storage. Each van shall be equipped with 2-speed windshield wipers with an intermittent mode.
- 14) Each van shall have an automatic transmission with overdrive, electronic ignition and EEC-V computer or equivalent. The engine cooling system and oil cooling systems of each van shall be the heaviest duty cooling systems available from the manufacturer.

- 15) The vans shall have 4 wheel anti-lock brakes, power steering, deluxe tilt steering wheel, cruise control, power windows, and power door locks on the driver and front passenger sides, and shall be equipped with Tracton Assist- Advance Trac with RSC or equivalent
- 16) Van shall be equipped with and a high center-mounted rear brake light.
- 17) The battery shall be a minimum of 650 cold cranking amps and 72 amps/hour, maintenance-free, and the alternator shall be heavy-duty, minimally rated 155 amp, 12-volt.
- 18) Each van shall have 5 steel-belted, radial tires, Goodyear, or Firestone, P225/75R15 or P235/75R15 XL, "extra load" rated 2,183 pounds at 41 pounds per square inch maximum pressure, with all season treads with one full-size, conventional spare tire, and a Tire Pressure Monitoring System. The spare shall be mounted inside the van under the rear seats.
- 19) Each van shall have Monroe Gas-Magnum Shocks or approved equivalent. Front and rear shock absorbers shall be rated heavy duty with front stabilizer bar. Each van's rear spring rating shall be not less than 3,620 pounds. Shocks should provide a softer ride instead of a firmer ride.
- 20) Each van shall be equipped with a minimum 25-gallon capacity fuel tank. All tanks shall have a sheet metal label hot-stamped or engraved "GASOLINE".
- 21) The Contractor shall provide vans with a full-length, extra-wide running board, with a nonslip surface securely mounted and a courtesy step-well light for rear passenger ingress and egress, which shall activate when any side door is opened, regardless of whether the vehicle's ignition is on or off.

INTERIOR:

- 22) Interior colors shall be mutually agreed to between the City and the successful Bidder at time of award of contract.
- 23) Van shall be equipped with an engine cover console, with pocket to house notebook and papers, a writing tray and two cup holders; AM/FM stereo with CD and MP3 audio input capability; electronic digital clock and 4-way speakers; and individual overhead passenger reading lights of the aircraft swivel type.
- 24) Factory or Converter interior to include full-length color-coordinated carpeting, ceiling, window garnish moldings at side windows and wall/door panels; Factory or Converter ceiling and covering of AC valances shall meet FMVSS 302 standards; plastic AC valances colored to match the ceiling may be used in lieu of fabric covering.
- 25) Factory-installed sun visors are to be color coordinated with the fabric of the ceiling; LAWA/City desires to have "slit" pockets on both sides of both visors, sized to allow storage of road map sized items.
- 26) Factory dome lights are to remain in the vans and are to be wired to go on when any side door is opened; except for the above-mentioned dome lights, all remaining overhead lights are to go off when the vehicle's ignition is turned off. All overhead lights are to be wired via an acceptable wiring harness, and all connectors are to be of the "spade" or "molded" variety. Butt connectors and/or Scotch locks are not acceptable.
- 27) All seats shall be cloth-covered, high-back, reclining "Captain" style (no bench seating). All seats shall have an inside armrest and shall be treated with a Teflon coating, such as Soil Shield or Inner Shield. The Contractor shall provide "in vehicle pull test" certification of seats and hardware in accordance with applicable FMVSS standards, a copy of the seat manufacturer's warranty, and an "Installer's Bill

of Materials", detailing hardware and under-floor supports as tested. All seats are to have pockets on the back (for magazines, maps, newspapers); the back of the center rear seat must fold down to permit unencumbered emergency exiting. All seat coverings shall be of the same material and color as the factory-installed driver and front passenger seats. All fabrics must meet (as minimum standards) 50,000 rubs per Wyzenbeek Surface Abrasion test, 200 hours Lightfastness test (AA TCC-16A), and pass DOT FMVSS 302 standard. Written proof of the above tests (or equivalent), as well as details of the materials offered, are to be supplied with the Bid. Seat manufacturer model(s) shall be stated in Bid, and are subject to approval by LAWA/City. Bidder shall provide a copy of seat manufacturer's warranty with Bid.

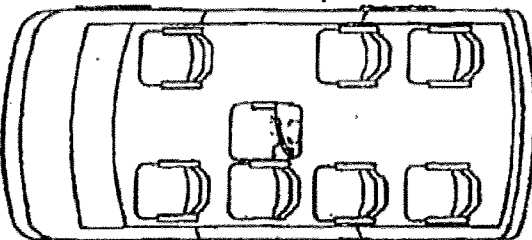
- 28) Three-point restraint system with shoulder and lap belts shall be certified and installed for driver, front passenger, and all other passengers, as required by applicable Federal Motor Vehicle Safety Standards (FMVSS) 207, 208, and 209 and the State of California regulations. These seat belts may be integrated into the seats as allowed by the regulations. Retractors shall be placed so as to give clearance for legs and feet of passengers sitting directly behind -- retractor boxes mounted on seat backs are not acceptable.
- 29) Passenger seats along the interior walls of the van shall be positioned so that there is a minimum clearance of 3 inches between the wall and the seat. Seating configuration diagram shall be similar to Exhibit B.
- 30) The driver's and passenger's front seats shall be equipped with an airbag.
- 31) Van shall be equipped with a minimum five (5) coat hooks that shall have a clearance of at least 1/2 inch from air conditioning ducts or other obstacles. The interior wall is to be reinforced where the coat hooks are installed for better retention of the mounting screws.
- 32) The side doors shall be dual, swing-out type. Each side of the entry doors shall have an entry assist grab handle ("pull") installed on the inside, located for ease of use, and shall be attached so as not to come loose during the life of the van while in commuter use.
- 33) Each van shall have the vented window package, with full vision, tinted windows behind the driver's seat or front seat, including a wide-angle, rear window lens. Each van shall have remote-power, rear-view mirrors (6" X 9" minimum) with convex bubbles on the driver and the passenger side mirrors and rear window.
- 34) The van windows shall have pull-out emergency pins and "Emergency Exit" decals with instructions as to the use of the windows as emergency exits. Each van shall also be equipped with rear door exit capability from the interior, with release of hidden-cable type, lever, ring operated, or any other original manufacturer-installed release mechanism. The locations and instructions for these exits shall be conspicuously posted.
- 35) One fire extinguisher with integral bracket, mounted on the floor, shall be provided for each van. The fire extinguishers shall be fully charged, inspected, and maintained and shall carry the tag so stating. Each van shall contain an emergency reflector triangle kit (Grote# 71422, with three reflectors or equivalent) to meet requirements of AB 550. Each van shall be equipped with the tools required to jack up the van and change a tire and first aid kit equivalent to the vehicle's passenger capacity shall also be installed on each van.
- 36) Front and rear air conditioning and heating shall be supplied. Factory standard, front integral and rear-perimeter, non CFC refrigerant, overhead ducted air conditioning and heating, with dual controls, shall be provided on each van. The rear perimeter system's fans shall provide equal air volume via 4 ball type outlets placed in the overhead valances. Outlet balls shall have a minimum inside diameter of 2 1/4 inches. Controls shall be dashboard-mounted for easy access to the driver. Rear air conditioning and heating shall work in conjunction with the factory-installed front unit. Both systems

shall have a 3-speed blower. The AC system is to be of such quality that there shall be no interruption of cold airflow coming from the air outlets when the van is under hard acceleration.

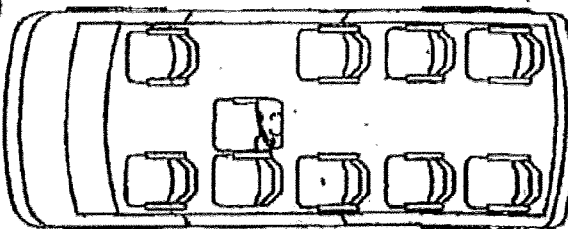
- 37) All new wiring and all wiring that is exposed shall be installed in flexible non-metallic loom, with crimped connectors, all properly insulated. All wiring shall be of adequate size to carry designed electrical load without excessive voltage drop. All wiring passing through partitions or bulkheads shall have a rubber grommet at that point for chafe protection. All wiring shall be routed and secured to prevent damage from abrasion and heat. All wiring shall be color or number coded. Color or number coding shall be continuous throughout circuit, from beginning to end. All electrical circuits shall have circuit breaker and/or fuse protection devices.
- 38) Each vehicle shall be delivered with an owner's manual. All printed documents, including drawings and instruction books, if applicable, shall be in the English language. All units of measurement shall be in the foot pound second system.
- 39) Each vehicle shall be delivered with valid DMV Vehicle Registration card and stickers, valid evidence of insurance card, and valid license plates (not e-plates or government plates).
- 40) Optional Features which may or may not be added to contract at additional cost per van per month:
- Backing Alarm
 - Backing Camera
 - GPS Tracking Device
 - Wi-Fi Service
 - In-Vehicle Vacuum System

FORD FLOOR PLAN

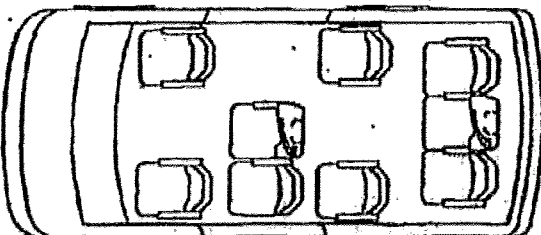
City of LA PLAN



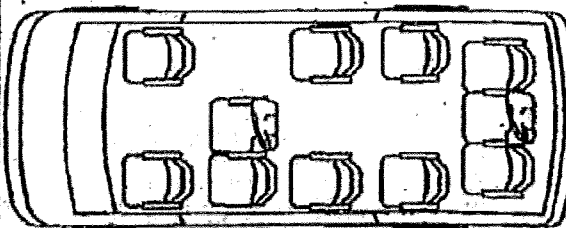
8 Passenger
★ Short Wheel Base



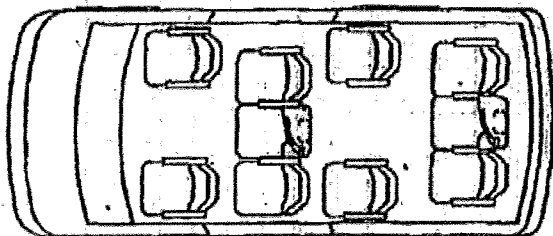
★ 10 Passenger
Long Wheel Base



★ 9 Passenger
Short Wheel Base

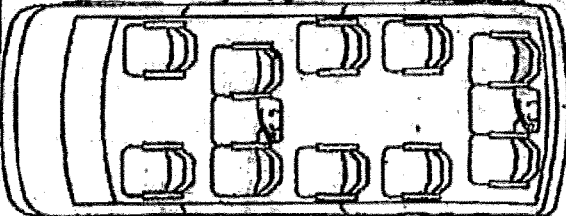


11 Passenger
Long Wheel Base

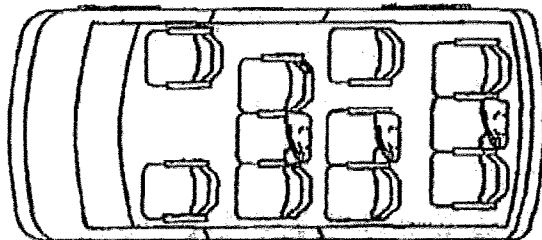


10 Passenger
Short Wheel Base

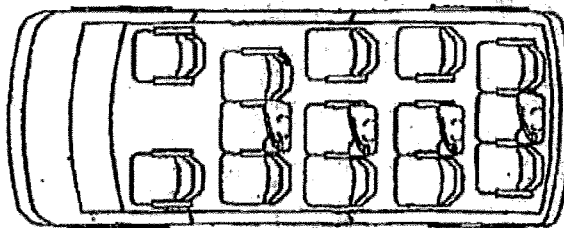
City of LA PLAN



★ 12 Passenger
Long Wheel Base



11 Passenger
Short Wheel Base



14 Passenger
Long Wheel Base

VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET

IMPORTANT NOTES TO READ BEFORE FILLING THIS WORK SHEET:

- This is a computer generated work sheet and should be completed on a computer. For each item enter your bid price under the column entitled **NET UNIT PRICE**. The worksheet will calculate automatically the **EXTENDED PRICE** and the **TOTAL BID PRICE**. Entering price by hand or typing it is **NOT** recommended and will result in extra verification staff time and cost for our agency.
- Enter your response in the white rows if you bid on the items as specified. **USE THE SHADED ROWS BELOW only for "or equal" items.**
- If bidding "or equal" items in the shaded rows, enter manufacturer name and product or catalog number in the said rows. If this information is missing, your bid response may not be considered.
- Enter only one response per item, either in the white row OR in the shaded row. Entering two responses per item will result in an error total of your bid and may render it non responsive.
- Use this Excel worksheet on the website: www.labavn.org. Complete your bid worksheet, save it, print it and submit it with your bid response. Do not email.
- Note: Bidder shall also state Total Bid Price from this Worksheet in the bid section entitled: **BID PRICES VERIFICATION WORKSHEET** (Bid page 2 of 8).

BIDDER MUST ENTER ITS NAME HERE: _____

Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION:	QUANTITY NEEDED	NET UNIT PRICE	EXTENDED PRICE
1	FORD	E150 XLT VAN	Gasoline-powered 8-Passenger van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 286@3500 RPM, 4 Speed Automatic Transmission	68	\$0.00	\$0.00
or equal				68	\$0.00	\$0.00
2	FORD	E350 XLT VAN	Gasoline-powered 9-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
3	FORD	E350 XLT VAN	Gasoline-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
4	FORD	E350-Extended XLT VAN	Gasoline-powered 12-Passenger Van with 9100 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00

TOTAL BID PRICE: _____

\$0.00

VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET

BIDDER MUST ENTER ITS NAME HERE: _____

Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	NET UNIT PRICE	EXTENDED PRICE
Optional Equipment: (Will not be evaluated for award of bid, but LAWA may choose to add to the contract:						
5	Dodge	Caravan	Gasoline-powered 7 Passenger Van with 6050 GVWR, 3.6 L V6 Engine, Net HP: 283@6400 RPM, Net Torque: 260@4400 RPM, 6 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
6	Dodge	Caravan	Ethanol-powered 7 Passenger Van with 6050 GVWR; 3.6 L V6 Engine, Net HP: 283@6400 RPM, Net Torque: 260@4400 RPM, 6 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
7	Dodge	Caravan	Compressed Natural Gas (CNG)-powered 7 Passenger Van with 6050 GVWR, 3.6 L V6 Engine, Net HP: 283@6400 RPM, Net Torque: 260@4400 RPM; 6 Speed Automatic Transmission	1	\$2.00	\$2.00
or equal				1	\$0.00	\$0.00
8	Ford	E150 XLT VAN	Ethanol-powered 8-Passenger Van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 286@3500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
9	Ford	E150 XLT VAN	CNG-powered 8-Passenger Van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 286@3500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
10	FORD	E350 XLT VAN	Ethanol-powered 9-Passenger Van With 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
11	FORD	E350 XLT VAN	CNG-powered 9-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
12	FORD	E350 XLT VAN	Ethanol-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
13	FORD	E350 XLT VAN	CNG-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00

VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET

BIDDER MUST ENTER ITS NAME HERE: _____

Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	NET UNIT PRICE	EXTENDED PRICE
Optional Equipment: (Will not be evaluated for award of bid, but LAWA may choose to add to the contract:						
or equal				1	\$0.00	\$0.00
14	FORD	E350-Extended XLT VAN	Ethanol-powered 12-Passenger Van with 9100 GWMJR 5.4 L/V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4-Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	\$0.00
15			Optional Backing Alarm (Per van price)	69	\$0.00	\$0.00
16			Optional Backing Camera (Per van price)	69	\$0.00	\$0.00
17			Optional GPS Tracking (Per van price)	69	\$0.00	\$0.00
18			Optional Wi-Fi (Per van price)	69	\$0.00	\$0.00
19			Optional In-Vehicle Vacuum System (Per van price)	69	\$0.00	\$0.00

BIDS

(Pages LBPP-1 through LBPP-5)

**LOS ANGELES WORLD AIRPORTS (LAWA)
REQUEST FOR BIDS- LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)
Board of Airport Commissioners Resolution No. 24781**

Effective July 1, 2012

Local Business Prime	8%
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Or

Local Business Subcontractor (s)	Up to 5%
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MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON LAWA-FUNDED CONTRACTS GREATER THAN \$150,000.00

A. General

This program is subject to the policies and requirements established by the Board of Airport Commissioners (BOAC). LAWA established the LBPP as part of its commitment to help local businesses participation in LAWA contracts. The LBPP seeks to leverage funds expended under contracts to stimulate local business activities, encourage businesses to set up operations locally, and to augment local job creation efforts. It will also lay a foundation for a sustainable local economic development by promoting the creation, expansion, and retention of local businesses. LAWA shall opt out when the contract is funded by a grant or is federally-funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. Secondly, LAWA can opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Failure to comply shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency. However, LAWA is entitled to determine at anytime that it is not in LAWA's best interest to grant a Bid preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business.

B. Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, LAWA requires that the prospective local business submit an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. An affidavit form is attached and is also available to be downloaded on the LABAVN website at <http://www.labavn.org>. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on LABAVN shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on LABAVN as such prior to the bid due date in order to participate in the LBPP. In cases where the affidavit was submitted prior to the proposal deadline but has not been verified by BCA/OCC and the local business designation would result in a change of award recommendation, status as a local business will be based on the date it was submitted.

C. Definitions

1. "Contract" means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of LAWA.
2. "Contractor" means the person, business or entity awarded the Contract by LAWA.
3. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts, this may include, but not be limited to Cash Discount, or Combined Award Discount.
4. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
5. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders

offering such a discount. CADs are applicable if the specification or bidding document includes the CAD provision clause, it is applicable to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.

6. "Local Business" means a business entity that occupies work space within the County of Los Angeles and is in compliance with all applicable City or county licensing and tax laws, and can demonstrate one of the following: (1) It is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full-time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at a minimum of 60 percent of their total, regular hours worked on an annual basis.

- (a) A business entity with multiple locations within the County can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
- (b) A business entity awarded a LAWA contract under the LBPP must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.

7. "Local Subcontractor" means a contractor that meets the same qualification as a local business.

8. "Provisionally Qualified Local Business" means a business entity that is yet to establish operations within the County, and does not immediately qualify as a local business under the Los Angeles Administrative Code. However, the business is provisionally qualified as a local business because it is undertaking imminent steps to qualify as a local business as defined by Article 21, Section 10.47.3. No later than 60 days after the date on which the Contract with LAWA is awarded, but prior to execution of the contract, the Provisionally Qualified Local Business must become a qualified Local Business.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive an 8% preference credit to their bid in excess of \$150,000.00 or bids in excess of \$1,000,000.00 if a Provisionally Qualified Local Business.
2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% preference credit to their bids.

(a) LAWA shall provide a 1% preference, up to a maximum of 5%, to the proposal price for every 10% of the cost of the proposed work to be performed by the local subcontractor. This rule applies to a local subcontractor or local subcontractors; provided that the work performed is of a commercially useful purpose in execution of the contract and/or performed in the subcontractor's normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.

3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose primary work location is in Los Angeles. Preferences shall only be awarded for equipment, goods or materials when the Local Business or Local Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods or materials (not less than two thirds of the time), at a business location in the City.
4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive an 8% preference credit to its bids, as long as the proposed contract between the business and LAWA involves consideration no less than \$1,000,000.00 and has duration of no less than three (3) years.

(a) To participate in the program a proposed Provisionally Qualified Local Business must download and complete a Provisionally Qualified Local Business affidavit form at www.bca.lacity.org, which it shall attach and submit with its bid documents to LAWA.

5. A Provisionally Qualified Local Business shall lose its status as such when it fails to fully comply as a local business within 60 days after the date on which the Contract with LAWA is awarded. LAWA shall notify the Provisionally Qualified Local Business thirty (30) days to the anniversary of the second month notifying the business that it comply as a local business or contract award will be rescinded. Loss of status as a Provisionally Qualified Local Business is permanent; closure forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on LAWA Contracts.
6. Once a Provisionally Qualified Local Business is notified by LAWA of its intent to award a contract, the Provisionally Qualified Local Business shall submit all of the following; (1) an enforceable, contractual right to occupy commercial space within the County, which shall commence no later than 60 days after the date of the execution of the contract; (2) a business plan on its ability to become a Local business; (3) any other sufficient documentation required by LAWA:

All required supporting documentation/ evidence demonstrating qualification as a Provisionally Qualified Local Business must be submitted to LAWA within 30 days of request.

(a) If LAWA is satisfied with documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the business the contract, LAWA prior to the execution of the contract shall send BCA a memo stating that the business was able to demonstrate that it qualifies as a Provisionally Qualified Local Business, the memo shall also list the documents received by LAWA, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.

7. The maximum preference for all qualifying local businesses, local subcontractor(s), and provisionally qualified local businesses shall not exceed \$1,000,000.00 for any bid.
8. A bid preference does not reduce the contract amount.
9. In the event where a certified Local business bids on a LAWA contract, and is

determined by LAWA after the bid deadline to not qualify as a Local Business, the business will be eligible for a Local Subcontractor Preference of up to 5 percent, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.

- a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
 - b. It is the responsibility of the business registered on LABAVN as a certified Local Business to inform BCA via email at bca.certifications@lacity.org, that it no longer meets the certification criteria within seven days of the change. Failure to do so shall be construed as a misleading and/or false statement.
10. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
 11. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Subcontractor (s) no longer qualifies as a Local Business, providing the basis for a Local Subcontractor Preference and the Prime Contractor fails to replace the Subcontractor (s) with another Local Subcontractor (s) within 60 days of notification by LAWA, LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
 12. In the event that investigations reveal that a business fraudulently represents itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall lose its status as such for up to five years. This will also apply to any business that has received a preference, but failed to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

E. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses, provisionally qualified local businesses, and local subcontractors claiming non-compliance by LAWA or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates complainant's allegations.
2. Any complaints that meet the criteria of No. 1 shall be investigated by BCA, OCC in its role as the Designated Administrative Agency.

Submit complaints to:

By Mail **Office of Contract Compliance
Bureau of Contract Administration
Department of Public Works
1149 South Broadway, Suite 300
Los Angeles, CA 90015**

By Email **bca.biphelp@lacity.org**

THIS FORM MUST BE OBTAINED FROM
WEBSITE TO BECOME ELIGIBLE



AND UPLOADED TO THE WWW.LABAVN.ORG
DO NOT SUBMIT THIS FORM WITH YOUR BID.

**LOCAL BUSINESS CERTIFICATION
AFFIDAVIT OF ELIGIBILITY**

Name of Firm SAMPLE FORM BAVN Company ID Number _____

Business Address _____

City, State, Zip Code _____

Telephone Number _____ Fax Number _____ E-mail Address _____

I declare that _____ (Firm's Name)

1. Occupies work space within Los Angeles County, and can submit proof of occupancy to the City of Los Angeles by supplying evidence of a lease, deed or other sufficient evidence demonstrating that it is located within Los Angeles County.
2. Is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Los Angeles or Los Angeles County taxes.
3. Can demonstrate compliance to one of the following:
 - a. at least 50 of its full-time employees perform work within the boundaries of the Los Angeles County at least 60 percent of their total regular hours worked on annual basis; or
 - b. at least half of its full-time employees work within the boundaries of the Los Angeles County at a minimum of 60 percent of their total regular hours worked on annual basis; or
 - c. Is headquartered in Los Angeles County. Headquartered means that the business physically conducts and manages all of its operations from a location in the County.

I declare under penalty of perjury that the foregoing is true and correct.¹

SIGNATURE SAMPLE FORM Title _____

Printed Name _____ Date _____

Certified Local Businesses are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on City contracts in excess of \$150,000. Preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County. Preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials at a business location in Los Angeles County. The maximum bid or proposal preference shall not exceed One Million Dollars (\$1,000,000) for any Bid or Proposal.

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every two (2) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

¹ Knowingly and willfully providing false information is a violation of the City Ordinance #181910 and could subject you to fines, contract termination or debarment from transacting business with the City. Business owners claiming eligibility to the Local Business Preference Program criteria must sign this affidavit.

General Conditions

(In the general conditions listed below, the City of Los Angeles, Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

FORM OF BID AND SIGNATURE. All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental LAX Procurement Services Division. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids must be signed. If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized corporate officers. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

TAXES. Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Other taxes must be included in the bid prices.

AWARD. Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. The right is reserved to reject any, or all, bids and to waive any informality in bids.

BRAND NAMES AND SPECIFICATIONS. Unless otherwise stated the detailed specification and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offer to supply articles substantially the same as those described herein will be considered regardless of minor variation(s) from the listed specifications, or specifications of the articles described by brand name.

PATENTS. Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

SPECIFICATION CHANGES. If provisions of the Specifications restrict bidder from bidding, he or she may request in writing that the specifications be modified. Such request must be received by the Purchasing Manager at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

CITY HELD HARMLESS. To the fullest extent permitted by law, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. In the event the "Administrative Requirements" includes a "Hold Harmless" clause, this "City Held Harmless" clause shall be replaced and superseded by the Hold Harmless clause set forth in the Administrative Requirements. In the event the signed contract includes a "Hold Harmless" clause, the signed contract's "Hold Harmless" clause shall replace and supersede all other Hold Harmless clauses.

PURCHASE AGREEMENT DOCUMENTS. A copy of the Notice Inviting Bids, the bid and a copy of these General Conditions and the Specifications will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

DEFAULT BY SUPPLIER. In case of default by supplier, the City reserves the right to procure the articles or services from other

sources and to hold the supplier responsible for any excess costs occasioned the City thereby.

PAYMENTS. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

SAFETY APPROVAL. Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

PATENT RIGHTS. The supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the supplier is not the patentee or assignee, or which the supplier is not lawfully entitled to sell.

ASSIGNMENT. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

ATTORNEY'S FEES. If City shall, without any fault be made a party to any litigation commenced by or against Supplier arising out of Supplier's performance of this Agreement or incident to such performance and as a result of which Supplier is finally adjudicated to be liable, then Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

BID PROTEST. Any bid protest must be submitted in writing and postmarked within fourteen (14) calendar days after the date of bid opening. The day after bid opening shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 82216, Los Angeles World Airports, Los Angeles, CA 90003-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- a. The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- b. The protest must refer to the specific portion of the document which forms the basis for the protest.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- e. The Executive Director/Board of Airport Commissioners will issue a decision on the protest. If the Executive Director/Board of Airport Commissioners determines that a protest is frivolous, the protesting party may be determined to be irresponsible and may be determined to be ineligible for future contract award.
- f. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

TERMINATION OF CONTRACT FOR CONVENIENCE. LAWA may terminate this Contract, with or without cause, and without liability for costs or damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.



NOTICE: IMPORTANT INVOICING INSTRUCTIONS

Los Angeles World Airports

Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for Los Angeles World Airports pertaining to materials and services, must be mailed to:

LAX and Van Nuys Airport Invoices

Los Angeles World Airports
Attn: Accounts Payable
PO BOX 92892
Los Angeles, CA 90009

Ontario Airport Invoices

Los Angeles World Airports
Attn: ONT Construction & Maintenance
2132 E. Avlon Avenue
Ontario, CA 91761

2. All invoices **MUST** have the following **SIX** elements: 1) the Purchase Order Number; 2) the LAWA division name; 3) the name of the LAWA employee ordering materials and/or services; 4) invoice number; 5) remittance address; and 6) discount or payment terms.

Note:

- Invoices without the six elements above will experience delays in processing.
- The remittance address must be the correct address on file with Los Angeles World Airports.
- LAWA's Purchase Order Number is a ten-digit number that begins with '45'.

3. The invoice prices, description and quantities **MUST** AGREE WITH THE PURCHASE ORDER LINE ITEMS;

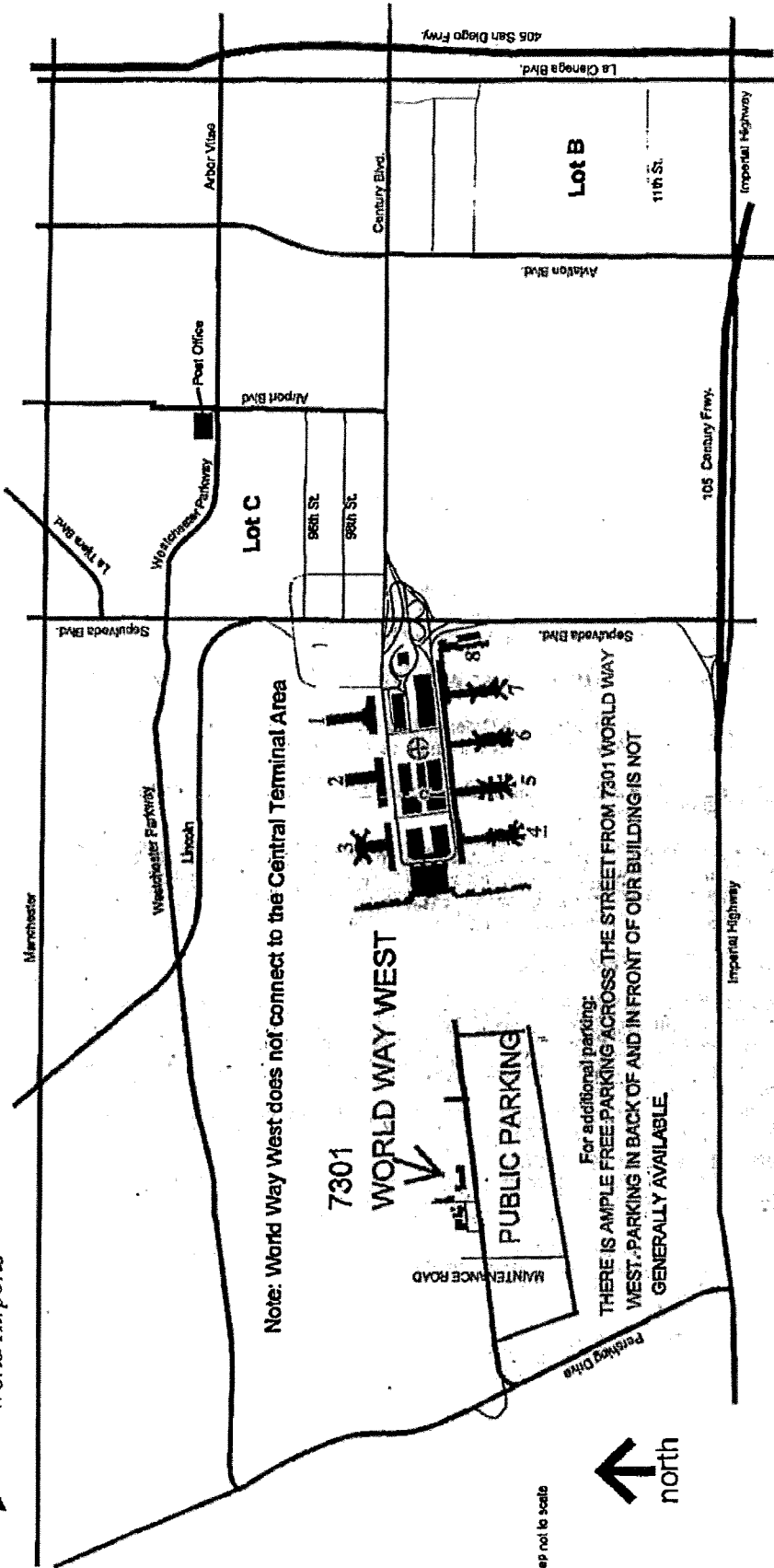
Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. Discounts or payment terms should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.
5. Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all the requirements, the date that all requirements have been met by the vendor will be the date used for invoice processing and discount computation.
6. Other important invoice instructions and requirements:

- **FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in excess of \$75.
- **TAXES:** Sales taxes must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS:** Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION:** Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS:** The original invoice number must appear on any credit memo.

NOTE: Your firm must be in full compliance with **ALL** Administrative Requirements listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay in prompt invoice payment.

If you have questions regarding the Invoice Instructions, please contact your LAWA Contract Manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys) or (909) 544-5264 (Ontario).



DIRECTIONS TO THE LAWA PROCUREMENT PURCHASING OFFICE:

Los Angeles World Airports- 7301 World Way West, 4th floor, Los Angeles, CA 90045

1. 405 (South) or (North) to 105 (West)
2. 105 (West) to the end. (Imperial Highway)
3. Imperial Highway (West) approx. 3 signal lights to Pershing Drive.
4. At Pershing Drive turn Right
5. Approx. 1000 feet (North) you will see a overhead sign "World Way West"
6. Follow the road on to World Way West. (to the East)
7. Proceed (East) to third signal light at Administration Road, and turn LEFT
8. The high rise building is 7301 -- The Procurement/Purchasing Services Division Office is on the 4th floor.
9. You may park in the front or to the East or Rear of 7301. There is additional parking across World Way West at Maintenance Road.
10. DO NOT park in the Assigned Spaces for Airport Police in the front of the building.

Note: Be prepared to show a valid government issued picture ID in order to enter our building.

Administrative Requirements

Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. This Packet should be bound separately from other parts of your bid/proposal and clearly labeled "Administrative Requirements Packet". Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: www.lawa.org -> About LAWA -> Business Opportunities
-> Administrative Requirements

1. VENDOR IDENTIFICATION FORM (The original signed form must be included with bid/proposal)

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

• Seller's Permit Number

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.boe.ca.gov/sutax/sutoprograms.htm>.

• Payment terms

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> LAWA Payment Terms to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (213) 473-5901, Web: <http://www.lacity.org/finance/>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Pursuant to City of Los Angeles Resolution No. 56 (Council File #98-1331) adopted by Los Angeles City Council on July 21, 1998, Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements.

2. AFFIDAVIT OF NON-COLLUSION (The original signed form must be included with bid/proposal)

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached "Affidavit to Accompany Proposals or Bids" with the bid/proposal.

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachment:

- Affidavit to Accompany Proposals or Bids

3. BID/PROPOSAL BOND (The original signed form must be included with bid/proposal)

Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier's check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company for an amount not less than ten percent (10%) of the amount bid, payable to the

order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.

If submitting a bond, Bidder/Proposers are required to use the attached Bid Bond form.

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachments:

- Instructions for Bid/Proposal Bond Form
- Bid Bond

4. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)
(The original signed form must be included with bid/proposal)

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1980
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachment:

Los Angeles City Ethics Commission Special Bulletin, available at
http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter Amend_Limits_Bidder_Bulletin.pdf

5. CONTRACTOR RESPONSIBILITY PROGRAM (The original signed form must be included with bid/proposal)

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the Bidder/Proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work.

Attachments:

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

6. EQUAL BENEFITS ORDINANCE

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

Bidder/Proposer must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal.

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

7. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3184-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to commencing work, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer and their subcontractors must provide acceptable evidence of insurance as explained in the attachments prior to commencing work on the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

8. MUNICIPAL LOBBYING ORDINANCE (The original signed form must be included with bid/proposal)

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal Lobbying Ordinance requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal may render the bid/proposal non-responsive.

Additional information regarding this requirement may be obtained at:
200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org

Web: <http://ethics.lacity.org>

Attachments:

- **Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf**
- **Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=566.**

ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at ProcurementServices@lawa.org or at (424) 646-5380.

- **Affirmative Action**
- **Assignment of Anti-Trust Claims**
- **Child Support Obligations**
- **First Source Hiring**
- **Living Wage/Service Contract Worker Retention Ordinances**

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Checklist

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL SIGNED DOCUMENTS WITH THEIR PROPOSAL AS INDICATED

1. VENDOR IDENTIFICATION FORM

- Is the required Vendor Identification Form completed and signed?
- Is the BTRC/VRN number provided?
- Is the EEOC contact information provided?
- Is the list of previous City contracts attached? (If applicable)
- Is the Form enclosed in the Packet?

2. AFFIDAVIT OF NON-COLLUSION

- Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- Is the Affidavit notarized?
- Is the Affidavit enclosed in the Packet?

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

3. BID/PROPOSAL BOND

- Is the "Instructions for Bid/Proposal Bond Form" completed?

Select A, B, or C, as applicable:

A. Certified Check

- Is the amount of the certified check at least 10% of the total amount of your bid/proposal?
- Is the certified check attached to the instructions form and enclosed in the Packet?

B. Cashier's Check

- Is the amount of the cashier's check at least 10% of the total amount of your bid/proposal?
- Is the cashier's check attached to the instructions form and enclosed in the Packet?

C. Surety Bond

- Is the amount of the bond at least 10% of the total amount of your bid/proposal?
- Is the bond completed and signed by the surety company?
- If a corporation, is the corporate seal affixed to the bond?
- Is the surety bond attached to the instructions form and enclosed in the Packet?

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

4. BIDDER CONTRIBUTIONS

- Is the required Bidder Contribution CEC Form 55 completed and signed?
- Is the Form enclosed in the Packet?

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

5. CONTRACTOR RESPONSIBILITY PROGRAM

- Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- Is the Questionnaire enclosed in the Packet?
- Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- Is the Pledge of Compliance enclosed in the Packet?

6. EQUAL BENEFITS ORDINANCE

- Is the EBO Compliance Affidavit Form completed and signed?
- Is the Form enclosed in the Packet?

7. MUNICIPAL LOBBYING ORDINANCE

- Is the required Bidder Certification CEC Form 50 completed and signed?
- Is the Certification enclosed in the Packet?

THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:

8. AFFIRMATIVE ACTION

- Have you read and agreed with the City of Los Angeles' Non-discrimination, Equal Employment and Affirmative Action provisions?

9. ASSIGNMENT OF ANTI-TRUST CLAIMS

- Have you read and agreed with California Government Code Sections 4550 - 4554?

10. CHILD SUPPORT OBLIGATIONS

- Have you read and agreed with Child Support Obligations provisions?

11. FIRST SOURCE HIRING PROGRAM

- Have you read and agreed with First Source Hiring Program provisions?

12. LIVING WAGE/SERVICE CONTRACT WORKER RETENTION ORDINANCES

If you are claiming exemption from said Ordinances:

- Is the appropriate Exemption form completed and signed?
 Is the Exemption form enclosed in the Packet?

IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:

Prime contractors are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

Subcontractors are required to submit to prime contractors, who then must submit to LAWA, when requested, the subcontractors' forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Contractor Responsibility Program Pledge of Compliance
- Insurance
- Living Wage Ordinance (exception form, if applicable)

Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. This Packet should be bound separately from other parts of your bid/proposal and clearly labeled "Administrative Requirements Packet". Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: www.lawa.org -> About LAWA -> Business Opportunities
-> Administrative Requirements

1. VENDOR IDENTIFICATION FORM (The original signed form must be included with bid/proposal)

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

• Seller's Permit Number

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.boe.ca.gov/sutax/sutprograms.htm>.

• Payment terms

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> LAWA Payment Terms to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (213) 473-5901, Web: <http://www.lacity.org/finance/>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Pursuant to City of Los Angeles Resolution No. 56 (Council File #98-1331) adopted by Los Angeles City Council on July 21, 1998, Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements.

2. AFFIDAVIT OF NON-COLLUSION (The original signed form must be included with bid/proposal)

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached "Affidavit to Accompany Proposals or Bids" with the bid/proposal.

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection:

Attachment:

- Affidavit to Accompany Proposals or Bids

3. BID/PROPOSAL BOND (The original signed form must be included with bid/proposal)

Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier's check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company for an amount not less than ten percent (10%) of the amount bid, payable to the

order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.

If submitting a bond, Bidder/Proposers are required to use the attached Bid Bond form.

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachments:

- Instructions for Bid/Proposal Bond Form
- Bid Bond

4. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)
(The original signed form must be included with bid/proposal)

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1980
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ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachment:

Los Angeles City Ethics Commission Special Bulletin, available at
http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf

6. CONTRACTOR RESPONSIBILITY PROGRAM (The original signed form must be included with bid/proposal)

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the Bidder/Proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work.

Attachments:

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

6. EQUAL BENEFITS ORDINANCE

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

Bidder/Proposer must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal.

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

7. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to commencing work, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer and their subcontractors must provide acceptable evidence of insurance as explained in the attachments prior to commencing work on the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

8. MUNICIPAL LOBBYING ORDINANCE (The original signed form must be included with bid/proposal)

Pursuant to the Los Angeles Municipal Code, Section 46.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal Lobbying Ordinance requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal may render the bid/proposal non-responsive.

Additional information regarding this requirement may be obtained at:
200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org

Web: <http://ethics.lacity.org>

Attachments:

- Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586.

ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS

The following administrative requirements are language only. They are included as ATTACHMENT 1. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at ProcurementServices@lawa.org or at (424) 646-5380.

- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations
- First Source Hiring
- Living Wage/Service Contract Worker Retention Ordinances

Vendor Identification Form

Current and Prior City of Los Angeles Contracts

Pursuant to City of Los Angeles Resolution No. 56, adopted July 21, 1998, Consultant shall submit a list entitled "Current and Prior City of Los Angeles Contracts", which shall state all City contracts held by the Consultant within the last ten (10) years.

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount

List Rev. 8/01

Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____ being first duly sworn, deposes and says:
(Type or print name)
that he or she is the _____ of
(Type or print title)

_____ who submits herewith
(Type or print name of company/firm)
to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
(b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
(c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
(d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Name: _____
Title: _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by
_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

(Notarial Seal)

WARNING: Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.

Bid Bond

INSTRUCTIONS FOR BID/PROPOSAL BOND FORM

(Return completed and attached to bond or check)

1. **General Information**

In order for your bid/proposal bond or deposit to be acceptable to the City of Los Angeles, Department of Airports, every bidder/proposer must comply with Los Angeles City Charter Section 371 (d), and Los Angeles Administrative Code Division 10; Chapter 1; Article 2; Section 10.15(d), which requires that the bid/proposal be accompanied by one of the following (please check whichever you are using):

- (a) Certified check issued by a bank in the City of Los Angeles
- (b) Cashier's check issued by a bank
- (c) Surety bond by corporate surety company ("bid/proposal bond")
If a surety bond is used, please read and complete #3 carefully.

2. **Amount**

The amount of the bid/proposal bond or deposit shall be in the amount of "not less than ten percent (10%) of the aggregate sum of the bid" [Los Angeles Administrative Code (Section 10.15 (d))], unless the instructions to Bidders/Proposers expressly states a fixed sum in a different amount.

3. **Bid/Proposal Bond Execution**

The following steps must be completed when submitting a bid/proposal bond. Please note that personal sureties are not acceptable. **YOU ARE REQUIRED TO USE THE BOND FORM ATTACHED TO THESE INSTRUCTIONS.** To make certain your bid is deemed responsive, please check each step as completed:

REQUIREMENTS FOR THE BIDDER/PROPOSER

- Bidder/Proposer **must** sign the bid/proposal bond form.
- The signature of the bidder/proposer **must** be notarized.
- If the bidder/proposer is a corporation, the corporate seal **must** be affixed to the bond.
- If the bidder is a partnership, there **must** be two notarized partnership signatures on the bond form.

REQUIREMENT FOR THE SURETY BONDING COMPANY

- The corporate seal of the surety **must** be affixed to the bond.
- The Attorney-in-Fact for the surety bonding company **must** sign the surety bond.
- The signature from the Attorney-in-Fact **must** be notarized.
- A Power of Attorney from the surety company **must** be affixed to the bond.

The bond, unless otherwise stated in the Instructions to Bidders/Proposer, **MUST BE ON THE FORM ATTACHED TO THESE INSTRUCTIONS.**

4. **BOND FORM:** (Please check each box)

- THE BID/PROPOSAL BOND FORM MUST BE THE ATTACHED FORFEITURE BOND, NOT A "DAMAGES ONLY" BOND.
- IF YOUR COMPANY USES A NON-CITY BID BOND FORM (SUCH AS THE "AIA BID BOND FORM") WHICH PROVIDES FOR "DAMAGES ONLY", **IT WILL BE REJECTED.**
- THE CITY REQUIRES THAT BIDDERS/PROPOSERS USE THE ATTACHED BID/PROPOSAL BOND FORM.
- BY SIGNING THE CITY BOND FORM, THE SURETY AGREES TO PAY 10% OF THE BID/PROPOSAL AMOUNT TO THE CITY, OR SUCH OTHER AMOUNT THAT CITY REQUIRES IN THE NOTICE INVITING BIDS/PROPOSALS, UPON THE BIDDER'S/PROPOSER'S FAILURE TO ENTER INTO THE CONTRACT, AND/OR, FAILURE TO PROVIDE AND EXECUTE SUCH OTHER BONDS AS ARE SPECIFIED IN THE NOTICE INVITING BIDS OR PROPOSALS.

BID BOND

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____, as Principal, and _____, authorized and licensed to transact business in the State of California, as Surety, do hereby acknowledge ourselves to be held and obligated as joint Obligors to the CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS, as Oblige, in the sum of ten percent (10%) of the aggregate amount bid by the principal. Said Principal and Surety do hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by this bond.

WHEREAS, said Principal is about to submit to the Executive Director of the Department of Airports of the city of Los Angeles the foregoing bid or proposal for performance of the work therein mentioned, which includes the furnishing of all materials in compliance with the specifications and plans, if any, under the Notice Inviting Bids/Proposals from said Executive Director.

NOW, THEREFORE, if the bid or proposal of the Principal is accepted and awarded to said Principal by the Board of Airport Commissioners and if said Principal fails or neglects to enter into a contract and/or to execute the required bonds in connection with the contract within thirty (30) days after the contract is awarded to said Principal, then, the above-named Obligors shall pay to said Oblige the aforementioned sum of ten percent (10%) of the aggregate amount bid, as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same, their legal representatives, successors, and assigns.

EXECUTED this _____ day of _____, 20_____.

(CORP. SEAL)

PRINCIPAL

By _____
Signature/Title

By _____
Signature/Title

SURETY

By _____
Attorney-in-Fact

(CORP. SEAL)
Notary

NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO THIS BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE SURETY.

CITY OF LOS ANGELES

LOS ANGELES WORLD AIRPORTS

ADDENDUM # 1 BID NO. 113-133

PROJECT TITLE: VANPOOL LEASING & SERVICES

DUE DATE: JANUARY 23, 2014

The above mentioned bid is hereby amended per the following:

- (1) Insurance has been reduced from five million dollars (\$5M) to one and a half million dollars (\$1.5M) (see attached).
- (2) Bid Bond: Changed from 10% of amount bid to \$400,000.00 (see attached).
- (3) Revised bid clauses attached:
 - ESTIMATED EXPENDITURE (page 4)
 - NEW AND UNUSED VEHICLES (page 5)
- (4) Revised bid specifications attached:
 - IV. INSURANCE (page 4)
 - V. DELIVERY AND QUANTITIES (page 5)
 - Appendix A - Vehicle Specifications, Exterior #8 (page 7)
- (5) Seating Configuration is now referred to as Appendix B (not A).
- (6) The worksheet has been revised - NET UNIT PRICE changed to MONTHLY UNIT PRICE.
- (7) From January 10, 2014 through January 17, 2014, please direct all inquiries regarding this RFB to the attention of Valerie Works-Goode in the LAX

Procurement Services Office at vworks@lawa.org or at
424-646-7409.

NOTES: Questions: Last day to submit questions is 1/15/14
at 3:00 p.m.

If you have already submitted your bid, please make
necessary revisions on the revised bid page.

If there are no revisions, please return the REVISED
BID PAGE with your signed statement to that effect.

Thank you.

Cheryl Sampson

Cheryl Sampson
LAWA Purchasing

Cheryl Sampson

cc. Devon Deming
Valerie Works
Cheryl Sampson

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: *****
 AGREEMENT / ACTIVITY: RFB (6448) - VANPOOL LEASING AND SERVICES
 TERM: TBD
 LAWA DIVISION: Human Resources Division

The Insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All limits are per occurrence unless otherwise specified.

	<u>LIMITS</u>
<input checked="" type="checkbox"/> Workers' Compensation (Statutory)/Employer's Liability <input checked="" type="checkbox"/> Voluntary Compensation Endorsement <input checked="" type="checkbox"/> Waiver of Subrogation, specifically naming LAWA (Please see attached supplement)	Statutory
<input checked="" type="checkbox"/> Automobile Liability - covering owned, non-owned & hired auto	<u>\$1,500,000 CSL</u>
<input checked="" type="checkbox"/> Aviation/Airport or Commercial General Liability, including the following coverage: <input checked="" type="checkbox"/> Premises and Operations <input checked="" type="checkbox"/> Contractual (Blanket/Schedule) <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Products /Completed Operations <input checked="" type="checkbox"/> Additional Insured Endorsement, specifically naming LAWA (Please see attached supplement). () Explosion, Collapse & Underground (required when work involves digging, excavation, grading or use of explosive materials.) () Hangarkeepers Legal Liab. (At least at a limit of liability of \$ 1 million)	<u>\$1,000,000</u>
Coverage for Hazardous Substances *** If exposure exists; must meet contractual requirements	<u>\$ ***</u>

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.

INSURANCE COMPANIES WHICH DO NOT HAVE AN AMBEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK MANAGEMENT.

PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS
(SUPPLEMENT)**

The only evidence of insurance accepted will be either a Certificate of Insurance and/or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

• **Endorsements:**

1. Workers Compensation Waiver of Subrogation Endorsement
(WC 04 03 06 or similar)
2. General Liability Additional Insured Endorsement
(ISO Standard Endorsement)

****All endorsements must specifically name in the schedule:

The City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents.

**A BLANKET/AUTOMATIC ENDORSEMENT AND/OR LANGUAGE ON A
CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**

- A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

Bid Bond

BID/PROPOSAL BOND

Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier's check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company in the amount of \$400,000, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.

If submitting a bond, Bidder/Proposers are required to use the attached Bid Bond form.

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

Attachments:

- Instructions for Bid/Proposal Bond Form
- Bid Bond

BID BOND CHECKLIST:

1. BID/PROPOSAL BOND

- Is the "Instructions for Bid/Proposal Bond Form" completed?

Select A, B, or C, as applicable:

A. Certified Check

- Is the amount of the certified check \$400,000.00?
 Is the certified check attached to the instructions form and enclosed in the Packet?

B. Cashier's Check

- Is the amount of the cashier's check \$400,000.00?
 Is the cashier's check attached to the instructions form and enclosed in the Packet?

C. Surety Bond

- Is the amount of the bond \$400,000.00?
 Is the bond completed and signed by the surety?
 If a corporation, is the corporate seal affixed to the bond?
 Is the surety bond attached to the instructions form and enclosed in the Packet?

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

INSTRUCTIONS FOR BID/PROPOSAL BOND FORM

(Return completed and attached to bond or check)

1. **General Information**

In order for your bid/proposal bond or deposit to be acceptable to the City of Los Angeles, Department of Airports, every bidder/proposer must comply with Los Angeles City Charter Section 371 (d), and Los Angeles Administrative Code Division 10; Chapter 1; Article 2; Section 10.15(d), which requires that the bid/proposal be accompanied by one of the following (please check whichever you are using):

- (a) Certified check issued by a bank in the City of Los Angeles
- (b) Cashier's check issued by a bank
- (c) Surety bond by corporate surety company ("bid/proposal bond")
If a surety bond is used, please read and complete #3 carefully.

2. **Amount**

The amount of the bid/proposal bond or deposit shall be in the amount of \$400,000.

3. **Bid/Proposal Bond Execution**

The following steps must be completed when submitting a bid/proposal bond. Please note that personal sureties are not acceptable. **YOU ARE REQUIRED TO USE THE BOND FORM ATTACHED TO THESE INSTRUCTIONS.** To make certain your bid is deemed responsive, please check each step as completed:

REQUIREMENTS FOR THE BIDDER/PROPOSER

- Bidder/Proposer must sign the bid/proposal bond form.
- The signature of the bidder/proposer must be notarized.
- If the bidder/proposer is a corporation, the corporate seal must be affixed to the bond.
- If the bidder is a partnership, there must be two notarized partnership signatures on the bond form.

REQUIREMENT FOR THE SURETY BONDING COMPANY

- The corporate seal of the surety must be affixed to the bond.
- The Attorney-in-Fact for the surety bonding company must sign the surety bond.
- The signature from the Attorney-in-Fact must be notarized.
- A Power of Attorney from the surety company must be affixed to the bond.

The bond, unless otherwise stated in the instructions to Bidders/Proposer, **MUST BE ON THE FORM ATTACHED TO THESE INSTRUCTIONS.**

4. **BOND FORM:** (Please check each box)

- THE BID/PROPOSAL BOND FORM MUST BE THE ATTACHED FORFEITURE BOND, NOT A "DAMAGES ONLY" BOND.**
- IF YOUR COMPANY USES A NON-CITY BID BOND FORM (SUCH AS THE "AIA BID BOND FORM") WHICH PROVIDES FOR "DAMAGES ONLY", IT WILL BE REJECTED.**
- THE CITY REQUIRES THAT BIDDERS/PROPOSERS USE THE ATTACHED BID/PROPOSAL BOND FORM.**
- BY SIGNING THE CITY BOND FORM, THE SURETY AGREES TO PAY \$400,000 OF THE BID/PROPOSAL AMOUNT TO THE CITY, OR SUCH OTHER AMOUNT THAT CITY REQUIRES IN THE NOTICE INVITING BIDS/PROPOSALS, UPON THE BIDDER'S/PROPOSER'S FAILURE TO ENTER INTO THE CONTRACT; AND/OR, FAILURE TO PROVIDE AND EXECUTE SUCH OTHER BONDS AS ARE SPECIFIED IN THE NOTICE INVITING BIDS OR PROPOSALS.**

BID BOND

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____, authorized and licensed to transact business in the State of California, as Surety, do hereby acknowledge ourselves to be held and obligated as Joint Obligors to the CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS, as Oblige, in the sum of \$400,000 of the aggregate amount bid by the principal. Said Principal and Surety do hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by this bond.

WHEREAS, said Principal is about to submit to the Executive Director of the Department of Airports of the city of Los Angeles the foregoing bid or proposal for performance of the work therein mentioned, which includes the furnishing of all materials in compliance with the specifications and plans, if any, under the Notice Inviting Bids/Proposals from said Executive Director.

NOW, THEREFORE, if the bid or proposal of the Principal is accepted and awarded to said Principal by the Board of Airport Commissioners and if said Principal fails or neglects to enter into a contract and/or to execute the required bonds in connection with the contract within thirty (30) days after the contract is awarded to said Principal, then, the above-named Obligors shall pay to said Oblige the aforementioned sum of \$400,000 of the aggregate amount bid, as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same, their legal representatives, successors, and assigns.

EXECUTED this _____ day of _____, 20____.

(CORP. SEAL)

PRINCIPAL
By _____
Signature/Title

By _____
Signature/Title

SURETY
By _____
Attorney-in-Fact

(CORP. SEAL)
Notary

NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO THIS BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE SURETY.

REVISED 1/9/14

CONTRACTOR'S PROBLEM LOG:

If services and/or delivery fall below an acceptable level, as determined by the Project Manager, or his/her designated representative, the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service." The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service," payment may be withheld by the City until corrections are made.

If an unacceptable service continues after the contractor receives the "Notice to Correct Unacceptable Service" or if the contractor receives three or more such notices, the City may cancel the contract as set forth in the Termination section of this Bid.

DELIVERY COSTS:

Prices quoted shall include all delivery/pickup and loading/unloading charges to any City of Los Angeles or Los Angeles World Airports location. Bidder/contractor owns equipment/goods in transit and files any claim with shipper/manufacturer for any loss or damage.

DELIVERY INSTRUCTIONS:

Contractor shall contact the Rideshare Program Manager, Devon Demming, at 424-846-7775, for specific delivery instructions prior to making deliveries.

LIQUIDATED DAMAGES FOR LATE DELIVERIES:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of **\$100.00** per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

ESTIMATED EXPENDITURE:

Total expenditures under this contract are estimated to be \$4,200,000.00 (\$840,000 annually). No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the fixed prices quoted in accordance with actual requirements throughout the contract period.

GENERAL CONDITIONS:

The request for bid is subject to the attached "General Conditions"

INVOICE INSTRUCTIONS:

The request for bid is subject to the attached "Invoice Instructions"

NEW AND UNUSED VEHICLES: (Applies to Year 1 of the Contract)

All vehicles furnished to LAWA/City/Harbor/DWP shall be new and unused factory standard unless otherwise stated herein, and shall not have been operated, driven or caravanned more than 100 miles in delivery to LAWA/City/Harbor/DWP. Vehicles shall come equipped with all standard factory fittings, trimmings and accessories, unless otherwise noted in the specifications. Vehicles shall not have been used as demonstrations or for any other prior service.

OPTION TO PURCHASE ADDITIONAL ITEMS:

Indicate whether the City of Los Angeles Department of Airports will be granted the option to purchase items your company supplies that are not listed in the bid. This option shall apply to purchases that are \$1,000 or less, per order.

Option Granted

Option Not Granted

OTHER GOVERNMENT AGENCIES LEASES:

From time to time, governmental agencies including other the City of Los Angeles Departments may want to make leases using the price, terms and conditions of any contract resulting from this bid. State below whether you will allow such leases:

Option is granted for the use of resulting contract by "other governmental agencies"

Yes No Initials _____ Firm's Name: _____

PAYMENT TERMS:

Payment terms are Net 30 days, unless bidder grants the City a discount in the blank spaces after "Payment terms" on the bid signature section of the front page. These terms are considered for net bid award, for payment required by bidder within 25 days, minimum!

REFERENCES:

Bidders are required to PRINT below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

1. Company Name: _____
 Address: _____
 Phone Number : () _____ Email Address _____
 Contact Person: _____
 Project Date and Description _____
2. Company Name: _____
 Address: _____
 Phone Number : () _____ Email Address _____
 Contact Person: _____
 Project Date and Description _____
3. Company Name: _____

**Los Angeles World Airports (LAWA) - Specifications
Vanpool Leasing and Services**

I. OVERVIEW

Los Angeles World Airports (LAWA) and the City of Los Angeles (City) have developed an Employee Commute Reduction Plan (ECRP) designed to reduce the number of employees who commute to work by driving in single occupant automobiles. A key element in this ECRP is an employer sponsored Vanpool Program.

LAWA Rideshare organizes vanpools of LAWA employees, contract employees, and members of the public working in nearby locations that are commuting between similar home communities and worksites.

At the present time, LAWA has 69 vanpools in operation:

- Ford E150 XLT "Short Wheel Base" 8-Passenger Vans: 68
- Ford E150 XLT "Short Wheel Base" 9-Passenger Vans: 1

Additional vanpools are being formed.

LAWA vanpool destinations service geographically diverse sites that include Los Angeles International Airport (LAX), Ontario International Airport (ONT) and Van Nuys Airport (VNY). As the program expands, more destinations are being added.

The current method used by LAWA, and the City, to provide vanpools is a long-term leasing arrangement (five years in duration from beginning date of contract). The vehicles, their maintenance, full coverage insurance, and substitutions of vans in emergencies are all included in the contract. Fuel is provided by LAWA and the City. The typical commuter van operates an average of 24,000 miles per year, including commute miles, personal miles and vanpool administration miles.

The Vendor bills LAWA one standard monthly flat rate for the vehicles, which covers all maintenance, insurance and services provided by Vendor. Vendor also approves drivers to operate under their insurance. LAWA collects the passenger fares and assists with approving driver eligibility (e.g., Class B license, physical examinations, etc.). All communications regarding contract matters are strictly between the LAWA staff and the Vendor. Communication regarding maintenance, repairs, roadside assistance, and emergency substitution of vans may be conducted directly with approved drivers. However, under no circumstances may drivers or passengers be charged directly for any services or fees related to this contract.

During the next few years, LAWA, and the City, hope to expand and replace vehicles in its current fleet of vans. In this Request for Bids, LAWA wishes to receive Bids for the stated size vans and customer service assistance with managing the vanpool fleet. The services noted above (e.g., maintenance, insurance, etc.) would be included in such long-term leases. All vehicles will be ordered "as needed". LAWA will be replacing its current fleet of vans prior to June 30, 2014. Other City departments choosing to utilize the terms of this contract will begin replacing vehicles in July, 2014.

LAWA and the City currently participate in the Metro Vanpool Program. Therefore, **Bidder MUST be an existing approved vendor in the Metro Vanpool Program.**

CITY OF LOS ANGELES

Other various City Departments, including the City's Commute Options and Parking Section (COPS), Department of Water and Power (DWP) and the Port of Los Angeles (Port) Rideshare, also organize vanpools of City employees, contract employees, and members of the public working in nearby locations that are commuting between similar home communities and worksites.

REVISED 1/9/14

At this time COPS operates 95 vanpools, DWP operates 81 vanpools and the Port operates 20 vanpools, a total of 196 vanpools.

The other City departments' combined existing fleet consists of:

• Ford E150 XLT "Short Wheel Base" 8-Passenger Vans:	124
• Ford E150 XLT "Short Wheel Base" 9-Passenger Vans:	1
• Ford 350 Extended XLT "Long Wheel Base" 10-Passenger Vans:	2
• Ford 350 Extended XLT "Long Wheel Base" 12-Passenger Vans:	<u>69</u>

TOTAL: 196

City of Los Angeles vanpool destinations service geographically diverse sites, including downtown Los Angeles, the Hyperion Treatment Plant (near LAX), the Van Nuys Civic Center, the Port's Berth 161 in the San Pedro/Wilmington area, several Griffith Park facilities and many other locations around the greater Los Angeles area. As the program expands, more destinations may be added.

The other City departments may choose to contract with the Vendor for stated size vans and customer service assistance with managing the vanpool fleet under the terms and conditions of this Bid. The services noted above (e.g., maintenance, insurance, etc.) would be included in such long-term leases. All vehicles will be ordered "as needed". Other City departments choosing to utilize the terms of this contract will begin replacing vehicles in July, 2014.

BID

Bid shall include a brief general description of Bidder's firm (and its proposed subcontractors, if any) specifically noting previous experience in providing the requested vehicles and services for employer-sponsored vanpool programs of equivalent size and quality.

Bid shall provide a list of five (5) references (including contact persons, addresses and current business telephone numbers) of van pool programs for which your firm has previously provided vehicles and services.

II. VEHICLES - OVERVIEW

LAWA is requesting Bids to lease custom converted commuter vans, generally as follows (see Appendix A for vehicle specifications and Appendix B for required seating configurations):

- 7-passenger customized commuter mini-vans -- Dodge Caravan SXT or approved equivalent
- 8-passenger customized commuter vans on a "short wheelbase" chassis -- Ford E150XLT Van or approved equivalent
- 9-passenger customized commuter vans on a "short wheelbase" chassis -- Ford E150 XLT Van or approved equivalent
- 10-passenger customized commuter vans on a "short wheelbase" chassis -- Ford E350 XLT Van or approved equivalent
- 12-passenger customized commuter vans on an "extended wheelbase" chassis -- Ford E350 Extended XLT Van or approved equivalent

All vehicles shall meet requirements of all applicable California Vehicle Codes, and standards applicable under FMVSS, SAE and RVIA (electrical).

Prices quoted shall be for monthly unit prices for each type of van and for fixed rate prices, not varying with daily round trip miles (unlimited mileage). The successful Bidder's Agreement with the City shall be a straight lease with tax exemptions. Therefore, Bidder's quotation shall not include tax, and tax shall not be added to the monthly invoices.

REVISED 1/9/14

The City of Los Angeles supports the Americans with Disabilities Act (ADA) and will require Lessor, on an as-needed basis, to provide modifications and/or conversions to specified vans in order to provide reasonable accommodations to vanpool members requiring special access due to a disability. This may include ramps, motorized lifts, etc., as determined by the LAWA/City. Costs for such modifications and conversions will be covered by Lessor.

Lessor agrees that a contract with the City does not establish a contract with individual drivers or passengers and that no additional charges or claims for payment owed should be made to any LAWA/City driver or passenger for any reason.

Vans will be replaced at 100,000 miles at no additional cost. Replacement vans must have less than 50,000 miles on the odometer.

Lessor will be responsible for all licensing and registration matters and costs.

Lessor will provide snow chains for specific vans at the request of Lessee at no additional cost to LAWA/City.

Vendors are advised that the LAWA/City actively supports efforts to improve the quality of air in the region. Pursuant to that goal, Vendors are requested to describe the costs, relevant details about, and availability of, vans which are "Alternative (Clean) Fueled Vehicles" (AFV's). Vendors should note that the City reserves the right to award contracts for a "mixed fleet" (e.g., gasoline and clean-fuel powered), and reserves the right to award contracts to several Bidders.

The LAWA/City also recognizes that a large number of accidents resulting in vehicle damage are due to backing errors. Therefore, Vendors are also requested to describe the costs, relevant details about, and availability of optional backing warning systems and rear view cameras.

III. SERVICE

Leasing of vans shall include all maintenance (including parts, fluids, tires and labor) including preventive maintenance, to comply with requirements of AB 550, as outlined in the "Preventive Maintenance & Safety Checklist" (see Exhibit "A"); and repair or replacement of parts or assemblies due to wear, defect or damage.

The following service arrangements are required by LAWA/City:

- (A) Vans must have Preventive Maintenance serviced every 5,000 miles or 6-months (whichever occurs first), with a record of service kept in the vehicle at all times.
- (B) For each van, a paper copy of the service receipt/invoice listing all service performed during the service must be placed inside of the van at the time service is rendered and a copy sent to the LAWA/City vanpool coordinator within 14 days of service.
- (C) If sub-contractors are being utilized to provide these services, Vendor is responsible for maintaining oversight and quality control, and is liable for any subpar services provided. All sub-contractors must be listed in Bid.
- (D) The Vendor (or sub-contractor) shall be responsible for pick up and return of vans needing emergency repairs or warranty work. Such servicing and delivery shall be performed between the hours of 7:00AM and 3:30PM, Monday through Friday, unless otherwise mutually agreed to by LAWA/City and Vendor.
- (E) If Vendor fails to complete any repair work or servicing on the same day (and within the hours stated in above), Vendor shall provide (at no additional cost) a substitute van for use by the vanpool until such time as service is completed for the assigned van. Such substitute van shall be clean and in good operating condition, have a seating capacity equal to or greater than the van it is replacing, and meet all legal requirements for vanpool operation, including AB 550.

- (F) If an equivalent loaner vehicle is not delivered prior to 3:00 PM, or prior to the agreed shift-end time, a Liquidated Damages Fee of \$100.00 will be deducted from the monthly invoice for each separate instance. An additional \$100.00 will be deducted for each day that an equivalent loaner vehicle is not provided to the vanpool group.
- (G) If the van is disabled in a manner that cannot be repaired in the field, an equivalent loaner vehicle must be delivered to the breakdown site. If a van becomes inoperable (due to breakdown or accident) while en route to or from work, a substitute van shall be provided within 30 minutes of notification of Lessor to enable the passengers to complete their trip. Reasonable additional response time may be allotted due to circumstances beyond the Lessor's control (e.g., traffic conditions).
- (H) LAWA/City intends that Vendor will provide adequately placed response vehicles and/or service providers to ensure that emergency roadside assistance will be provided within 30-minutes of initial phone call to Vendor. 24-hour roadside assistance MUST be provided with response times of 60 minutes or less. A Liquidated Damages Fee of \$100.00 will be deducted from the monthly invoice for each separate instance that response times exceed the 60-minute maximum. Continued non-performance will be cause for cancellation of the contract.
- (I) The Vendor shall provide the LAWA/City with ONE "hotline" telephone number to be called for problems (such as breakdowns or accidents which cause leased vans to be inoperable; need for substitute vans, etc.). This number shall be operable (and replacement vans available) on a 24-hours-per-day basis. In addition, at least one Vendor representative shall be accessible at all times. Vendor shall be responsible for coordinating the necessary work and/or services. LAWA/City or its van drivers will not be responsible for separate calls to obtain towing services and substitute vans, or for determining whether a problem with a van is a manufacturer or converter responsibility.
- (J) Vendor MUST provide a live person (not a recording or an electronic menu), located in the Southern California Region, answering phone calls 24 hours a day. During business hours of 7:00 AM to 6:00 PM, Vendor's representative must be available to answer inquiries. During all other hours a live answering service may be utilized, provided that the emergency roadside assistance requirements above can be met, and the answering service has the capability of reaching Vendor's representative for emergency responses.
- (K) Lessor will provide each van with an annual van detail cleaning service (wax, polish, shampoo carpet and seats, etc.) at a date to be determined by LAWA/City.
- (L) Lease rates shall also include the following administrative support services: Assistance in filling seats through trip matching, when needed; assistance in starting new van pool groups, when needed; approval/denial of new drivers within 48-hours of submittal of driver application by LAWA/City and/or applicants; ongoing communication between Vendor and LAWA/City regarding vanpool vehicle, route, driver, and rider information shared by both parties; ongoing communication with drivers and riders through a newsletter or Web site; attendance at LAWA/City Rideshare Fairs or other employee events, as requested; additional marketing materials to be used in promoting vanpool participation

IV. INSURANCE

Prices quoted shall reflect the cost of primary automobile liability insurance provided by Lessor. A minimum of \$1.5 million liability insurance, Comp/Collision, and \$100,000.00 Uninsured Motorist coverage is required for each van, with no deductible. All drivers must be approved by Vendor for insurance purposes prior to driving vehicle. Lessor must provide each van with a copy of "evidence of insurance certificate" to be kept in the van. Any damage to leased vans not covered by insurance is to be paid by Lessor *regardless of who is at fault* (cracked windshield, dents, tires, mirrors, seats, etc.). LAWA and the City of Los Angeles shall be included as additional insureds. Lessor shall specify the types and amount of coverage. The City Attorney and LAWA/City shall be notified 30 days in advance of any cancellation, or material reduction in coverage or limits of the policy. Failure to provide stated insurance at no additional cost is cause for terminating contract. If Vendor believes a cost was incurred due to the negligence of LAWA or a LAWA employee, a City of Los Angeles Claim for Damages Form shall be

submitted to the LAWA City Attorney's Office for review. If a citation (toll or parking violation) is received by the vendor on behalf of a LAWA Vanpool, the citation shall be forwarded directly to the LAWA Rideshare Manager for payment by the employee. At no time shall additional charges for citations or payment of damages be added to the monthly invoice or charged directly to LAWA employees.

V. DELIVERY AND QUANTITIES

Lessor will provide Lessee with the required vans within 30 working days (or a mutually agreed upon period) after receiving a Sub-purchase Order from Lessee. The vehicles shall be new, of the latest model year, and shall have an odometer reading not greater than 100 miles. The vehicles shall not have been used in any demonstration. Lessor will deliver vehicles to various LAWA/City locations designated by Lessee. All vans shall be delivered with a full tank of gas.

The quantities stated herein are only estimates. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted.

The Lessee reserves the right to return and terminate the lease of any delivered van that has a drop in passenger occupancy rate to 50% or less over a period of 90 consecutive days or more. The City will provide Lessor with a minimum of 30-day notice of termination of such van. Vans must be retrieved by Lessor within 7 days at the end of the 30-day notification. The City will not be charged any penalties or fees for terminating low occupancy van pools.

V. MONTHLY INVOICES AND REPORTS

Monthly invoices must be submitted on the first of each month for the previous month's leasing period. Monthly lease rates shall be prorated for partial months based on delivery date of the vehicle. Monthly invoices must include:

- (A) An overall summary page and detailed listing of each individual van with identification numbers (year, make, model, VIN, etc.), seating capacity, and monthly lease cost
- (B) LAWA/City assigned vanpool identification number (MXXXX, CS-XXX, or equivalent) for each van pool
- (C) A list of vans that participate in the Metro Vanpool Program and the amount of credit received
- (D) Credits for Liquidated Damages Fees that occurred during the invoice month
- (E) Vendor's correct current mailing address for payment

The lessor shall provide LAWA/City with monthly and quarterly reports, to include the following:

- (A) Monthly Repair Report that indicates vehicle information, description of service completed, date(s) of service, and whether a loaner van was provided
- (B) Monthly Driver Listing indicating all current approved drivers, coordinators, and Metro "participants" for each van
- (C) Quarterly Listing of all participants/members of each vanpool
- (D) All reports must use the LAWA/City assigned vanpool identification number (MXXXX, CS-XXX, or equivalent) and contract number

VI. BID CONTENTS

Bids shall include (in addition to other required information and forms):

- A. Cost Quotations for 7-12 Passenger Vans
- B. Description of Vendor and Proposed Subcontractors (including current and previous experience)
- C. List of five (5) References (with current contact information)
- D. Description of Proposed Emergency and Preventive Maintenance Arrangements
- E. Description of Features for All Vans (including make, model, year, additional features, etc.)

- F. Delivery Information
- G. Other Items (literature, etc., giving further details of Vendor's capabilities or products as they apply to this Bid)
- H. Completed documents requested in Administrative Requirements Section of RFB
- I. Any exceptions to Bid requirements must be stated in Bid response for consideration

VI. LEASE TERM

The term of this lease shall become effective upon the date of execution of this agreement by both parties. The lease for each van shall begin at time of vehicle delivery and terminate at the end of this contract.

VII. TERMINATION

Termination may be commenced by the LAVA/City whenever the selected Bidder shall default in its performance of this contract, and fails to cure such default (or fails to diligently commence to cure such default) within a period of 10 days after receipt from the City of a notice specifying the default. Any such termination shall be effected by delivery of the selected Bidder of a notice of termination specifying that termination is for default of the selected Bidder and the extent to which performance of work under contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the City, the selected Bidder shall stop work under the contract on the date and to the extent specified in the notice of termination. The selected Bidder shall be paid on the basis of work completed in accordance with the previously agreed upon payment schedules in effect prior to the effective date of termination.

All vans leased upon contract will terminate on contract end date, 60 months from the date the contract was awarded, regardless of date the vans were actually delivered. At the expiration of contract/lease, vans shall be returned to Lessor in "As-Is" condition. The City will not be charged for anything not included in contract. Vans will be returned with a minimum of 1/4 tank of gas.

APPENDIX A - VEHICLE SPECIFICATIONS

- 1) 7-Passenger Vehicles
 - Make & Model Chassis: Dodge Caravan or Approved Equivalent
 - GVWR: 6600
 - Engine: 4.6L
 - CYL: V8
 - Net HP: 225@4800 RPM
 - Net Torque: 286@3500 RPM
 - Transmission: 4 Speed Auto
- 2) 8 & 9-Passenger Vans
 - Make & Model Chassis: FORD E150 XLT Van on a "Short Wheelbase" Chassis or Approved Equivalent
 - GVWR: 6600
 - Engine: 4.6L
 - CYL: V8
 - Net HP: 225@4800 RPM
 - Net Torque: 286@3500 RPM
 - Transmission: Ford 4 Speed Auto
- 3) 10-Passenger Vans
 - Make & Model Chassis: FORD E350 XLT Van on a "Short Wheelbase" Chassis or Approved Equivalent

GWR: 6600
Engine: 5.4L
CYL: V8
Net HP: 255@4800 RPM
Net Torque: 286@3500 RPM
Transmission: Ford 4 Speed Auto

- 4) 12-Passenger Vans
Make & Model Chassis: FORD E350-Ext XLT Van on an "Extended Wheelbase" Chassis or Approved Equivalent
- GWR: 6600
Engine: 4.6L
CYL: V8
Net HP: 225@4800 RPM
Net Torque: 286@3500 RPM
Transmission: Ford 4 Speed Auto
- 5) ALL vehicles delivered for an initial order shall be new, of the last model year, delivered new, and not previously used, with fewer than 1,000 miles on the odometer. Vehicles shall be delivered in fully operational condition, with no mechanical problems. The vehicle's features shall be factory-installed, Original Equipment Manufactured (OEM), and approved by the vehicle's manufacturer. ALL vehicles will have a five-year lease with unlimited mileage, fully maintained, with full insurance.
- 6) The vehicles shall meet all of the applicable requirements of the Federal Motor Vehicles Safety Standards, Titles 8 and 17 of the California Code of Regulations, the California Vehicle Code, and the California Air Resources Board. All vehicles shall meet the State of California regulatory agency's emission standards. Each van shall be labeled with "Van Pool" signs/stickers in compliance with the California State Assembly Bill 550, and meet all standards applicable under FMVSS, SAE and RVIA (electrical).
- 7) Vehicles shall be delivered with four (4) sets of keys and two (2) keyless entry remotes. Vendor is responsible for providing additional keys if requested.

EXTERIOR:

- 8) Exterior of vehicles should be white, and the sides should be free from Vendor's decals. Vendor agrees that LAWA/City may install its own program decals on both sides of the vehicle. Vendor may only display its own advertising/identification on the rear of the vehicles. The interior colors shall be mutually agreed upon between LAWA/City and the Vendor. LAWA/City reserves the right to reject vehicles whose colors are not acceptable for department use.
- 9) The van roofs shall be less than 83 inches from the ground when the vehicles are empty and the tires are properly inflated. The wheelbase shall not exceed 140 inches.
- 10) Van shall be equipped with front and rear bumpers with bumper guards.
- 11) Headlights shall be halogen or LED, equipped with daytime running lights. A Truk-Lite, amber in color, is to be mounted as a "cornering" light and shall be wired to the right turn signal.
- 12) Each van shall be equipped with an under-the-hood service light.
- 13) Each van shall have dual electric horns, dashboard gauges to monitor engine temperature and oil level, and an engine cover console with tray and closing storage. Each van shall be equipped with 2-speed windshield wipers with an intermittent mode.

REVISED 1/9/14

- 14) Each van shall have an automatic transmission with overdrive, electronic ignition and EEC-V computer or equivalent. The engine cooling system and oil cooling systems of each van shall be the heaviest duty cooling systems available from the manufacturer.
- 15) The vans shall have 4 wheel anti-lock brakes, power steering, deluxe tilt steering wheel, cruise control, power windows, and power door locks on the driver and front passenger sides, and shall be equipped with Traction Assist- Advance Trac with RSC or equivalent
- 16) Van shall be equipped with and a high center-mounted rear brake light.
- 17) The battery shall be a minimum of 650 cold cranking amps and 72 amps/hour, maintenance-free, and the alternator shall be heavy-duty, minimally rated 155 amp, 12-volt.
- 18) Each van shall have 5 steel-belted, radial tires, Goodyear, or Firestone, P225/75R15 or P235/75R15 XL, "extra load" rated 2,183 pounds at 41 pounds per square inch maximum pressure, with all season treads with one full-size, conventional spare tire, and a Tire Pressure Monitoring System. The spare shall be mounted inside the van under the rear seats.
- 19) Each van shall have Monroe Gas-Magnum Shocks or approved equivalent. Front and rear shock absorbers shall be rated heavy duty with front stabilizer bar. Each van's rear spring rating shall be not less than 3,620 pounds. Shocks should provide a softer ride instead of a firmer ride.
- 20) Each van shall be equipped with a minimum 25-gallon capacity fuel tank. All tanks shall have a sheet metal label hot-stamped or engraved "GASOLINE".
- 21) The Contractor shall provide vans with a full-length, extra-wide running board, with a nonslip surface securely mounted and a courtesy step-well light for rear passenger ingress and egress, which shall activate when any side door is opened, regardless of whether the vehicle's ignition is on or off.

INTERIOR:

- 22) Interior colors shall be mutually agreed to between the City and the successful Bidder at time of award of contract.
- 23) Van shall be equipped with an engine cover console, with pocket to house notebook and papers, a writing tray and two cup holders; AM/FM stereo with CD and MP3 audio input capability, electronic digital clock and 4-way speakers; and individual overhead passenger reading lights of the aircraft swivel type.
- 24) Factory or Converter interior to include full-length color-coordinated carpeting, ceiling, window garnish moldings at side windows and wall/door panels; Factory or Converter ceiling and covering of AC valances shall meet FMVSS 302 standards; plastic AC valances colored to match the ceiling may be used in lieu of fabric covering.
- 25) Factory-installed sun visors are to be color coordinated with the fabric of the ceiling; LAW/City desires to have "slit" pockets on both sides of both visors, sized to allow storage of road map sized items.
- 26) Factory dome lights are to remain in the vans and are to be wired to go on when any side door is opened; except for the above-mentioned dome lights, all remaining overhead lights are to go off when the vehicle's ignition is turned off. All overhead lights are to be wired via an acceptable wiring harness, and all connectors are to be of the "spade" or "molded" variety. Butt connectors and/or Scotch locks are not acceptable.

- 27) All seats shall be cloth-covered, high-back, reclining "Captain" style (no bench seating). All seats shall have an inside armrest and shall be treated with a Teflon coating, such as Soil Shield or Inner Shield. The Contractor shall provide "in vehicle pull test" certification of seats and hardware in accordance with applicable FMVSS standards, a copy of the seat manufacturer's warranty, and an "Installer's Bill of Materials", detailing hardware and under-floor supports as tested. All seats are to have pockets on the back (for magazines, maps, newspapers); the back of the center rear seat must fold down to permit unencumbered emergency exiting. All seat coverings shall be of the same material and color as the factory-installed driver and front passenger seats. All fabrics must meet (as minimum standards) 50,000 rubs per Wyzenbeek Surface Abrasion test, 200 hours Lightfastness test (AA TCC-16A), and pass DOT FMVSS 302 standard. Written proof of the above tests (or equivalent), as well as details of the materials offered, are to be supplied with the Bid. Seat manufacturer model(s) shall be stated in Bid, and are subject to approval by LAWA/City. Bidder shall provide a copy of seat manufacturer's warranty with Bid.
- 28) Three-point restraint system with shoulder and lap belts shall be certified and installed for driver, front passenger, and all other passengers, as required by applicable Federal Motor Vehicle Safety Standards (FMVSS) 207, 208, and 209 and the State of California regulations. These seat belts may be integrated into the seats as allowed by the regulations. Retractors shall be placed so as to give clearance for legs and feet of passengers sitting directly behind - retractor boxes mounted on seat backs are not acceptable.
- 29) Passenger seats along the interior walls of the van shall be positioned so that there is a minimum clearance of 3 inches between the wall and the seat. Seating configuration diagram shall be similar to Exhibit B.
- 30) The driver's and passenger's front seats shall be equipped with an airbag.
- 31) Van shall be equipped with a minimum five (5) coat hooks that shall have a clearance of at least 1/2 inch from air conditioning ducts or other obstacles. The interior wall is to be reinforced where the coat hooks are installed for better retention of the mounting screws.
- 32) The side doors shall be dual, swing-out type. Each side of the entry doors shall have an entry assist grab handle ("pull") installed on the inside, located for ease of use, and shall be attached so as not to come loose during the life of the van while in commuter use.
- 33) Each van shall have the vented window package, with full vision, tinted windows behind the driver's seat or front seat, including a wide-angle, rear window lens. Each van shall have remote-power, rear-view mirrors (6" X 8" minimum) with convex bubbles on the driver and the passenger side mirrors and rear window.
- 34) The van windows shall have pull-out emergency pins and "Emergency Exit" decals with instructions as to the use of the windows as emergency exits. Each van shall also be equipped with rear door exit capability from the interior, with release of hidden-cable type, lever, ring operated, or any other original manufacturer-installed release mechanism. The locations and instructions for these exits shall be conspicuously posted.
- 35) One fire extinguisher with integral bracket, mounted on the floor, shall be provided for each van. The fire extinguishers shall be fully charged, inspected, and maintained and shall carry the tag so stating. Each van shall contain an emergency reflector triangle kit (Grote# 71422, with three reflectors or equivalent) to meet requirements of AB 550. Each van shall be equipped with the tools required to jack up the van and change a tire and first aid kit equivalent to the vehicle's passenger capacity shall also be installed on each van.

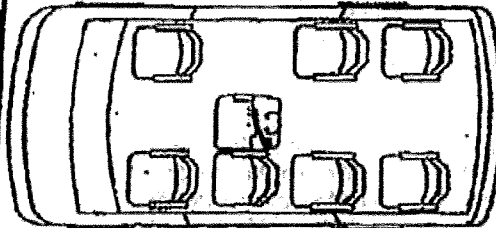
- 36) Front and rear air conditioning and heating shall be supplied. Factory standard, front integral and rear-perimeter, non CFC refrigerant, overhead ducted air conditioning and heating, with dual controls, shall be provided on each van. The rear perimeter system's fans shall provide equal air volume via 4 ball type outlets placed in the overhead valances. Outlet balls shall have a minimum inside diameter of 2 1/4 inches. Controls shall be dashboard-mounted for easy access to the driver. Rear air conditioning and heating shall work in conjunction with the factory-installed front unit. Both systems shall have a 3-speed blower. The AC system is to be of such quality that there shall be no interruption of cold airflow coming from the air outlets when the van is under hard acceleration.
- 37) All new wiring and all wiring that is exposed shall be installed in flexible non-metallic loom, with crimped connectors, all properly insulated. All wiring shall be of adequate size to carry designed electrical load without excessive voltage drop. All wiring passing through partitions or bulkheads shall have a rubber grommet at that point for chafe protection. All wiring shall be routed and secured to prevent damage from abrasion and heat. All wiring shall be color or number coded. Color or number coding shall be continuous throughout circuit, from beginning to end. All electrical circuits shall have circuit breaker and/or fuse protection devices.
- 38) Each vehicle shall be delivered with an owner's manual. All printed documents, including drawings and instruction books, if applicable, shall be in the English language. All units of measurement shall be in the foot pound second system.
- 39) Each vehicle shall be delivered with valid DMV Vehicle Registration card and stickers, valid evidence of insurance card, and valid license plates (not e-plates or government plates).
- 40) Optional Features which may or may not be added to contract at additional cost per van per month:
- Backing Alarm
 - Backing Camera
 - GPS Tracking Device
 - Wi-Fi Service
 - In-Vehicle Vacuum System

113-133 APPENDIX "B" SEATING CONFIGURATION

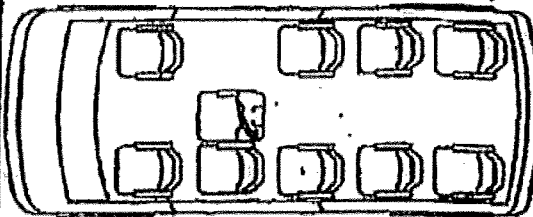
REVISED

FORD FLOOR PLAN

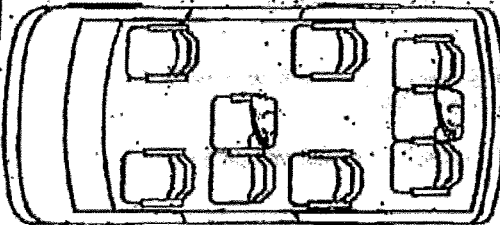
CITY OF LA PLAN



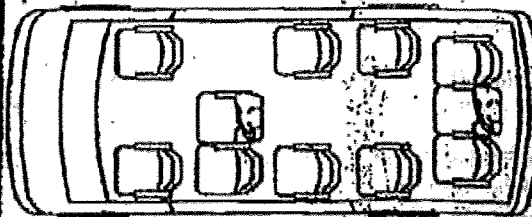
8 Passenger
★ Short Wheel Base



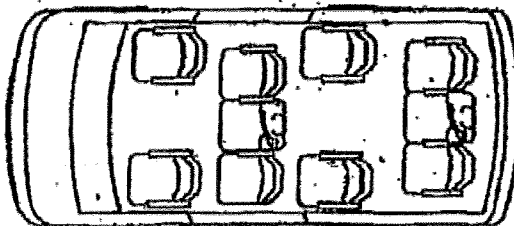
★ 10 Passenger
Long Wheel Base



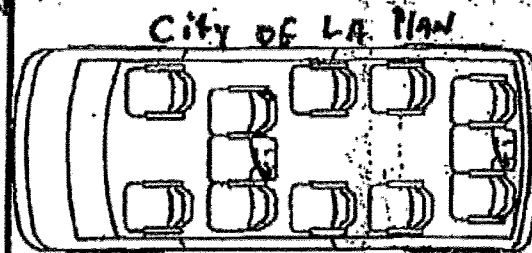
★ 9 Passenger
Short Wheel Base



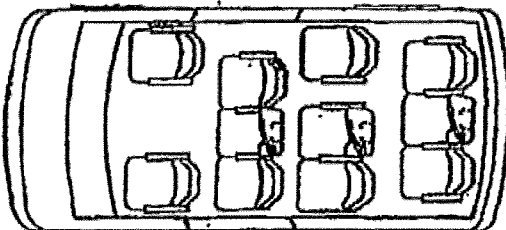
11 Passenger
Long Wheel Base



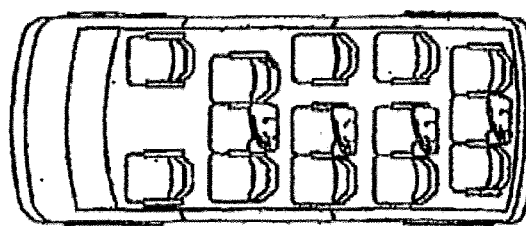
10 Passenger
Short Wheel Base



CITY OF LA PLAN
★ 12 Passenger
Long Wheel Base



11 Passenger
Short Wheel Base



14 Passenger
Long Wheel Base

**VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

IMPORTANT NOTES TO READ BEFORE FILLING THIS WORK SHEET:
 - This is a computer generated work sheet and should be completed on a computer. For each item enter your bid price under the column entitled NET UNIT PRICE. The worksheet will calculate automatically the EXTENDED PRICE and the TOTAL BID PRICE. Entering price by hand or typing it is NOT recommended and will result in extra verification staff time and cost for our agency.
 - Enter your response in the white rows if you bid on the items as specified. USE THE SHADED ROWS BELOW only for "or equal" items.
 - If bidding "or equal" items in the shaded rows, enter manufacturer name and product or catalog number in the said rows. If this information is missing, your bid response may not be considered.
 - Enter only one response per item, either in the white row OR in the shaded row. Entering two responses per item will result in an error total of your bid and may render it non responsive.
 - Use this Excel worksheet on the website: www.lapavm.org. Complete your bid worksheet, save it, print it and submit it with your bid response. Do not email.
 Note: Bidder shall also state Total Bid Price from this Worksheet in the bid section entitled: BID PRICES VERIFICATION WORKSHEET (Bid page 2 of 8).

BIDDER MUST ENTER ITS NAME HERE: _____

Item	MANUFACTURER NAME	PROBIDDER CATALOG NUMBER	PROBIDDER SERVICE DESCRIPTION	QUANTITIES NEEDED	MONTHLY NET UNIT PRICE	EXTENDED PRICE
1	FORD	E150 XLT VAN	Gasoline-powered 8-Passenger Van with 8620 GVWR, 4.6 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 285@3500 RPM, 4 Speed Automatic Transmission	68	\$0.00	\$0.00
or equal				68	\$0.00	-\$0.00
2	FORD	E350 XLT VAN	Gasoline-powered 9-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	-\$0.00
3	FORD	E350 XLT VAN	Gasoline-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	-\$0.00
4	FORD	E350-Extended XLT VAN	Gasoline-powered 12-Passenger Van with 9100 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal				1	\$0.00	-\$0.00

TOTAL BID PRICE (per month):

\$0.00

**VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

BIDDER MUST ENTER ITS NAME HERE:

Item #	MANUFACTURER NAME	PROJECT OR PRODUCT CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTIONS	QUANTITY NEEDED	MONTHLY NET ON PRICE	EXTENDED PRICE
Optional Equipment: (Will not be evaluated for award of bid, but LAWA may choose to add to the contract:						
5 or equal	Dodge	Caravan	Gasoline-powered 7 Passenger Van with 6050 GVWR, 3.6 L V8 Engine, Net HP: 283@6400 RPM, Net Torque: 280@4400 RPM, 6 Speed Automatic Transmission	1	\$0.00	\$0.00
6 or equal	Dodge	Caravan	Ethanol-powered 7 Passenger Van with 6050 GVWR, 3.6 L V6 Engine, Net HP: 283@6400 RPM, Net Torque: 280@4400 RPM, 6 Speed Automatic Transmission	1	\$0.00	\$0.00
7 or equal	Dodge	Caravan	Compressed Natural Gas (CNG)-powered 7 Passenger Van with 6050 GVWR, 3.5 L V8 Engine, Net HP: 283@6400 RPM, Net Torque: 260@4400 RPM, 6 Speed Automatic Transmission	1	\$2.00	\$0.00
8 or equal	Ford	E150 XLT VAN	Ethanol-powered 8-Passenger Van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 286@3500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
9 or equal	Ford	E150 XLT VAN	CNG-powered 8-Passenger Van with 8520 GVWR, 4.6 L V8 Engine, Net HP: 225@4800 RPM, Net Torque: 286@3500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
10 or equal	FORD	E350 XLT VAN	Ethanol-powered 9-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
11 or equal	FORD	E350 XLT VAN	CNG-powered 9-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
12 or equal	FORD	E350 XLT VAN	Ethanol-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
13	FORD	E350 XLT VAN	CNG-powered 10-Passenger Van with 8800 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00

**VANPOOL LEASING AND SERVICES
CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

BIDDER MUST ENTER ITS NAME HERE: _____

MANUFACTURER NAME	PRODUCT OR CATEGORY NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	MONTHLY NET UNIT PRICE	EXTENDED PRICE
Optional Equipment: (Will not be evaluated for award of bid, but LAWA may choose to add to the contract):					
or equal:			1	\$0.00	\$0.00
14	FORD	Ethanol-powered 12-Passenger Van with 9100 GVWR, 5.4 L V8 Engine, Net HP: 225@4500 RPM, Net Torque: 350@2500 RPM, 4 Speed Automatic Transmission	1	\$0.00	\$0.00
or equal:				\$0.00	\$0.00
15		Optional Backing Alarm (Per van price)	69	\$0.00	\$0.00
16		Optional Backing Camera (Per van price)	69	\$0.00	\$0.00
17		Optional GPS Tracking (Per van price)	69	\$0.00	\$0.00
18		Optional Wi-Fi (Per van price)	69	\$0.00	\$0.00
19		Optional In-Vehicle Vacuum System (Per van price)	69	\$0.00	\$0.00

CITY OF LOS ANGELES

LOS ANGELES WORLD AIRPORTS

ADDENDUM # 2 BID NO. 113-133

PROJECT TITLE: VANPOOL LEASING & SERVICES

DUE DATE: JANUARY 23, 2014

The above mentioned bid is hereby amended per the following:

- (1) Attach and include the Bidders' Conference Sign In Form - Van Pool Leasing and Services (January 7, 2014) to the RFB Documents.

NOTES: Questions: Last day to submit questions is 1/15/14 at 3:00 p.m.

If you have already submitted your bid, please make necessary revisions on the revised bid page.

If there are no revisions, please return the REVISED BID PAGE with your signed statement to that effect.

Thank you.

Cheryl Sampson
Cheryl Sampson *by Dev*
LAWA Purchasing

cc. Devon Deming
Valerie Works
Cheryl Sampson



**LAWA PROCUREMENT SERVICES DIVISION
 BIDDERS' CONFERENCE /JOB-WALK
 ATTENDANCE SIGN IN FORM**

DATE: JANUARY 7, 2014
 BUYER: CHERYL SAMPSON
 BID # 113-133

VANPOOL LEASING AND SERVICES

PLEASE SUBMIT 1 BUSINESS CARD FOR OUR RECORDS

PLEASE PRINT

COMPANY NAME (PLEASE PRINT)	REPRESENTATIVE'S NAME (PLEASE PRINT)	TELEPHONE # AND FAX	E-MAIL
V Ride	Crissy Ditmore Tracy McConnell	VOICE # 907-727-1312	crissy.ditmore@vride.com tracy.mcconnell@vride.com
		FAX # 714-980-1919	
Enterprise Rideshare	Casey Barnes David Dutcher	VOICE # (657) 221-4461	david.a.dutcher@erides.com casey.a.barnes@erides.com
		FAX #	
LAWA Bond Program	Rosa Osorio	VOICE # 213-327-5259	rosa@lmwis.com
LAWA-BTRC	Rose Cote	VOICE # 424-646-	rosacote@lawa.org
LAWA - Promermet	Melani Torres	FAX # 7503	melanitorres@promermet.com
LAWA Rideshare	DEVON DEMING	VOICE # 424-646-7775	ddeming@lawa.org
LAWA Rideshare	Melissa Molina	FAX # 424-646-9264	mmolina@lawa.org
HARBOR DEPT. - RIDESHARE	DENNI GRAY	VOICE # 310-732-7136	dgray@portla.org
BSD-Supply Services	Claudia Landrum	FAX # 323-526-9262	claudia.landrum@city.org
Primary Colors Leasing	MIGUEL FLORES	VOICE # 760-710-3091	miguel@primarycolorsleasing.com
		FAX # 760-448-2226	

REVISED 1/10/09

LAWA

Cheryl Sampson (424) 646-7404 csampson@lawa.org

CITY OF LOS ANGELES

LOS ANGELES WORLD AIRPORTS

ADDENDUM # 3 BID NO. 113-133

PROJECT TITLE: VANPOOL LEASING & SERVICES

OLD DUE DATE: JANUARY 23, 2014

NEW DUE DATE: JANUARY 30, 2014

DUE TIME: PRIOR TO 2:00 P.M.

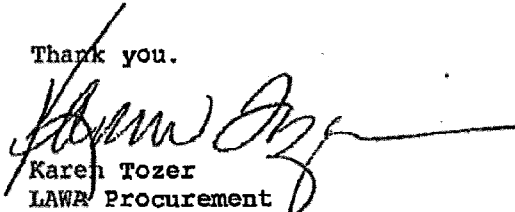
The above numbered bid is hereby amended to include as follows:

/X/ Bid due date has been extended until Thursday, January 30, 2014.

If you have already submitted your bid, please make necessary revisions on the revised bid page.

If there are no revisions, please return this form or the REVISED BID FORM with your signed statement to that effect.

Thank you.


Karen Tozer
LAWA Procurement

cc: Devon Deming
Cheryl Sampson

CITY OF LOS ANGELES

LOS ANGELES WORLD AIRPORTS

ADDENDUM # 4 DATED: January 24, 2014

BID NO.: 113-133

PROJECT TITLE: VANPOOL LEASING & SERVICES

DUE DATE: JANUARY 30, 2014

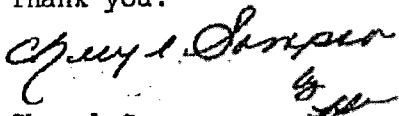
The above mentioned bid is hereby amended to incorporate the following attached documents into the RFB requirements:

- (1) Answers to Questions Received by 1/15/14.
- (2) Los Angeles World Airports (LAWA) - Request for Bid (RFB) Vanpool Leasing and Services - January 2014, Appendix A - Vehicle Specifications.

NOTES: If you have already submitted your bid, please make necessary revisions on the revised bid page.

If there are no revisions, please return the REVISED BID PAGE with your signed statement to that effect.

Thank you.


Cheryl Sampson
LAWA Purchasing

cc. Devon Deming
Valerie Works
Cheryl Sampson

**Los Angeles World Airports (LAWA) - Request for Bids (RFB)
Vanpool Leasing and Services - January 2014**

APPENDIX A - VEHICLE SPECIFICATIONS

- 1) **7-Passenger Vehicles**
Make & Model Chassis: Dodge Caravan or Approved Equivalent
GVWR: 6600
Engine: 4.6L
CYL: V8
Net HP: 225@4800 RPM
Net Torque: 286@3500 RPM
Transmission: 4 Speed Auto

- 2) **8 & 9-Passenger Vans**
Make & Model Chassis: FORD E150 XLT Van on a "Short Wheelbase" Chassis or Approved Equivalent
GVWR: 6600
Engine: 4.6L
CYL: V8
Net HP: 225@4800 RPM
Net Torque: 286@3500 RPM
Transmission: Ford 4 Speed Auto

- 3) **10-Passenger Vans**
Make & Model Chassis: FORD E350 XLT Van on a "Short Wheelbase" Chassis or Approved Equivalent
GVWR: 6600
Engine: 5.4L
CYL: V8
Net HP: 255@4800 RPM
Net Torque: 286@3500 RPM
Transmission: Ford 4 Speed Auto

- 4) **12-Passenger Vans**
Make & Model Chassis: FORD E350-Ext XLT Van on an "Extended Wheelbase" Chassis or Approved Equivalent
GVWR: 6600
Engine: 4.6L
CYL: V8
Net HP: 225@4800 RPM
Net Torque: 286@3500 RPM
Transmission: Ford 4 Speed Auto

- 5) ALL vehicles delivered for an initial order shall be new, of the last model year, delivered new, and not previously used, with fewer than 1,000 miles on the odometer. Vehicles shall be delivered in fully operational condition, with no mechanical problems. The vehicle's features shall be factory-installed, Original Equipment Manufactured (OEM), and approved by the vehicle's manufacturer. ALL vehicles will have a five-year lease with unlimited mileage, fully maintained, with full insurance,

- 6) The vehicles shall meet all of the applicable requirements of the Federal Motor Vehicles Safety Standards, Titles 8 and 17 of the California Code of Regulations, the California Vehicle Code, and the California Air Resources Board. All vehicles shall meet the State of California regulatory agency's emission standards. Each van shall be labeled with "Van Pool" signs/stickers in compliance with the California State Assembly Bill 550, and meet all standards applicable under FMVSS, SAE and RVIA (electrical).

- 7) Vehicles shall be delivered with four (4) sets of keys and two (2) keyless entry remotes. Vendor is responsible for providing additional keys if requested.

EXTERIOR:

- 8) Exterior of vehicles should be white, and the sides should be free from Vendor's decals. Vendor agrees that LAWA/City may install its own program decals on both sides of the vehicle. If the Vendor wishes to display its own advertising on the rear of the vehicles, an advertising discount should be included in the price and documented as such. The interior colors shall be mutually agreed upon between LAWA/City and the Vendor. LAWA/City reserves the right to reject vehicles whose colors are not acceptable for department use.
- 9) The van roofs shall be less than 84 inches from the ground when the vehicles are empty and the tires are properly inflated. The wheelbase shall not exceed 140 inches.
- 10) Van shall be equipped with front and rear bumpers with bumper guards.
- 11) Headlights shall be halogen or LED, equipped with daytime running lights.
- 12) Each van shall have dual electric horns, dashboard gauges to monitor engine temperature and oil level, and an engine cover console with tray and closing storage. Each van shall be equipped with 2-speed windshield wipers with an intermittent mode.
- 13) Each van shall have an automatic transmission with overdrive, electronic ignition and EEC-V computer or equivalent. The engine cooling system and oil cooling systems of each van shall be the heaviest duty cooling systems available from the manufacturer.
- 14) The vans shall have 4 wheel anti-lock brakes, power steering, deluxe tilt steering wheel, cruise control, power windows, and power door locks on the driver and front passenger sides, and shall be equipped with Traction Assist- Advance Trac with RSC or equivalent
- 15) Van shall be equipped with and a high center-mounted rear brake light.
- 16) The battery shall be a minimum of 650 cold cranking amps and 72 amps/hour, maintenance-free, and the alternator shall be heavy-duty, minimally rated 155 amp, 12-volt.
- 17) Each van shall have 6 steel-belted, radial tires, Goodyear, or Firestone, P225/75R15 or P235/75R15 XL (or equivalent), "extra load" rated 2,183 pounds at 41 pounds per square inch maximum pressure, with all season treads with one full-size, conventional spare tire, and a Tire Pressure Monitoring System. A full-sized spare tire of equivalent quality shall be provided with the vehicle.
- 18) Each van shall have Monroe Gas-Magnum Shocks or approved equivalent. Front and rear shock absorbers shall be rated heavy duty with front stabilizer bar. Each van's rear spring rating shall be not less than 3,620 pounds. Shocks should provide a softer ride instead of a firmer ride.

Each van shall be equipped with a minimum 25-gallon capacity fuel tank.
- 19) The Contractor shall provide vans with a full-length, extra-wide running board, with a nonslip surface securely mounted and interior step-well non-slip pads for rear passenger ingress and egress.

INTERIOR:

- 20) Interior colors shall be mutually agreed to between the City and the successful Bidder at time of award of contract.
- 21) Van shall be equipped with an engine cover console, with pocket to house notebook and papers, a writing tray and two cup holders; AM/FM stereo with CD and MP3 audio input capability, electronic digital clock and 4-way speakers; and individual overhead passenger reading lights.
- 22) Factory or Converter interior to include full-length color-coordinated carpeting, ceiling, window garnish moldings at side windows and wall/door panels; Factory or Converter ceiling and covering of AC valances shall meet FMVSS 302 standards; plastic AC valances colored to match the ceiling may be used in lieu of fabric covering.
- Factory-installed sun visors are to be color coordinated with the fabric of the ceiling;
- 23) Factory dome lights are to remain in the vans and are to be wired to go on when any side door is opened; except for the above-mentioned dome lights, all remaining overhead lights are to go off when the vehicle's ignition is turned off. All overhead lights are to be wired via an acceptable wiring harness, and all connectors are to be of the "spade" or "molded" variety. Butt connectors and/or Scotch locks are not acceptable.
- 24) All seats shall be cloth-covered, high-back, reclining "Captain" style (no bench seating, except on CNG vehicles where necessary). All seats shall have an inside armrest and shall be treated with a Teflon coating, such as Soil Shield or Inner Shield. The Contractor shall provide "in vehicle pull test" certification of seats and hardware in accordance with applicable FMVSS standards, a copy of the seat manufacturer's warranty, and an "Installer's Bill of Materials", detailing hardware and under-floor supports as tested. All seats are to have pockets on the back (for magazines, maps, newspapers). All seat coverings shall be of the same material and color as the factory-installed driver and front passenger seats. All fabrics must meet (as minimum standards) 50,000 rubs per Wyzenbeek Surface Abrasion test, 200 hours Lightfastness test (AA TCC-16A), and pass DOT FMVSS 302 standard. Written proof of the above tests (or equivalent), as well as details of the materials offered, are to be supplied with the Bid. Seat manufacturer model(s) shall be stated in Bid, and are subject to approval by LAWA/City. Bidder shall provide a copy of seat manufacturer's warranty with Bid.
- 25) Three-point restraint system with shoulder and lap belts shall be certified and installed for driver, front passenger, and all other passengers, as required by applicable Federal Motor Vehicle Safety Standards (FMVSS) 207, 208, and 209 and the State of California regulations. These seat belts may be integrated into the seats as allowed by the regulations. Retractors shall be placed so as to give clearance for legs and feet of passengers sitting directly behind — retractor boxes mounted on seat backs are not acceptable.
- 26) Seating configuration diagram shall be similar to Exhibit B.
- 27) The driver's and passenger's front seats shall be equipped with an airbag.
- 28) Van shall be equipped with a minimum three (3) coat hooks that shall have a clearance of at least 1/2 inch from air conditioning ducts or other obstacles. The interior wall is to be reinforced where the coat hooks are installed for better retention of the mounting screws.
- 29) On full-sized vans, the side doors shall be dual, swing-out type. Each side of the entry doors shall have an entry assist grab handle ("pull") installed on the inside, located for ease of use, and shall be attached so as not to come loose during the life of the van while in commuter use.
- 30) Each full-sized van shall have the vented window package, with full vision, tinted windows behind the driver's seat or front seat, including a wide-angle, rear window lens. Each van shall have remote-power, rear-view mirrors (6" X 9" minimum) with convex bubbles on the driver and the passenger side mirrors window or 2-part side mirrors which give the same "bubble-type" view and a convex bubble on the rear window. Side windows should be vented.

- 31) Each full-sized van shall be equipped with rear door exit capability from the interior, with release of hidden-cable type, lever, ring operated, or any other original manufacturer-installed release mechanism. The locations and instructions for these exits shall be conspicuously posted.
- 32) One fire extinguisher with integral bracket, mounted on the floor, shall be provided for each van. The fire extinguishers shall be fully charged, inspected, and maintained and shall carry the tag so stating. Each van shall contain an emergency reflector triangle kit (Grote# 71422, with three reflectors or equivalent) to meet requirements of AB 550. Each van shall be equipped with the tools required to jack up the van and change a tire and first aid kit equivalent to the vehicle's passenger capacity shall also be installed on each van.
- 33) Standard front and rear factory installed heating and air conditioning shall be installed on all vehicles. The AC system is to be of such quality that there shall be no interruption of cold airflow coming from the air outlets when the van is under hard acceleration.
- 34) All new wiring and all wiring that is exposed shall be installed in flexible non-metallic loom, with crimped connectors, all properly insulated. All wiring shall be of adequate size to carry designed electrical load without excessive voltage drop. All wiring passing through partitions or bulkheads shall have a rubber grommet at that point for chafe protection. All wiring shall be routed and secured to prevent damage from abrasion and heat. All wiring shall be color or number coded. Color or number coding shall be continuous throughout circuit, from beginning to end. All electrical circuits shall have circuit breaker and/or fuse protection devices.
- 35) Each vehicle shall be delivered with an owner's manual. All printed documents, including drawings and instruction books, if applicable, shall be in the English language. All units of measurement shall be in the foot pound second system.
- 36) Each vehicle shall be delivered with valid DMV Vehicle Registration card and stickers, valid evidence of insurance card, and valid license plates (not e-plates or government plates).
- 37) Optional Features which may or may not be added to contract at additional cost per van per month:
- Backing Alarm
 - Backing Camera
 - GPS Tracking Device
 - Wi-Fi Service
 - In-Vehicle Vacuum System

Answers to Questions Received By 1/15/14

1. If the [RFB] is the preferred methodology can LAWA reissue specs that can be met so that all proposers can be compared equally?
 - a. At the pre-bid meeting LAWA requested the bidder(s) provide a list of any/all outdated specifications to be addressed. We will not be able to respond to this question without that information.
2. For 10-passenger vans, the RFP calls for an "E350 short wheelbase." It is to LAWA's and your employees' advantage to allow bids for longer E350 wheelbase vans (the standard in the industry for this passenger size) – the same chassis you are specifying for 12-passenger vans. The longer wheelbase vans are roomier and preferred by the vast majority your employees and our customers.
 - a. As noted at the pre-bid meeting, LAWA prefers the shorter wheel-base option for the 10-passenger vehicles.
3. [LAWA Staff] instructed the vendors at the pre-bid conference to submit the vehicles they would propose (to verify that they qualify as "equivalent" to the vehicle types listed in the bid. For the 2014 year-model). [We] would request LAWA to verify prior to the bid opening that these vehicles (all of which meet all licensing, tax, Federal, and legal standards for a vanpool) can be used.
 - a. The instruction provided at the pre-bid meeting was that LAWA would not pre-approve equivalent vehicles. It is up to the Bidder to determine that the equivalent vehicle being proposed meets the requirements listed in the RFB.
4. Would there be a scenario under which LAWA would award certain groups [of vehicles] to certain providers? In order to price in a competitive manner understanding potential service capacity is important.
 - a. LAWA reserves the right to award contracts for different sizes or fuel types of vehicles to different vendors. However, all vehicles of a certain size or fuel-type will be awarded under one contract with one vendor. (For example, we will not split the award for 8-passenger, gasoline-powered vehicles between multiple vendors.)
5. [The Bid Bond] is a very unusual requirement for a services contract, and could eliminate potential bidders (with \$400,000 being required). Enterprise would ask that this requirement be removed.
 - a. The Bid Bond requirement will remain at \$400,000.

6. [The RFB] requires service to be performed at 5,000 mile intervals. The California requirement (and as required in the LA Metro program) is 6,000 mile intervals or 6 months whichever comes first. Can this requirement be changed to bring the LAWA vans in line with the LA Metro program?
- a. Yes. See Addendum 4.
7. [The RFB] states, "Lessor agrees that contract with the city does not establish a contract with individual drivers or riders..." During the pre-bid conference discussion on this requirement followed. All proposers were in agreement that such a statement would be impossible to insure since no insurance company would be willing to offer an agreement with absolutely no restrictions. This issue was understood to mean proposers should not bill the participants directly, but that we would still be signing agreements with drivers, and would have recourse should illegal activity be taking place to the individual responsible. This response was verbal. Please provide a written response that addresses this issue so that it becomes part of the official record.
- a. Please see additional language in Addendum 3, which changes this section to read, "Lessor agrees that a contract with the City does not establish a financial contract with individual drivers or passengers and that no additional charges or claims for payment owed should be made to any LAWA/City driver or passenger for any reason. Vendor may require a driver to sign a driver agreement for insurance purposes. However, if Vendor believes a cost was incurred due to the negligence of a LAWA/City employee, a City of Los Angeles Claim for Damages Form shall be submitted to the City Attorney's Office for review."
8. Currently all LAWA vanpool drivers (and the City's) sign and agree to a Driver Agreement with the vanpool vendor. That agreement provides the conditions of coverage for the insurance purchased and provided by the vendor. In the pre-bidders meeting, Devon Deming said that that would continue with the new contract. The issue is that the RFB language essentially contracts much of this arrangement (which would violate the insurance policy provided by the vendor). Enterprise would suggest that a) LAWA require the vendors to submit their Driver Agreements for review in their bid submission, and b) eliminate the language in the contract that contradicts with using these Driver Agreements.
- a. Please see answer to #4 above.
9. The RFB language says "At no time shall additional charges of citations or payment of damages be added to the monthly invoice or charged directly to LAWA employees". This would make the vendor responsible for parking citations and tolls if LAWA and the driver chose not to pay them. [We] request this language be removed (it puts an unreasonable burden on the vendor).
- a. See new language in Addendum 4 as follows "LAWA is committed to ensuring payment on citations which can be proven to belong to a LAWA employee."
10. [The RFB] states, "All drivers must be covered by insurance whether or not approved by vendor". Discussion regarding this followed at the pre bid conference. LAWA responded

that this requirement was a mistake and would be removed. Please issue an amendment stating that so it becomes part of the official record.

- a. This was previously changed in Addendum 1 to read "All drivers must be approved by Vendor for insurance purposes prior to driving vehicle."

11. Auto Liability Limits: In Addendum #1 recently issued by LAWA, the insurance level was changed from \$5 million to \$1.5 million. LAWA's current vanpool program (and the City's) require \$1 million, the industry standard amount and the amount for passenger vans at the Airports themselves. Requiring a unique insurance level (\$1.5 million) may eliminate many or all vendors

- a. Risk Management has confirmed that the insurance requirement will remain at \$1.5 million.

12. The contract allows LAWA to order vehicles as-needed throughout the life of the contract. Delivery is required within 30 days. The contract contains a number of specific vehicle and equipment requirements that vary from vendors standing stock of inventory. Vendors won't be able to custom-order vans for LAWA (with the exact specs) within 30 days. That isn't possible.

- a. As discussed in the pre-bid meeting, RFB language currently states "Lessor will provide Lessee with the required vans within 30 working days (or a mutually agreed upon period) after receiving a Sub-purchase Order from Lessee."

13. All of our standing 7-passenger vehicles are not white. We would need enough time to custom order a white vehicle (90 days), or a waiver of the color requirement.

- a. As discussed in the pre-bid meeting, RFB language currently states "Lessor will provide Lessee with the required vans within 30 working days (or a mutually agreed upon period) after receiving a Sub-purchase Order from Lessee." The color requirement will remain white.

14. We recommend that the RFB allow flexibility for seating configurations and vehicle colors (interior and exterior). This will encourage and facilitate the lowest possible pricing and the quickest vehicle delivery.

- a. Seating configurations and vehicle colors must be as described in the original bid document.

15. All seats are pull-tested in a certain position. Seats cannot be moved around in the vehicle without invalidating their pull test certification. For that reason, a distance of 3" to the wall cannot be guaranteed.

- a. The 3" requirement has been removed in Addendum 4. However, the seating configurations and vehicle colors must be as described in the original bid document.

16. Related to ADA accommodations, the RFB states that vendors must add ADA equipment upon request. This may include ramps, motorized lifts, etc. as determined by

LAWA/City". Items like ramps and motorized lifts can run in the tens of thousands of dollars and far exceed the ADA legal requirements for these vehicles. [Bidder] requests that the RFB language be changed to simply require the vendor to meet "all legal ADA requirements" at no cost to LAWA/City.

a. See new language in Addendum 4.

17. Section III. Service, Items G & H (on page 4) seem to be describing the same situation, but with different requirements.

a. The expectation is that Roadside Assistance or an equivalent loaner vehicle be provided within 30 minutes. While occasional exceptions may be granted due to circumstances beyond the Lessor's control, once the time has exceeded 60 minutes the liquidated damages fee of \$100 per incident will be assessed.

18. It's arbitrary where the vendor representative is located who answers after-hours roadside assistance calls. We would request that the requirement for the person to be "located in Southern California" be removed.

a. It is important to LAWA that the person answering calls for Roadside Assistance is familiar with the local area in order to provide the best possible service. Therefore, that requirement will not be removed.

19. There is no CNG package available on a caravan.

a. This is an optional item and you are not required to submit a price.

20. The CNG package on the GM is only available in a factory bench model which the specs specifically state are not acceptable.

a. See new language in Addendum 4.

21. Flex fuel is not available on all vehicles.

a. This is an optional item and you are not required to submit a price on all vehicles.

22. Full size vans have 3 coat hooks, not the specified 5, but the coat hooks meet FMVSS standards.

a. See new language in Addendum 4.

23. Individual overhead reading lights do not articulate.

a. See new language in Addendum 4.

24. The seats no longer fold down flat in the rear to allow for emergency exits. That feature was necessary for a time when the model did not have rear door access.

- a. See new language in Addendum 4.
25. The rear windows [on some vehicles] do not have emergency exit pins. Alternatively, they are on hinges and have the ability to come completely off the hinge in an emergency. The vented hinges meet FMVSS standards. Rear door exit capability is only available on full-size vans.
- a. See new language in Addendum 4.
26. Page 10, Section 36: Describes an after-market rear A/C system which no vendor uses. Factory rear A/C is standard and differs from this requirement.
- a. See new language in Addendum 4.
27. The side view mirrors used on the vans are 2 part mirrors which give the bubble" view, but are not "bubble" mirrors.
- a. See new language in Addendum 4.
28. There are no lights on the foot wells.
- a. See new language in Addendum 4.
29. There is no availability of an "in vehicle" vacuum system for vanpool vehicles.
- a. This is an optional item and you are not required to submit a price.
30. Vehicles are not Fords
- a. Please submit the pricing on the "OR EQUAL" line of the worksheet and make sure to submit prices on vehicles that meet the minimum requirements of the RFB.
31. Front and rear bumper guards are no longer available
- a. A wide variety of after-market bumper guards are available for reasonable prices.
32. Under hood light is no longer available.
- a. This requirement has been deleted in Addendum 4.
33. Fuel tank label stating "Gasoline" is no longer available.
- a. This requirement has been deleted in Addendum 4.
34. Daytime running lights are no longer available.

- a. According to the vehicle manufacturer's website, they are available as an option.
35. The large vans do not come with remote door locks (the 7-passenger vehicles typically do).
- a. According to the vehicle manufacturer's website, they are available as an option.
36. 2 keys can be provided on the 7-passenger vehicles (which come from the factory with only 2 keys). The 7-passenger vehicles have security embedded keys that are we cannot copy or replicate.
- a. Please provide a bid price which includes the cost of two additional keys (4 total) purchased from the factory).
37. Interior grab handle on side entrance are only available on full-size converted vans, not on 7-passenger vehicles.
- a. See new language in Addendum 4
38. Some vehicles do not have a rear camera that can be ordered.
- a. This is an optional item and you are not required to submit a price for all vehicles.
39. Emergency exit side windows are no longer available.
- a. This requirement has been deleted in Addendum 4.
40. Visors do not have slits as specified as availability varies by manufacturer.
- a. This requirement has been deleted in Addendum 4.
41. Vehicles are to have a maximum height of 83". The spec includes Ford E350 vans, which are 84" tall.
- a. See new language in Addendum 4.
42. Amber Truk-lights are no longer available.
- b. This requirement has been deleted in Addendum 4.

CITY OF LOS ANGELES

LOS ANGELES WORLD AIRPORTS

ADDENDUM # 5 DATED: January 28, 2014

BID NO.: 113-133

PROJECT TITLE: VANPOOL LEASING & SERVICES

OLD DUE DATE: JANUARY 30, 2014

NEW DUE DATE: FEBRUARY 6, 2014

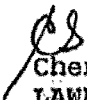
The above mentioned bid is hereby amended as follows:

- (1) Bid due date has been changed to February 6, 2014 (prior to 2:00 p.m.)
- (2) Insurance requirements have been revised to one million (\$1,000,000.00).

NOTES: If you have already submitted your bid, please make necessary revisions on the revised bid page.

If there are no revisions, please return the REVISED BID PAGE with your signed statement to that effect.

Thank you.


Cheryl Sampson
LAWA Purchasing

cc. Devon Deming
Cheryl Sampson

Attachment: Insurance Requirements for Los Angeles World Airports

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: City of Los Angeles World Airports Department of Airports
AGREEMENT / ACTIVITY: Van Pool Vehicle Leasing and Services for LAWA
TERM: Five (5) years
LAWA DIVISION: Human Resources Division, Ride Share Section

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" are the minimum required and must be at least the level of the Combined Single Limits indicated.

LIMITS

- (X)** Workers' Compensation (Statutory)/Employer's Liability **Statutory**
 - (X) Broad Form All States Endorsement
 - (X) Voluntary Compensation Endorsement
 - (*) Longshoremen's and Harbor Workers' Compensation Act Endorsement
 - (X) Waiver of Subrogation (Specifically naming LAWA as Additional Insured. Blanket endorsements are not acceptable.)

- (X)** Automobile Liability - covering owned, non-owned & hired auto **\$1,000,000 CSL**

- (X)** Commercial General Liability, including the following coverages: **\$1,000,000 CSL**
 - (X) Premises and Operations
 - (X) Contractual (Blanket/Schedule)
 - (X) Independent Contractors
 - (X) Products /Completed Operations
 - (X) Broad Form Property Damage
 - (X) Personal Injury
 - (X) Explosion, Collapse & Underground (required when work involves digging, excavation, grading or use of explosive materials.)
 - (X) Additional Insured Endorsement, specifically naming LAWA (Blanket endorsements are not acceptable).

- ***** Coverage for Hazardous Substances **\$ *****
\$ ***
 - Sudden Occurrence
 - Non-sudden Occurrence

- **** Builder's Risk Insurance - (All Risk Coverage, including material in transit) **Value of Improvements**

Comments: * If exposure exists, coverage is required.
 ** Required if property or building ultimately revert to City.
 *** Must meet Federal and/or State requirements.

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.

INSURANCE COMPANIES WHICH DO NOT HAVE A BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE SUBMITTED TO EXECUTIVE DIRECTOR FOR ACCEPTABILITY.

PLEASE RETURN WITH EVIDENCE OF INSURANCE

CITY OF LOS ANGELES

LOS ANGELES WORLD AIRPORTS

ADDENDUM # 6 DATED: January 30, 2014

BID NO.: 113-133

PROJECT TITLE: VANPOOL LEASING & SERVICES

DUE DATE: FEBRUARY 6, 2014


The above mentioned bid is hereby amended as follows:

- (1) Specifications: see revised sections
I. OVERVIEW (page 1, paragraph 6)
III. SERVICE (page 3, section (J))
IV. INSURANCE (page 4)
- (2) Appendix A: see revised sections
EXTERIOR: Section (8), page 2
INTERIOR: Section (20), page 2
Section (24), page 3
Section (26), page 3

NOTES: If you have already submitted your bid, please make necessary revisions on the revised pages.

If there are no revisions, please return the REVISED PAGES with your signed statement to that effect.

Thank you.


Cheryl Sampson
LAWA Purchasing
cc. Devon Deming

Los Angeles World Airports (LAWA) - Specifications
Vanpool Leasing and Services

L OVERVIEW

Los Angeles World Airports (LAWA) and the City of Los Angeles (City) have developed an Employee Commute Reduction Plan (ECRP) designed to reduce the number of employees who commute to work by driving in single occupant automobiles. A key element in this ECRP is an employer sponsored Vanpool Program.

LAWA Rideshare organizes vanpools of LAWA employees, contract employees, and members of the public working in nearby locations that are commuting between similar home communities and worksites.

At the present time, LAWA has 69 vanpools in operation:

- | | |
|--|----|
| • Ford E150 XLT "Short Wheel Base" 8-Passenger Vans: | 68 |
| • Ford E150 XLT "Short Wheel Base" 9-Passenger Vans: | 1 |

Additional vanpools are being formed.

LAWA vanpool destinations service geographically diverse sites that include Los Angeles International Airport (LAX), Ontario International Airport (ONT) and Van Nuys Airport (VNY). As the program expands, more destinations are being added.

The current method used by LAWA, and the City, to provide vanpools is a long-term leasing arrangement (five years in duration from beginning date of contract). The vehicles, their maintenance, full coverage insurance, and substitutions of vans in emergencies are all included in the contract. Fuel is provided by LAWA and the City. The typical commuter van operates an average of 24,000 miles per year, including commute miles, personal miles and vanpool administration miles.

The Vendor bills LAWA one standard monthly flat rate for the vehicles, which covers all maintenance, insurance and services provided by Vendor. Vendor also approves drivers to operate under their insurance. LAWA collects the passenger fares and assists with approving driver eligibility (e.g., Class B license, physical examinations, etc.). All communications regarding contract matters are strictly between the LAWA staff and the Vendor. Communication regarding maintenance, repairs, roadside assistance, and emergency substitution of vans may be conducted directly with approved drivers.

Because this contract is between LAWA/City and Vendor, all charges relating to this contract must be billed to LAWA/City and not directly to any LAWA/City employee. Charges beyond the standard monthly lease rate should not be included in the regular monthly invoice or invoiced to the employee. Instead, they should be submitted in a separate invoice to LAWA/City along with a City Attorney Claim for Damages Form for review. Charges approved by the City Attorney or LAWA Risk Management will be processed for payment. This claims review process is standard in municipal governments including LAWA/City and provides a clear, administrative process for submission and subrogation of damages being claimed by the company. Each claim will be investigated and evaluated on its individual merit and a determination of compensation made within a timely manner.

During the next few years, LAWA, and the City, hope to expand and replace vehicles in its current fleet of vans. In this Request for Bids, LAWA wishes to receive Bids for the stated size vans and customer service assistance with managing the vanpool fleet. The services noted above (e.g., maintenance, insurance, etc.) would be included in such long-term leases. All vehicles will be ordered "as needed". LAWA will be replacing its current fleet of vans prior to June 30, 2014. Other City departments choosing to utilize the terms of this contract will begin replacing vehicles in July, 2014.

LAWA and the City currently participate in the Metro Vanpool Program. Therefore, Bidder MUST be an existing approved vendor in the Metro Vanpool Program.

CITY OF LOS ANGELES

Other various City Departments, including the City's Commute Options and Parking Section (COPS), Department of Water and Power (DWP) and the Port of Los Angeles (Port) Rideshare, also organize vanpools of City employees, contract employees, and members of the public working in nearby locations that are commuting between similar home communities and worksites.

At this time COPS operates 85 vanpools, DWP operates 81 vanpools and the Port operates 20 vanpools, a total of 196 vanpools.

The other City departments' combined existing fleet consists of:

• Ford E150 XLT "Short Wheel Base" 8-Passenger Vans:	124
• Ford E150 XLT "Short Wheel Base" 9-Passenger Vans:	1
• Ford 350 Extended XLT "Long Wheel Base" 10-Passenger Vans:	2
• Ford 350 Extended XLT "Long Wheel Base" 12-Passenger Vans:	<u>69</u>
TOTAL:	196

City of Los Angeles vanpool destinations service geographically diverse sites, including downtown Los Angeles, the Hyperion Treatment Plant (near LAX), the Van Nuys Civic Center, the Port's Bath 161 in the San Pedro/Wilmington area, several Griffith Park facilities and many other locations around the greater Los Angeles area. As the program expands, more destinations may be added.

The other City departments may choose to contract with the Vendor for stated size vans and customer service assistance with managing the vanpool fleet under the terms and conditions of this Bid. The services noted above (e.g., maintenance, insurance, etc.) would be included in such long-term leases. All vehicles will be ordered "as needed". Other City departments choosing to utilize the terms of this contract will begin replacing vehicles in July, 2014.

BID

Bid shall include a brief general description of Bidder's firm (and its proposed subcontractors, if any) specifically noting previous experience in providing the requested vehicles and services for employer-sponsored vanpool programs of equivalent size and quality.

Bid shall provide a list of five (5) references (including contact persons, addresses and current business telephone numbers) of van pool programs for which your firm has previously provided vehicles and services

II. VEHICLES - OVERVIEW

LAWA is requesting Bids to lease custom converted commuter vans, generally as follows (see Appendix A for vehicle specifications and Appendix B for required seating configurations):

- 7-passenger customized commuter mini-vans – Dodge Caravan SXT or approved equivalent
- 8-passenger customized commuter vans on a "short wheelbase" chassis – Ford E150XLT Van or approved equivalent
- 9-passenger customized commuter vans on a "short wheelbase" chassis – Ford E150 XLT Van or approved equivalent
- 10-passenger customized commuter vans on a "short wheelbase" chassis – Ford E350 XLT Van or approved equivalent

REVISED 1/30/14

- 12-passenger customized commuter vans on an "extended wheelbase" chassis – Ford E350 Extended XLT Van or approved equivalent

All vehicles shall meet requirements of all applicable California Vehicle Codes, and standards applicable under FMVSS, SAE and RVIA (electrical).

Prices quoted shall be for monthly unit prices for each type of van and for fixed rate prices, not varying with daily round trip miles (unlimited mileage). The successful Bidder's Agreement with the City shall be a straight lease with tax exemptions. Therefore, Bidder's quotation shall not include tax, and tax shall not be added to the monthly invoices.

The City of Los Angeles supports the Americans with Disabilities Act (ADA) and will require Lessor, on an as-needed basis, to provide modifications and/or conversions to specified vans in order to provide reasonable accommodations to vanpool members requiring special access due to a disability. This may include ramps, motorized lifts, etc., as determined by the LAWA/City. Costs for such modifications and conversions will be covered by Lessor.

Lessor agrees that a contract with the City does not establish a contract with individual drivers or passengers and that no additional charges or claims for payment owed should be made to any LAWA/City driver or passenger for any reason.

Vans will be replaced at 100,000 miles at no additional cost. Replacement vans must have less than 50,000 miles on the odometer.

Lessor will be responsible for all licensing and registration matters and costs.

Lessor will provide snow chains for specific vans at the request of Lessee at no additional cost to LAWA/City.

Vendors are advised that the LAWA/City actively supports efforts to improve the quality of air in the region. Pursuant to that goal, Vendors are requested to describe the costs, relevant details about, and availability of, vans which are "Alternative (Clean) Fueled Vehicles" (AFV's). Vendors should note that the City reserves the right to award contracts for a "mixed fleet" (e.g., gasoline and clean-fuel powered), and reserves the right to award contracts to several Bidders.

The LAWA/City also recognizes that a large number of accidents resulting in vehicle damage are due to backing errors. Therefore, Vendors are also requested to describe the costs, relevant details about, and availability of optional backing warning systems and rear view cameras.

III. SERVICE

Leasing of vans shall include all maintenance (including parts, fluids, tires and labor) including preventive maintenance, to comply with requirements of AB 550, as outlined in the "Preventive Maintenance & Safety Checklist" (see Exhibit "A"); and repair or replacement of parts or assemblies due to wear, defect or damage.

The following service arrangements are required by LAWA/City:

- (A) Vans must have Preventive Maintenance serviced every 5,000 miles or 6-months (whichever occurs first), with a record of service kept in the vehicle at all times.
- (B) For each van, a paper copy of the service receipt/invoice listing all service performed during the service must be placed inside of the van at the time service is rendered and a copy sent to the LAWA/City vanpool coordinator within 14 days of service.
- (C) If sub-contractors are being utilized to provide these services, Vendor is responsible for maintaining oversight and quality control, and is liable for any subpar services provided. All sub-contractors must be listed in Bid.

- (D) The Vendor (or sub-contractor) shall be responsible for pick up and return of vans needing emergency repairs or warranty work. Such servicing and delivery shall be performed between the hours of 7:00AM and 3:30PM, Monday through Friday, unless otherwise mutually agreed to by LAWA/City and Vendor.
- (E) If Vendor fails to complete any repair work or servicing on the same day (and within the hours stated in above), Vendor shall provide (at no additional cost) a substitute van for use by the vanpool until such time as service is completed for the assigned van. Such substitute van shall be clean and in good operating condition, have a seating capacity equal to or greater than the van it is replacing, and meet all legal requirements for vanpool operation, including AB 560.
- (F) If an equivalent loaner vehicle is not delivered prior to 3:00 PM, or prior to the agreed shift-end time, a Liquidated Damages Fee of \$100.00 will be deducted from the monthly invoice for each separate instance. An additional \$100.00 will be deducted for each day that an equivalent loaner vehicle is not provided to the vanpool group.
- (G) If the van is disabled in a manner that cannot be repaired in the field, an equivalent loaner vehicle must be delivered to the breakdown site. If a van becomes inoperable (due to breakdown or accident) while en route to or from work, a substitute van shall be provided within 30 minutes of notification of Lessor to enable the passengers to complete their trip. Reasonable additional response time may be allotted due to circumstances beyond the Lessor's control (e.g., traffic conditions).
- (H) LAWA/City intends that Vendor will provide adequately placed response vehicles and/or service providers to ensure that emergency roadside assistance will be provided within 30-minutes of initial phone call to Vendor. 24-hour roadside assistance MUST be provided with response times of 60 minutes or less. A Liquidated Damages Fee of \$100.00 will be deducted from the monthly invoice for each separate instance that response times exceed the 60-minute maximum. Continued non-performance will be cause for cancellation of the contract.
- (I) The Vendor shall provide the LAWA/City with ONE "hotline" telephone number to be called for problems (such as breakdowns or accidents which cause leased vans to be inoperable; need for substitute vans, etc.). This number shall be operable (and replacement vans available) on a 24-hours-per-day basis. In addition, at least one Vendor representative shall be accessible at all times. Vendor shall be responsible for coordinating the necessary work and/or services. LAWA/City or its van drivers will not be responsible for separate calls to obtain towing services and substitute vans, or for determining whether a problem with a van is a manufacturer or converter responsibility.
- (J) Vendor MUST provide a live person (not a recording or an electronic menu), answering phone calls 24 hours a day. During business hours of 7:00 AM to 6:00 PM, Vendor's representative must be available to answer inquiries. During all other hours a live answering service may be utilized, provided that the emergency roadside assistance requirements above can be met, and the answering service has the capability of reaching Vendor's representative for emergency responses.
- (K) Lessor will provide each van with an annual van detail cleaning service (wax, polish, shampoo carpet and seats, etc.) at a date to be determined by LAWA/City.
- (L) Lease rates shall also include the following administrative support services: Assistance in filling seats through trip matching, when needed; assistance in starting new van pool groups, when needed; approval/denial of new drivers within 48-hours of submittal of driver application by LAWA/City and/or applicants; ongoing communication between Vendor and LAWA/City regarding vanpool vehicle, route, driver, and rider information shared by both parties; ongoing communication with drivers and riders through a newsletter or Web site; attendance at LAWA/City Rideshare Fairs or other employee events, as requested; additional marketing materials to be used in promoting vanpool participation

IV. INSURANCE

Prices quoted shall reflect the cost of primary automobile liability insurance provided by Lessor. A minimum of \$1 million liability insurance, Comp/Collision, and \$100,000.00 Uninsured Motorist

coverage is required for each van, with no deductible. LAWA and the City of Los Angeles shall be included as additional insureds. Lessor shall specify the types and amount of coverage. The City Attorney and LAWA/City shall be notified 30 days in advance of any cancellation, or material reduction in coverage or limits of the policy. Failure to provide stated insurance at no additional cost is cause for terminating contract. Lessor must provide each van with a copy of "evidence of insurance certificate" to be kept in the van.

All drivers must complete a Driver Application and Driver Agreement and be approved by Vendor for insurance purposes prior to driving the vehicle. Because this contract is between LAWA/City and Vendor, and there can be no legal transfer of liability for damage or payment, sections of the Driver Agreement relating to payment or liability will not be valid as they will be superseded by the contract.

Any claims for payment beyond the monthly lease rate stated in the contract must be submitted on a City Attorney Claim for Damages Form to be reviewed by the LAWA City Attorney and LAWA Risk Management for approval to pay. Charges approved by the City Attorney or LAWA Risk Management will be processed for payment.

If a citation (toll or parking violation) is received by the vendor on behalf of a LAWA Van pool, the citation shall be forwarded directly to the LAWA Rideshare Manager for payment by the employee. Charges for citations or payment of damages shall not be added to the monthly invoice or charged directly to LAWA employees.

V. DELIVERY AND QUANTITIES

Lessor will provide Lessee with the required vans within 30 working days (or a mutually agreed upon period) after receiving a Sub-purchase Order from Lessee. The vehicles shall be new, of the latest model year, and shall have an odometer reading not greater than 100 miles. The vehicles shall not have been used in any demonstration. Lessor will deliver vehicles to various LAWA/City locations designated by Lessee. All vans shall be delivered with a full tank of gas.

The quantities stated herein are only estimates. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted.

The Lessee reserves the right to return and terminate the lease of any delivered van that has a drop in passenger occupancy rate to 50% or less over a period of 90 consecutive days or more. The City will provide Lessor with a minimum of 30-day notice of termination of such van. Vans must be retrieved by Lessor within 7 days at the end of the 30-day notification. The City will not be charged any penalties or fees for terminating low occupancy van pools.

V. MONTHLY INVOICES AND REPORTS

Monthly invoices must be submitted on the first of each month for the previous month's leasing period. Monthly lease rates shall be prorated for partial months based on delivery date of the vehicle. Monthly invoices must include:

- (A) An overall summary page and detailed listing of each individual van with identification numbers (year, make, model, VIN, etc.), seating capacity, and monthly lease cost
- (B) LAWA/City assigned vanpool identification number (MXXXX, CS-XXX, or equivalent) for each van pool
- (C) A list of vans that participate in the Metro Vanpool Program and the amount of credit received
- (D) Credits for Liquidated Damages Fees that occurred during the invoice month
- (E) Vendor's correct current mailing address for payment

The lessor shall provide LAWA/City with monthly and quarterly reports, to include the following:

- (A) Monthly Repair Report that indicates vehicle information, description of service completed, date(s) of service, and whether a loaner van was provided
- (B) Monthly Driver Listing indicating all current approved drivers, coordinators, and Metro "participants" for each van
- (C) Quarterly Listing of all participants/members of each vanpool
- (D) All reports must use the LAWA/City assigned vanpool identification number (MXXXX, CS-XXX, or equivalent) and contract number

VI. BID CONTENTS

Bids shall include (in addition to other required information and forms):

- A. Cost Quotations for 7-12 Passenger Vans
- B. Description of Vendor and Proposed Subcontractors (including current and previous experience)
- C. List of five (5) References (with current contact information)
- D. Description of Proposed Emergency and Preventive Maintenance Arrangements
- E. Description of Features for All Vans (including make, model, year, additional features, etc.)
- F. Delivery Information
- G. Other Items (literature, etc., giving further details of Vendor's capabilities or products as they apply to this Bid)
- H. Completed documents requested in Administrative Requirements Section of RFB
- I. Any exceptions to Bid requirements must be stated in Bid response for consideration

VI. LEASE TERM

The term of this lease shall become effective upon the date of execution of this agreement by both parties. The lease for each van shall begin at time of vehicle delivery and terminate at the end of this contract.

VII. TERMINATION

Termination may be commenced by the LAWA/City whenever the selected Bidder shall default in its performance of this contract, and fails to cure such default (or fails to diligently commence to cure such default) within a period of 10 days after receipt from the City of a notice specifying the default. Any such termination shall be effected by delivery of the selected Bidder of a notice of termination specifying that termination is for default of the selected Bidder and the extent to which performance of work under contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the City, the selected Bidder shall stop work under the contract on the date and to the extent specified in the notice of termination. The selected Bidder shall be paid on the basis of work completed in accordance with the previously agreed upon payment schedules in effect prior to the effective date of termination.

All vans leased upon contract will terminate on contract end date, 60 months from the date the contract was awarded, regardless of date the vans were actually delivered. At the expiration of contract/lease, vans shall be returned to Lessor in "As-Is" condition. The City will not be charged for anything not included in contract. Vans will be returned with a minimum of 1/4 tank of gas.

**Los Angeles World Airports (LAWA) - Request for Bids (RFB)
Vanpool Leasing and Services – January 2014**

APPENDIX A – VEHICLE SPECIFICATIONS

- 1) **7-Passenger Vehicles**

Make & Model Chassis:	Dodge Caravan or Approved Equivalent
GVWR:	6600
Engine:	4.6L
CYL:	V8
Net HP:	225@4800 RPM
Net Torque:	286@3500 RPM
Transmission:	4 Speed Auto

- 2) **8 & 9-Passenger Vans**

Make & Model Chassis:	FORD E150 XLT Van on a "Short Wheelbase" Chassis or Approved Equivalent
GVWR:	6600
Engine:	4.6L
CYL:	V8
Net HP:	225@4800 RPM
Net Torque:	286@3500 RPM
Transmission:	Ford 4 Speed Auto

- 3) **10-Passenger Vans**

Make & Model Chassis:	FORD E350 XLT Van on a "Short Wheelbase" Chassis or Approved Equivalent
GVWR:	6600
Engine:	5.4L
CYL:	V8
Net HP:	255@4800 RPM
Net Torque:	286@3500 RPM
Transmission:	Ford 4 Speed Auto

- 4) **12-Passenger Vans**

Make & Model Chassis:	FORD E350-Ext XLT Van on an "Extended Wheelbase" Chassis or Approved Equivalent
GVWR:	6600
Engine:	4.6L
CYL:	V8
Net HP:	225@4800 RPM
Net Torque:	286@3500 RPM
Transmission:	Ford 4 Speed Auto

- 5) **ALL vehicles delivered for an initial order shall be new, of the last model year, delivered new, and not previously used, with fewer than 1,000 miles on the odometer. Vehicles shall be delivered in fully operational condition, with no mechanical problems. The vehicle's features shall be factory-installed, Original Equipment Manufactured (OEM), and approved by the vehicle's manufacturer. ALL vehicles will have a five-year lease with unlimited mileage, fully maintained, with full insurance,**

- 6) **The vehicles shall meet all of the applicable requirements of the Federal Motor Vehicles Safety Standards, Titles 8 and 17 of the California Code of Regulations, the California Vehicle Code, and the California Air Resources Board. All vehicles shall meet the State of California regulatory agency's emission standards. Each van shall be labeled with "Van Pool" signs/stickers in compliance with the California State Assembly Bill 550, and meet all standards applicable under FMVSS, SAE and RVIA (electrical).**

- 7) Vehicles shall be delivered with four (4) sets of keys and two (2) keyless entry remotes. Vendor is responsible for providing additional keys if requested.

EXTERIOR:

- 8) Exterior of vehicles should be white, and the sides should be free from Vendor's decals. Vendor agrees that LAWA/City may install its own program decals on both sides of the vehicle. If the Vendor wishes to display its own advertising on the rear of the vehicles, an advertising discount should be included in the price and documented as such. Exterior of 7-passenger vehicles should be white or of a light color (exc silver or tan) that allows the LAWA decals to remain visible as required by the Metro Vanpool Program.
- 9) The van roofs shall be less than 84 inches from the ground when the vehicles are empty and the tires are properly inflated. The wheelbase shall not exceed 140 inches.
- 10) Van shall be equipped with front and rear bumpers with bumper guards.
- 11) Headlights shall be halogen or LED, equipped with daytime running lights.
- 12) Each van shall have dual electric horns, dashboard gauges to monitor engine temperature and oil level, and an engine cover console with tray and closing storage. Each van shall be equipped with 2-speed windshield wipers with an intermittent mode.
- 13) Each van shall have an automatic transmission with overdrive, electronic ignition and EEC-V computer or equivalent. The engine cooling system and oil cooling systems of each van shall be the heaviest duty cooling systems available from the manufacturer.
- 14) The vans shall have 4 wheel anti-lock brakes, power steering, deluxe tilt steering wheel, cruise control, power windows, and power door locks on the driver and front passenger sides, and shall be equipped with Traction Assist- Advance Trac with RSC or equivalent.
- 15) Van shall be equipped with and a high center-mounted rear brake light.
- 16) The battery shall be a minimum of 650 cold cranking amps and 72 amps/hour, maintenance-free, and the alternator shall be heavy-duty, minimally rated 155 amp, 12-volt.
- 17) Each van shall have 5 steel-belted, radial tires, Goodyear, or Firestone, P225/75R15 or P235/75R15 XL (or equivalent), "extra load" rated 2,183 pounds at 41 pounds per square inch maximum pressure, with all season treads with one full-size, conventional spare tire, and a Tire Pressure Monitoring System. A full-sized spare tire of equivalent quality shall be provided with the vehicle.
- 18) Each van shall have Monroe Gas-Magnum Shocks or approved equivalent. Front and rear shock absorbers shall be rated heavy duty with front stabilizer bar. Each van's rear spring rating shall be not less than 3,620 pounds. Shocks should provide a softer ride instead of a firmer ride.

Each van shall be equipped with a minimum 25-gallon capacity fuel tank.

- 19) The Contractor shall provide vans with a full-length, extra-wide running board, with a nonslip surface securely mounted and interior step-well non-slip pads for rear passenger ingress and egress.

INTERIOR:

- 20) The interior colors shall be grey, tan or blue.

- 21) Van shall be equipped with an engine cover console, with pocket to house notebook and papers, a writing tray and two cup holders; AM/FM stereo with CD and MP3 audio input capability, electronic digital clock and 4-way speakers; and individual overhead passenger reading lights.
- 22) Factory or Converter interior to include full-length color-coordinated carpeting, ceiling, window garnish moldings at side windows and wall/door panels; Factory or Converter ceiling and covering of AC valances shall meet FMVSS 302 standards; plastic AC valances colored to match the ceiling may be used in lieu of fabric covering.

Factory-installed sun visors are to be color coordinated with the fabric of the ceiling;
- 23) Factory dome lights are to remain in the vans and are to be wired to go on when any side door is opened; except for the above-mentioned dome lights, all remaining overhead lights are to go off when the vehicle's ignition is turned off. All overhead lights are to be wired via an acceptable wiring harness, and all connectors are to be of the "spade" or "molded" variety. Butt connectors and/or Scotch locks are not acceptable.
- 24) All seats shall be cloth-covered, high-back, reclining "Captain" style (no bench seating, except on CNG vehicles where necessary). All seats shall have an inside armrest and shall be treated with a Teflon coating, such as Soli Shield or Inner Shield. The Contractor shall provide "in vehicle pull test" certification of seats and hardware in accordance with applicable FMVSS standards, a copy of the seat manufacturer's warranty, and an "Installer's Bill of Materials", detailing hardware and under-floor supports as tested. All seats are to have pockets on the back (for magazines, maps, newspapers). All seat coverings shall be of the same material and color as the factory-installed driver and front passenger seats. All fabrics must meet (as minimum standards) 50,000 rubs per Wyzenbeek Surface Abrasion test, 200 hours Lightfastness test (AA TCC-16A), and pass DOT FMVSS 302 standard. Written proof of the above tests (or equivalent), as well as details of the materials offered, are to be supplied with the Bid. Seat manufacturer model(s) shall be stated in Bid. Bidder shall provide a copy of seat manufacturer's warranty with Bid.
- 25) Three-point restraint system with shoulder and lap belts shall be certified and installed for driver, front passenger, and all other passengers, as required by applicable Federal Motor Vehicle Safety Standards (FMVSS) 207, 208, and 209 and the State of California regulations. These seat belts may be integrated into the seats as allowed by the regulations. Retractors shall be placed so as to give clearance for legs and feet of passengers sitting directly behind - retractor boxes mounted on seat backs are not acceptable.
- 26) Seating configuration must be as shown in Exhibit B. This will require that the passenger's side seat in the second row not be located in front of the side door, and therefore will require an integrated seat belt.
- 27) The driver's and passenger's front seats shall be equipped with an airbag.
- 28) Van shall be equipped with a minimum three (3) coat hooks that shall have a clearance of at least 1/2 inch from air conditioning ducts or other obstacles. The interior wall is to be reinforced where the coat hooks are installed for better retention of the mounting screws.
- 29) On full-sized vans, the side doors shall be dual, swing-out type. Each side of the entry doors shall have an entry assist grab handle ("pull") installed on the inside, located for ease of use, and shall be attached so as not to come loose during the life of the van while in commuter use.
- 30) Each full-sized van shall have the vented window package, with full vision, tinted windows behind the driver's seat or front seat, including a wide-angle, rear window lens. Each van shall have remote-power, rear-view mirrors (6" X 9" minimum) with convex bubbles on the driver and the passenger side

- 31) Each full-sized van shall be equipped with rear door exit capability from the interior, with release of hidden-cable type, lever, ring operated, or any other original manufacturer-installed release mechanism. The locations and instructions for these exits shall be conspicuously posted.
- 32) One fire extinguisher with integral bracket, mounted on the floor, shall be provided for each van. The fire extinguishers shall be fully charged, inspected, and maintained and shall carry the tag so stating. Each van shall contain an emergency reflector triangle kit (Grote# 71422, with three reflectors or equivalent) to meet requirements of AB 550. Each van shall be equipped with the tools required to jack up the van and change a tire and first aid kit equivalent to the vehicle's passenger capacity shall also be installed on each van.
- 33) Standard front and rear factory installed heating and air conditioning shall be installed on all vehicles. The AC system is to be of such quality that there shall be no interruption of cold airflow coming from the air outlets when the van is under hard acceleration.
- 34) All new wiring and all wiring that is exposed shall be installed in flexible non-metallic loom, with crimped connectors, all properly insulated. All wiring shall be of adequate size to carry designed electrical load without excessive voltage drop. All wiring passing through partitions or bulkheads shall have a rubber grommet at that point for chafe protection. All wiring shall be routed and secured to prevent damage from abrasion and heat. All wiring shall be color or number coded. Color or number coding shall be continuous throughout circuit, from beginning to end. All electrical circuits shall have circuit breaker and/or fuse protection devices.
- 35) Each vehicle shall be delivered with an owner's manual. All printed documents, including drawings and instruction books, if applicable, shall be in the English language. All units of measurement shall be in the foot pound second system.
- 36) Each vehicle shall be delivered with valid DMV Vehicle Registration card and stickers, valid evidence of insurance card, and valid license plates (not e-plates or government plates).
- 37) Optional Features which may or may not be added to contract at additional cost per van per month:
 - Backing Alarm
 - Backing Camera
 - GPS Tracking Device
 - Wi-Fi Service
 - In-Vehicle Vacuum System

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE _____ VSBE _____

Proposed Subcontractor Percentage _____ MBE _____ WBE _____ OBE _____ DVBE _____

	Name of Subcontractor	Type of Work Performed	SBE/VSBE/MBE/WBE/OBE/DBE/Group BE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Directions:
 Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

* Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/DBE)

TRANSMITTAL 2

EXHIBIT D

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101 (213) 473-5901

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the

Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT F

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be __%, including __% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is _____. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$_ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines BE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Consultant and subconsultants. Prior to contract award, the Harbor Department will verify the status of all LBEs.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE and LBPP requirements. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

vRide Inc.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 
Printed Name: Jon W. Martz

Title: Vice President, Government Relations
Date Signed: March 5, 2015

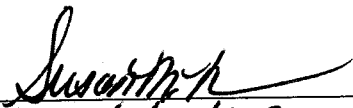
NOTARY:

On this 5th day of March 20 15, before me appeared Jon W. Martz to me personally known, who being duly sworn, did execute the Name

foregoing affidavit, and did state that he/she was properly authorized by:

vRide Inc. to execute the affidavit and did so as his or he free act and deed.
Name of Firm

SEAL

Notary Public: 
Commission Expires: 6/29/2020

SUSAN M MARDEN
Notary Public, State of Michigan
County of Oakland
My Commission Expires 06-29-2020
Acting In the County of _____

Consultant Description Form

PRIME CONSULTANT:

Contract Title: Vanpool Services
Business Name: vRide Inc. Award Total: \$ _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO X (Check only one)
Primary NAICS Code: 485111 Average Three Year Gross Revenue: \$ 75M
Address: 1220 Rankin Drive
City/State/Zip: Troy, Michigan 48083
Telephone: (248) 597-3500 FAX: (248) 597-3501
Contact Person/Title: Jon W. Martz, Vice President - Government Relations
Email Address: jon.martz@vride.com

➤ I certify that I have utilized the LABAVN to outreach to SBE/VSBE/MBE/WBE/DVBES of potential subcontracting opportunities associated with this RFP. X Yes (Please check)

SUBCONSULTANT:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONSULTANT:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

EXHIBIT G

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.