

ACCESS SERVICES INCORPORATED
LETTER OF INVITATION
REQUEST FOR QUOTATIONS (RFQ) NO. ASI-2798

Date: November 9, 2009
Attention: Proposers
Subject: Local Advocacy and Communications Consultant

Notice is given that Access Services Incorporated (ASI) will receive proposals for the above described services. You are invited to submit proposals for the performance of the services described above. The proposal process and terms and conditions will be in strict accordance with the attached RFQ Documents.

The purpose of this RFQ is to select a qualified consultant to provide local advocacy in Los Angeles County and communications services.. It is the intent of Access Services to award one contract for this purpose.

An original and two (2) copies, and one (1) electronic copy (contained within either a CDROM or diskette) in Microsoft Word or PDF format, of your proposal must be addressed and delivered to ASI's offices at the following address, which is the address to be used for all communications in connection with this RFQ:

RFQ NO - ASI-2798
Attention: Procurements and Contracts
Access Services Incorporated
707 Wilshire Blvd., 9th Floor
Los Angeles, California 90017

All proposals must be in writing, sealed, identified as “**ASI-2798, LOCAL ADVOCACY AND COMMUNICATIONS CONSULTANT**” and received and time stamped by the undersigned no later than 3:00 p.m. PDT on December 21, 2009. Proposals received later than the above date and time shall be rejected and returned to the Proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal documents by the date/time recorder at the ASI reception desk.

Proposals shall be valid for one hundred eighty (180) days after the final proposal due date.

ASI reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received. The selection, if made, will be made in accordance with the "Evaluation Criteria" section IV. of the RFQ.

All questions regarding this RFQ shall be submitted in writing to the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Selwyn', with a stylized flourish at the end.

Brian Selwyn
Manager, Procurement and Contracts

RFQ No. ASI-2798
LOCAL ADVOCACY AND COMMUNICATIONS
CONSULTANT

November 9, 2009

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I. Purpose

Access Services is looking for a lobbying firm to help implement the Agency's Local Advocacy Program in Los Angeles County and also serve as a communications consultant for the Agency (detailed under Part VII SCOPE OF WORK). Access currently has a contract with Cerrell and Associates of Los Angeles, CA.

II. Schedule

Issue RFQ:	November 9, 2009
Proposals Due:	December 21, 2009 – 3:00 pm PST
Contract Award:	February 22, 2010
Services Begin	May 1, 2010

III. Background

- A. Access Services Incorporated (ASI) is the ADA paratransit transportation service provider for Los Angeles County with a client base of approximately 85,000. Access Services serves the citizens of Los Angeles County by providing ADA compliant accessible transportation services.
- B. Additionally Access Services is the county's Consolidated Transportation Services Agency (CTSA) mandated by State law to implement programs that achieve improved coordinated transportation services to those with special needs mandates CTSA's. Its programs include, but are not limited to: Technical Transportation Training and Scholarship programs offering specialized workshops, conferences, seminars, academic programs, and financial aid.

IV. Evaluation Criteria

- A. ASI may choose to award all or only certain parts of the scope of work. ASI will evaluate proposals in accordance with the following criteria:
 - 1. Ability to meet ASI's current and future local advocacy needs based on the attached Scope of Work;
 - 2. Experience in providing advocacy consulting services in Los Angeles County with specific emphasis on the City of Los Angeles and the Los Angeles County Metropolitan Transportation Authority (METRO);
 - 3. Other essential qualifications include:
 - a. Consultant must have experience in representing and advocating for organizations that provide public services that improve the quality of life for specific constituencies.
 - b. Successful track record in local level lobbying;

- c. Familiarity with transportation for persons with disabilities and Americans with Disabilities Act;
- d. Familiarity with local, state and federal transportation funding procedures and issues.
- 4. Experience in communications and media relations;
- 5. Price proposal;
- 6. Overall quality of the proposal;
- 7. Interviews may be conducted in person or over the telephone, based upon mutual convenience.

Note: If the proposer represents or has represented any current or potential contractors for Access Services, they should disclose this potential conflict of interest and also explain how these conflicts would be mitigated in the performance of this contract.

V. Proposal Requirements/Instructions

- A. The proposer shall be solely responsible for examining the RFQ documents, including any addenda issued during the proposal period. Failure of the proposer to so examine and inform it shall be at its sole risk and relief for error or omission will be given only at ASI's sole determination.
- B. Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined significant enough to cause its rejection.
- C. Oral, telegraphic or telephonic proposals or modifications will not be considered.
- D. To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposers are encouraged to include additional relevant information.
- E. ASI Rights
 - 1. ASI may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the Services described in this RFQ. ASI reserves the right to:
 - a. Reject any or all of the Proposals
 - b. Issue subsequent Requests for Proposals
 - c. Cancel the entire Request for Proposal

- d. Remedy technical errors in the Request for Proposal process
 - e. Appoint evaluation committees to review proposals
 - f. Seek the assistance of outside technical experts in proposal evaluation
 - g. Approve or disapprove the use of particular subcontractors
 - h. Establish a short list of Proposers eligible for interview after review of written proposals
 - i. Negotiate with any, all, or none of the Proposers
 - j. Solicit best and final offers from all or some of the Proposers
 - k. Award a contract to one or more Proposers
 - l. Accept other than the lowest price offer
 - m. Waive informalities and irregularities in proposals
 - n. Award contract(s) for all or part of the Scope of Work identified in Section VII herein. ASI reserves the right to reject any proposal at any time if the evidence submitted or investigations of such bidder fails to satisfy ASI that such bidder is properly qualified to carry out the obligations of the contract.
- F. Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure. However, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- G. ASI will not be responsible for any expenses incurred by a potential bidder in preparing and/or submitting a proposal.
- H. One (1) unbound and two (2) bound copies of the proposal must be received by Access Services no later than 3:00 p.m. PST December 21, 2009
- 1. Proposals must be sealed and marked, “RFQ ASI-2798.”
 - 2. Proposals must be delivered to the following address by the above stated due date.

Access Services Incorporated
 707 Wilshire Blvd, 9th Floor
 Los Angeles, CA 90017
 Attention: Brian Selwyn

Manager, Procurement and Contracts

I. Filing of Protests

1. Protests or appeals of ASI decisions regarding solicitation specifications, addenda, dates or any other issue relative to this procurement shall be filed in writing no later than five (5) working days prior to the scheduled proposal due date. ASI shall have no obligation to consider pre-award protests or appeals received later than five working days prior to the scheduled proposal due date.
2. Protests of a contract award related to this solicitation shall be filed in writing no later than five (5) working days following the announcement of the intent to award a contract. ASI shall have no obligation to consider protests received later than five working days following the announcement of the intent to award a contract.
3. All protests shall be filed in writing to the Director of Information Technology and Administration, Access Services Incorporated, 707 Wilshire Blvd, 9th Floor, Los Angeles, CA 90017. The Director of Information Technology and Administration shall make a determination on the protest normally within ten working days from receipt of protest. Any decision rendered by the Director of Information Technology and Administration may be appealed to the Executive Director of ASI. The Executive Director has the authority to make a final determination and the Executive Director's decision shall constitute ASI's final administrative remedy.
4. The date of submission shall be the date of receipt of protests or appeals by ASI. Protests or appeals shall be addressed and delivered to the Director of Information Technology and Administration, ASI, 707 Wilshire Blvd, 9th Floor, Los Angeles, CA 90017. No other location is acceptable.
5. The offeror may withdraw its protest or appeal at any time before ASI issues a final decision.
6. Should ASI postpone the date of proposal submittal owing to an appeal, ASI shall notify via addendum all parties who are on record as having obtained a copy of the solicitation documents that an appeal had been filed, and the date of proposal submittal shall be postponed until ASI has issued its final decision.
7. A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The proposer is responsible for adhering to ASI's protest procedures.

VI. Proposal Contents

- A. In order for a proposal to be responsive to this RFQ, the following information must be included:
1. Letter of Transmittal
 - a. The letter of transmittal should include:
 - 1) A brief statement of the proposer's understanding of the project.
 - 2) The names, titles, address, E-mail addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
 - 3) A statement that the person signing the transmittal letter is authorized to legally bind the Proposer; that the proposal and the pricing contained therein shall remain firm for a period of one hundred-eighty days (180) after receipt of the offer and that the proposal will comply with the requirements and arrangements in his RFQ.
 2. Title Page
 - a. The title page should include the RFQ subject and RFQ number, the name and address of the proposer and the date of the proposal.
 3. Company Information
 - a. Office location
 - b. Years in business
 - c. Experience related to this project
 - d. References
 - 1) A minimum of 3 references of prior and current clients as it relates to the Scope of Work
 - 2) References should not be in employment of the proposer.
 - 3) References shall include a brief description of the services provided contact name, address, phone number and E-mail address.
 4. Project Team
 - a. Identity of Project Manager

- b. Identity of all team members who will work on this project
 - c. Resumes for all team members
 - d. Number of hours and tasks allocated to each
5. Work Plan
- a. The proposal shall include a work plan for each area described in Section VII, "Scope of Work". Each work plan shall describe the approach the proposer would utilize to complete the work, demonstrate the proposer's understanding of the Scope of Work and it should refine and/or expand the Scope of Work to reflect how the proposer would complete the project.
6. Financial Information
- a. Credit Reference
 - 1) Proposers shall provide complete credit information including bank references at the time of submission of their proposal.
 - a) The Confidential Credit Reference Inquiry Form (Appendix B) must be filled out completely for each type of reference, including the account number. A MINIMUM OF THREE (3) REFERENCES must be supplied.
 - b) All forms must be signed.
 - b. Bank Inquiry
 - 1) The proposer must fill out the top and sign the bottom of the Bank Inquiry Form, for each bank account held by the firm.
 - 2) The bank inquiry form, (Appendix A) must be completed and submitted to the proposer's bank prior to bid submission of the proposal to ASI. The bank(s) should be instructed to return the form to Access Services as soon as possible.
 - 3) A copy of the completed form should be included in the proposal.
 - 4) No substituted forms will be accepted.
 - c. Financial Statements
 - 1) The proposer must submit a certified or reviewed financial statement balance sheet, profit and loss statement, statement of cash flow prepared by an independent accounting firm for

the proposer's last fiscal year and the most recently internally prepared interim financial statement. The most recent tax return may be substituted for the previous fiscal year financial statement.

- 2) Please write the word "confidential" on all financial documents submitted to ASI. The information requested is for the purpose of establishing the financial qualifications of the proposer. If marked as confidential, the information shall be kept in the strictest confidence and will not be used for any other purpose. The proposer may be required to submit additional information and/or documents."
- 3) Failure to supply the required forms and information may result in the proposal being determined as non-responsive.

7. Cost Proposal

- a. The cost proposal must be submitted by completing the "Pricing Worksheet" worksheet included in Appendix C.
- b. Fill in the name of the proposing firm at the top. The form must be signed at the bottom by a person authorized to commit the proposing firm to the pricing.

8. Form of Contract

- a. Appendix D contains the Form of Contract that will be utilized by Access Services. Bidders are to include specific references to modify the Form of Contract if applicable.

- B. One (1) original and two (2) copies of the proposal must be received by Access Services no later than **3:00 p.m. PST December 21, 2009.**

Access Services Incorporated
707 Wilshire Blvd, 9th Floor
Los Angeles, CA 90017
Attention: Brian Selwyn
Manager, Procurement and Contracts

1. Proposals will be time-stamped as received.
2. This Request for Quotations is not a commitment to make a selection.

VII. Scope of Work

Access Services invites proposals from experienced and qualified consultants who can make a commitment to meeting the following program objectives.

Objectives

Access Services, the Consolidated Transportation Services Agency for Los Angeles County, which is responsible for delivery of ADA Paratransit services throughout the County, is seeking the services of a local advocacy firm to assist the agency in a variety of government affairs and communications tasks.

On-going work program

Working with the Director of Governmental Services, the successful proposer will assist with the following tasks:

Local Government Affairs

- Ensure that the Mayor of Los Angeles and the Los Angeles City Council, specifically the members of the Los Angeles City Council Transportation Committee, are informed of Access Services' record of providing efficient, quality service to people with disabilities in Los Angeles and the various challenges that the agency faces in providing this service. Assist the agency in making appointments with elected officials and their staff to discuss issues related to Access Services;
- Assist the agency in a similar fashion with the members of the Los Angeles County Metropolitan Transportation Authority (METRO) Board of Directors;
- Assist the agency in a similar fashion with other local elected officials in Los Angeles County;
- Monitor and analyze any initiatives relating to Access Services proposed by local governments and, if necessary, communicate Access Services' perspective to the appropriate elected officials;
- Assist with any issues related to large public or private entities (e.g. LAX and LA Live);
- Other projects as assigned.

Communications and Media Relations:

- Provide on demand and immediate communications and media relations advice as necessary;
-
- Update and revise the agency's communications plan as necessary;

- The firm should provide annual media relations training sessions for Access Services management and contractor management. The training would help ensure that executive staff members are familiar with the concepts in the agency's communications plan.
- The local advocacy firm should also be available to review other Access Services informational materials as needed.
- Other projects as assigned.

VIII. Pricing

The price may be quoted as a flat monthly professional services fee, including reimbursement for routine administrative overheads and travel. Any other possible expenses should be listed in addition to the monthly retainer as a percentage of the monthly retainer amount. The flat fee allows the agency to budget for this additional expense and be assured that there will be no adjustments necessary to the budgeted amount. The agreed upon flat fee would not change in months when the workload is unusually light or heavy. (See Appendix C.)

Appendix A – Bank Inquiry Form

Bank Inquiry Form

TO: _____

(BANK NAME/ATTENTION OF:)

RE: _____
(ACCOUNT NAME)

(ACCOUNT NUMBER)

Dear Sir/Madam:

Please let this letter serve as your authorization to release information regarding our bank accounts. My authorizing signature and date appear below. Upon completion, please fax to (213) 270-6051 and return original to Access Services Incorporated at the address below to the attention of Manager of Finance.

<u>Operating Account</u>	<u>Line of Credit</u>
Date Opened: _____	Date Opened: _____
Average Balance: _____	Average Balance: _____
Rating: _____	Rating: _____
Miscellaneous: _____	Miscellaneous: _____
_____ <i>(Bank Representative Signature)</i>	_____ <i>(Title)</i> <i>(Date)</i>

Sincerely,

_____ <i>(Signature of Proposer)</i> <i>(Title)</i>	_____ <i>(Date)</i>
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Appendix B – Credit Reference Inquiry Form

CONFIDENTIAL CREDIT REFERENCE
INQUIRY

Date

General Reference:

Company Name (_____) _____
Phone Number

Street Address City

State Zip # of Years at This Location

Name of Parent Company if Subsidiary

(Circle One) Corporation Partnership Sole Proprietor _____
Date Established/Incorp. State

Type of Business Annual Sales Volume (\$\$\$)

Federal Identification Number Resale Tax License Number State

Name of Officer Title

Name of Officer Title

Name of Officer Title

Bank Reference:

Name of Bank (_____) _____
Phone Number

Street Address City

State Zip

Bank Account Number Credit Line (Circle One) Yes No

Bank Officer/Contact Credit Line Account Number

**CONFIDENTIAL CREDIT REFERENCE
INQUIRY (continued)**

Previous Bank If Current Bank is less than Five Years:

Name of Bank

Phone Number

Street Address

City

State

Zip

Bank Account Number

Credit Line (Circle One) Yes No

Bank Officer/Contact
Number

Credit Line Account

Credit Reference:

Company Name

()
Phone Number

Street Address

City

State

Zip

Contact Name

Company Name

()
Phone Number

Street Address

City

State

Zip

Contact Name

Company Name

()
Phone Number

Street Address

City

State

Zip

Contact Name

Signature of Officer

Date

Title

Appendix C – Pricing Worksheet

Pricing*

Vendors are to fill out the table below as appropriate.

- Fixed Monthly Retainer (_____)
- Additional Expenses (please express in terms of cost as well as % of monthly fee)

* The price may be quoted as a flat monthly professional services fee, including reimbursement for routine administrative overheads and travel. Any other possible expenses should be listed in addition to the monthly retainer as a percentage of the monthly retainer amount. The flat fee allows the agency to budget for this additional expense and be assured that there will be no adjustments necessary to the budgeted amount. The agreed upon flat fee would not change in months when the workload is unusually light or heavy.

This proposal shall remain valid for 180 days from the date of submission.

Signed

Title

Appendix D – Form of Contract

CONTRACT AGREEMENT

between

(hereinafter "Contractor")

Contract No. ASI-XXXX

and

Contract Amount: Not To Exceed
\$XXX

Access Services Incorporated
707 Wilshire Blvd, 9th Floor
Los Angeles, California 90017
(hereinafter "Access Services")

Term: XXXX, 200X through
XXXX, 200X

for

LOCAL ADVOCACY AND COMMUNICATIONS CONSULTANT SERVICES

ACCESS SERVICES INCORPORATED

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This Contract Agreement ("Contract"), dated this ____ day of _____, 200_, is by and between Access Services Incorporated, with offices in Los Angeles, California or its successor entity (hereinafter referred to as "Access Services"), and _____, a corporation organized and existing under the laws of the State of _____, and having a principal place of business at _____ (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Access Services is a state mandated local agency under Section 15975 *et seq.* of the California Government Code and is organized as a California public benefit corporation. Access Services is the Consolidated Transportation Services Agency for Los Angeles County and is responsible for delivery of ADA Paratransit services in Los Angeles County pursuant to the Los Angeles County Coordinated Paratransit Plan on behalf of its public entity fixed route operator members. Accordingly, the parties agree that Access Services is a public corporation within the meaning of California Government Code §811.2 and entitled to the immunities provided under California Government Code §§815.6, 818 and 818.8.

WHEREAS, Access Services requires the services of a contractor to provide professional advocacy services as described in the Scope of Work (as hereinafter defined);

WHEREAS, Access Services has determined that Contractor is best qualified to perform the required services; and

WHEREAS, Contractor is able and willing to perform the required services under the terms and conditions of this Contract;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1) SCOPE OF WORK

Contractor shall perform contract services and related tasks as more particularly described in the "Scope of Work", which is comprised of RFP No. ASI-XXXX, issued on _____, [Addendum No. _____, issued on _____,] Contractor's proposal regarding RFP No. ASI-XXXX [and Addendum No. _____], submitted by Contractor on _____, [and Contractor's Best and Final Offer, submitted on _____], respectively (hereinafter described as the "Services"), copies of which are attached hereto as Exhibit A, incorporated herein by this reference and made an integral part hereof.

2) PERIOD OF PERFORMANCE

- A. The period of performance under the Contract shall be for five (5) years, commencing on _____ and concluding on _____; provided, however, that Access Services shall have the option, exercisable in its sole and absolute discretion, to extend the term of the Contract for an additional five (5) years in one (1) year extension increments on the terms bid by Contractor. The option shall be exercised by delivering to Contractor a writing signed by Access Services stating that Access Services is exercising its option to extend the term of the Contract by one (1) year. The writing shall be delivered to Contractor by facsimile or regular mail no later than ninety (90) days prior to the expiration of the then term of the Contract. The exercise of an option to extend the term of the Contract for a one (1) year period shall not obligate, or be deemed to obligate, Access Services to exercise a subsequent option to extend the term of the Contract.
- B. Contractor shall not be considered in default in the performance of its obligations with respect to schedule for completion of tasks affected to the extent that the performance of any such obligation is prevented or delayed by an excusable delay. Should Contractor's Services be delayed by an excusable cause, Contractor's schedule for completion of tasks affected by such delay may be extended. Excusable delays may include, but are not limited to, Acts of God or acts or failures to act of government agencies including Access Services in either their sovereign or contractual capacities; fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, civil disturbances; provided, however, that in every case the failure to perform must be reasonably beyond the control, and without the fault or negligence of, Contractor. No action or failure to act that is expressly contemplated by this Contract shall be deemed an excuse for Contractor's non-performance.
- C. Within thirty (30) days after the last day of delay, Contractor shall furnish Access Services with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract references, and the measures taken to prevent or minimize the delay. Failure to timely submit such information shall be sufficient cause for denying the delay claim.

3) PERMITS

Contractor shall be fully responsible for identifying and obtaining, at its own expense, all licenses and permits required for the timely performance of the Services and hereby represents that it has all such licenses and permits and has made all necessary governmental filings as necessary to perform the Services.

4) CHANGES IN SCOPE OF WORK

- A. Access Services may, from time to time, make changes in the Services required under this Contract through a written amendment. A written amendment shall not modify the overall purpose of this Contract.
- B. At any time during the term of this Contract, Access Services may order additional services by a written amendment to be performed by Contractor.

“Additional services” are defined as services that were not contained in this Contract; are determined by Access Services to be necessary; and bear a reasonable relation to the services originally described in this Contract.

- C. If any change under this Section causes an increase or decrease in Contractor's cost of, or the time required for the performance of any part of the Services, an equitable adjustment in the compensation and schedule shall be incorporated into this Contract by written amendment executed by both parties. Contractor shall not be entitled to make any changes in the Services or perform any additional services unless authorized in advance by written amendment executed by both parties. Upon receipt of an amendment executed by Access Services, Contractor shall continue performance of the Services as modified by the amendment.
- D. Except as otherwise expressly provided in this Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations ("FAR") in effect on the date of this Contract.

5) UNAUTHORIZED WORK

Any services not required by the terms of this Contract that are performed without prior written authority from Access Services, will be considered as unauthorized and at the sole expense of Contractor. Services so performed will not be compensated, and no extension in the period of performance shall be granted on account thereof.

6) NO WAIVER

None of the provisions of this Contract shall be considered waived by Access Services unless such waiver is in writing, designated therein as constituting a waiver and signed by the authorized representative of Access Services. No such waiver shall be construed as a modification of any of the provisions of this Contract or as a waiver of any past or future default or breach hereof, except as otherwise expressly stated in such waiver.

7) INSPECTION OF SERVICES, ACCEPTANCE

- A. Access Services reserves the right, in its sole and absolute discretion, to inspect and review all and every part of the Services at any time during the performance and after completion thereof.
- B. If the Services or any part thereof have not been performed in accordance with this Contract, Contractor will be notified in writing that such Services are rejected. Thereupon, Contractor shall take the necessary corrective action. Access Services shall not be obligated to make any inspections, however, and neither the inspection or review of the Services, nor the lack thereof, shall relieve Contractor of its responsibility for performing and providing the Services in accordance with the terms of this Contract.

- C. Access Services shall not be deemed to have accepted Contractor's performance of the Services unless Access Services or its designated representative has given written notice of final acceptance of the Services to Contractor. No payment in whole or in part shall be construed to be an acceptance of the Services.

8) PAYMENT OF CONTRACTOR

- A. Access Services shall pay Contractor the Firm Fixed Prices and Rates identified below for the performance of the Services provided herein. Access Services shall pay all properly documented and executed invoices submitted by Contractor Net 30 days upon receipt. In no event shall Contractor exceed the authorized "not-to-exceed" amount of the Contract without the express written consent of Access Services.

Pricing and Rate:

Fixed Monthly Fee: \$XXXX

Not to Exceed: \$XXXX

- B. Contractor shall submit all invoices to:

Access Services Incorporated

P.O. Box 71684

Los Angeles, California 90071-0684.

Attn. Finance

- C. Any provision in this Contract to the contrary notwithstanding, Access Services may deduct, offset and/or reserve against any amounts due to Contractor hereunder, whether due during the term of the Contract or upon termination of the Contract, whether such termination is on or earlier than the scheduled termination date, all amounts due from Contractor to Access Services under this Contract, including, without limitation, all amounts due as a result of penalties, fines, deductions or other charges or fees. Where the exact amount of the deduction, offset or reserve cannot be determined at the time it is made, Access Services may make a good faith estimate of the amount and deduct, offset or reserve the amount so estimated, subject to later adjustment when the exact amount is determined.

9) PAYMENT OF SUBCONTRACTORS

- A. Access Services has, by a contract clause pursuant to 49 CFR 26.29; "Prompt Payment Mechanisms for Recipients", adopted a prompt payment provision on all DOT-assisted contracts, to facilitate timely payment to all subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires Contractor to issue payment to all subcontractors for satisfactory work performed, no later than ten (10) days from Contractor's receipt of payment from Access Services. A provision shall also apply to the disbursement of retention proceeds withheld by Contractor,

requiring the prompt return of retention payments from Contractor to the subcontractor within a specific period, not-to-exceed the period set forth to Contractor by Access Services, after the subcontractor's work is satisfactorily completed. Contractor shall incorporate these prompt payment provisions in all subcontract agreements issued by Contractor with respect to this Contract.

- B. Failure to comply with this provision or delay in payment without prior written approval from Access Services shall constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to, a penalty of one percent (1%) of the amount due per month for every month that payment is not made.
- C. With each invoice, Contractor shall deliver to Access Services a certificate executed by Contractor stating that all Subcontractors who have performed any services prior to the date of the certificate have been paid all amounts due them pursuant to the terms of their Subcontract Agreement. Contractor shall maintain proof of payments to each Subcontractor at its offices, consisting of canceled checks, evidence of electronic transfers, or other documentation, which shall be subject to examination and review by Access Services at any time during the term of this Contract and for one (1) year thereafter. The failure of Contractor to provide the foregoing certificates, of the improper certification of any payments made to Subcontractors, may result in Access Services withholding the amount in dispute until said dispute is resolved, or in exercising any other rights Access Services may have under this Contract.
- D. Contractor shall not enter into any subcontract to perform any of the obligations of Contractor under this Contract without the prior express written agreement of Access Services, which consent may be refused or withheld in the sole and absolute discretion of Access Services.
- E. Contractor shall not be relieved or excused from the performance of each and every of its obligations under the Contract by virtue of any act or omission of any authorized subcontractor.

10) PAYMENT OF TAXES

Contractor shall pay all taxes and duties applicable to and assessable against any work, equipment, materials, services, processes, and operations incidental to or involved in this Contract, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The prices established in this Contract shall include compensation for any taxes Contractor is required to pay by laws and regulations in effect on the date the Proposal was submitted or enacted thereafter. Contractor will maintain auditable records subject to Access Services' reviews, confirming that tax payments are current at all times.

11) AUDITS

Contractor shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with the FAR Sections 31 *et seq.* and generally accepted accounting practices. Such records and accounts shall permit Contractor to furnish Access Services, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by Access Services. All revenues received and expenses incurred in the performance of this Contract shall be recorded in an account separate from those used for other business activities of Contractor or related business entities and any expenses common to activities both under and outside the Contract shall be accurately allocated upon a basis compliant with FAR Sections 31, *et seq.* and generally accepted accounting principles consistently applied. Such records and books of account shall be kept separate from the books and records of Contractor or its related entities relating to other than this Contract. Upon reasonable advance written notice, Access Services or its representatives shall have the right to examine, any books, records, accounts, and other documents of Contractor directly pertaining to costs when such costs are the basis of a claim or of reimbursement to Contractor hereunder. Access Services will make commercially reasonable efforts to assure that any such representative is not a competitor of Contractor to which the disclosure of such cost information would have a material detrimental effect on Contractor's business. Contractor shall keep and maintain all such books, records, accounts, and other documents for a period of at least three (3) years from and after completion of the Services.

12) DISPUTES

In the event of a disagreement or dispute arising between the parties under this Contract, Access Services shall, upon its own initiative or promptly upon the written request of Contractor, make a determination thereof and such determination shall be complied with. Pending final resolution of any dispute hereunder, Contractor shall continue diligently to perform the services under this Contract and in accordance with Access Services' decision or position concerning the disputed matter.

13) TERMINATION

A. Access Services may, by written notice to Contractor, terminate this Contract in whole or in part at any time, either for Access Services' convenience or because of the failure of Contractor to fulfill its Contract obligations. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise: (a) immediately discontinue all Services affected, and (b) deliver to Access Services all data, documents and information which are the property of Access Services, summaries and such other information and material as may have been prepared or developed by Contractor or its subcontractors in performing this Contract, whether completed or in process. Termination of this Contract shall be as of the date set forth in the notice. If Contractor fails to comply with its contractual obligations in a technical or other manner that does not involve or materially interfere with Contractor's delivery of the Services

under it in accordance with the performance standards imposed by this Contract, that presents no imminent and significant safety or other risk to the riders, and that does not render or have the potential to render Access Services unable to comply with the provisions of the Americans with Disabilities Act, Access Services shall notify Contractor in writing of said failure and provide thirty (30) days for Contractor to rectify the failure if the failure can be rectified. If Contractor does not rectify the failure by the conclusion of the thirty (30) day period, Access Services reserves the right to terminate the Contract for Contractor's failure to fulfill its Contract obligations.]

- B. If the termination is for the convenience of Access Services, Contractor shall submit a final invoice within sixty (60) days of termination and, upon approval by Access Services, Access Services shall pay Contractor that dollar amount necessary, if any, such that Access Services will have remitted to Contractor during the term hereof a percentage of the total Contract price equal to the percentage of the Services completed prior to the effective date of termination, less authorized deductions, offsets and reserves, and other costs reasonably incurred by Contractor to implement the termination.
- C. If the termination is due to the failure of Contractor to fulfill its contractual obligations, Access Services may take over the Services, in whole or in part, and complete the services by contract or otherwise. In such case, Contractor shall be liable to Access Services for any reasonable expenses or damages resulting to Access Services thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from failure of Contractor to fulfill its obligations, will be charged to Contractor and will be deducted, offset or reserved by Access Services out of such payments as may be due or may at any time thereafter become due from Access Services to Contractor. If such costs and expenses are in excess of the sum that otherwise would have been payable to Contractor, then Contractor shall promptly pay the amount of such excess to Access Services upon notice of the excess so due.
- D. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Access Services. In such event, adjustment shall be made as provided in paragraph B of this Article and such adjustment shall be Contractor's sole and exclusive remedy.
- E. Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination of this Contract, whether made under this Article or otherwise. Payment to Contractor in accordance with this Article shall constitute Contractor's exclusive remedy for any termination made under this Article or otherwise. The rights and remedies of Access Services provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
- F. If the termination is partial, either Access Services or Contractor may provide the other with a written proposal for an equitable adjustment of the price(s) of the continuing portion of the Contract. Any such proposal for an equitable adjustment under this clause shall be requested within ninety (90) days from

the effective date of termination unless extended in writing by mutual agreement of the parties.

G. All cost adjustments and claims affecting termination shall be calculated in accordance with the applicable cost principles of Subpart 31.2 of the FAR in effect on the date of this Contract or as amended, revised or modified thereafter.

14) INSURANCE

Prior to commencement of the Services, Contractor shall deposit with Access Services’ purchasing representative certificates evidencing adequate insurance protection. Access Services shall be named as an additional insured and the certificates shall provide for thirty (30) days’ prior written notice to Access Services of any change in or cancellation of insurance coverage. All insurance is to be placed with an insurer admitted to write insurance in California with a rating of A- or better and with a financial size category of VIII or better as determined by A.M. Best Company, or a non-admitted insurance carrier, authorized in writing by Access Services, with a rating of A- or better and with a financial size category of VIII or better as determined by A.M. Best Company. Due to fluctuating insurance market conditions, Access Services will upon request and a proper showing, consider the use of any admitted B+ rated carrier with a financial size category of VIII or better on a case by case basis. The request must be in writing supplying documentation substantiating that there are no A- or better rated carriers available to Contractor or any “cut through endorsement” available from A- rated reinsurer. Also, declination documentation must be provided from two or more A– rated carriers on their company letterhead before a B+ rated carrier will be considered. All cut through endorsements must be approved in writing by Access Services. All certificates and/or endorsements must conform to the contractual obligations as stated in the Contract or as agreed to in writing by Access Services. Receipt by Access Services of any certificates of insurance and/or endorsement does not constitute acceptance if it does not meet the contractual obligations defined in the Contract or agreed to in writing by Access Services. In addition, certified copies of all insurance policies shall be provided to Access Services within ten (10) days of Access Services’ written request for those copies. The required insurance, or approved alternative, shall be as follows.

Workers’ Compensation	\$1,000,000.00 (Statutory)
General Liability	\$1,000,000.00
Employment Practices Liability (Incl. coverage for 3 rd party and independent contractors)	\$1,000,000.00
Professional Liability	\$500,000.00

15.0 INDEMNIFICATION

- A. Contractor shall indemnify, defend (with counsel mutually agreed upon by Contractor and Access Services) and hold harmless Access Services, its subsidiaries and its directors, officers, agents and employees from and against any and all liability and expenses including reasonable defense costs and legal fees and claims for damages arising out of or in any way related to the performance or lack of performance of the Services described herein or caused by any negligent or intentional act or omission of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable including, without limitation, any loss, cost, expense (including reasonable attorneys' fees) or liability on account of (1) bodily injury, death, injury of any person or economic interest, (2) for damage to or loss of use of property (including property of Access Services), and (3) damages, fines, penalties or exactments caused primarily by Access Services' reliance upon or use of incorrect data or other information provided or delivered by Contractor pursuant to this Contract (collectively "Indemnified Acts"). This indemnification shall survive termination of this Contract or final payment hereunder.
- B. This indemnification is in addition to any other rights or remedies which Access Services may have under the law or under this Contract. Upon the occurrence of any Indemnified Act, Contractor shall promptly notify Access Services of the extent and nature thereof. In the event a claim for an Indemnified Act is reasonably determined by Access Services to substantially exceed the amount of any applicable insurance carried by Contractor, Access Services may, in its sole and absolute discretion: (1) determine legal counsel to handle the claim, (2) appoint legal counsel at Contractor's expense to act as co-counsel in the matter, and/or (3) reserve, retain, or apply any moneys due to Contractor under this Contract for the purpose of resolving such claims; provided, however, that Access Services may release such funds if Contractor provides Access Services with reasonable assurance of protection of Access Services' interest. Access Services shall, in its sole and absolute discretion, determine whether such assurance is reasonable.

16.0 NOTIFICATION

All notices hereunder and communications regarding termination, interpretation of the terms of this Contract, or changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To Access Services:

Access Services Incorporated
707 Wilshire Blvd., 9th Floor
Los Angeles, CA 90017

Attn: Office of Procurement and Contracts
Contract No. ASI-XXXX

To Contractor:

17.0 TECHNICAL REPRESENTATIVE

Mr./Ms. _____ shall be Access Services' technical representative for all technical aspects related to the performance of this Contract. Contractor shall make such oral or written reports to Access Services' technical representative with an information copy to Access Services' Procurements and Contracts Department as may be requested by Access Services or as specifically required by this Contract.

18.0 RIGHTS IN TECHNICAL DATA

- A. All documents and materials prepared or developed by Contractor and its subcontractor pursuant to this Contract shall become the property of Access Services without restriction or limitation on their use and shall be made available upon request, to Access Services at anytime. Original copies of such shall be delivered to Access Services upon completion or termination of the Services. Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication or dissemination of this material is subject to the prior written approval of Access Services.
- B. No material or technical data prepared by Contractor under this Contract is to be released by Contractor to any other person or agency except as necessary for the performance of the Services. All press releases or information to be published in print or electronic media shall be distributed only after first being authorized by Access Services.
- C. Access Services shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.
- D. Contractor grants Access Services and its subsidiaries, officers, agents, representatives and employees, acting within the scope of their official duties, a royalty-free, perpetual license to publish, translate, reproduce, deliver and use as they deem fit all technical data covered by copyright supplied for this Contract. No copyrighted matter shall be included in technical data furnished

hereunder without the written permission of the copyright owner for Access Services to use such in the manner herein described.

- E. Contractor warrants that the processes, design, equipment, materials or devices used in providing the Services shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against Access Services, Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by Access Services, and indemnify and hold harmless Access Services, its subsidiaries, officers, agents, representatives and employees from all liability, costs and expenses associated therewith, including, without limitation, defense costs and attorneys' fees.

19.0 STANDARD OF PERFORMANCE

- A. Contractor shall perform and require its subcontractors to perform the Services in accordance with the requirements of this Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing services of a similar nature. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that Access Services will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Contract.
- B. All workers shall have sufficient skill and experience to perform the work assigned to them. Access Services shall have the right, in its sole and absolute discretion to require the removal of Contractor's personnel at any level assigned to the performance of the Services at no additional cost to Access Services if Access Services considers such removal necessary in its best interests and requests such removal in writing. Further, an employee who is so removed shall not be re-employed on this Contract.
- C. Contractor shall carefully study this Contract; shall verify all figures in the contract documents before performing the Services; shall promptly notify Access Services of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-conformities are discovered, shall obtain specific instructions in writing from Access Services before Contractor proceeds with the Services. Any Services affected which are performed prior to Access Services' decision shall be at Contractor's risk. Contractor shall not take advantage of any apparent non-conformity that may be found in this Contract. Access Services shall be entitled to make such corrections therein and interpretations thereof as it may deem necessary for the fulfillment of the intent of this Contract. Omissions or erroneous descriptions of any Services that are manifestly necessary to carry out the intent of this Contract, or that are customarily performed, shall not relieve Contractor from performing such

Services at no additional expense and/or delay, and such Services shall be performed as if fully and correctly set forth in this Contract.

20.0 WARRANTIES

Contractor warrants that all Services shall be performed in accordance with this Contract and shall comply with the Standard of Performance. In the event of breach of this warranty, Contractor shall take all necessary actions to correct the breach and the consequences thereof, at Contractor's sole expense, in the most expeditious manner permitted by existing circumstances. If Contractor does not promptly take steps to correct the breach upon notification thereof by Access Services, Access Services, without waiving any other rights or remedies it may have under this Contract, at law or otherwise, may do so or cause others to do so, and Contractor shall promptly reimburse Access Services for all expenses and costs incurred in connection therewith.

21.0 EEO/AFFIRMATIVE ACTION

In connection with the execution of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, age (being 40 years of age or older), religion, color, sex, national origin, ancestry, disability (including AIDS), cancer related medical condition or marital status. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age (being 40 years of age or older), religion, color, sex, national origin, ancestry, disability (including AIDS), cancer related medical condition or marital status. Contractor shall comply with all applicable Federal, California and local directives and executive orders regarding nondiscrimination in employment.

22.0 CONTRACTOR STATUS/SUBCONTRACTORS

- A. Contractor represents and warrants that it is fully experienced and properly qualified to perform the class of Services required for this Contract and that it is properly licensed, equipped, organized, and financed to perform the Services. Contractor shall be an independent contractor. Contractor is not an agent of Access Services in the performance of this Contract, and shall maintain complete control over its employees and its subcontractors and suppliers of any tier. Nothing contained in this contract or any subcontract awarded by Contractor shall create any contractual relationship between any the subcontractor and Access Services. Contractor shall perform the Services in accordance with its own methods, in compliance with the terms of the Contract.
- B. Services to be furnished hereunder shall be deemed to be unique personal services and except as herein provided, Contractor shall not assign, subcontract, transfer or otherwise substitute its interest in this Contract or its obligations hereunder without the prior written consent of Access Services, which consent may be withheld in the sole and absolute discretion of Access

Services. This consent shall in no way relieve Contractor from its primary responsibility for performance of the Services. Any such assignment without said consent shall be void and unenforceable.

- C. Access Services reserves the right of prior approval of all subcontractors and retains the right to request Contractor to terminate any subcontractor, for any reason deemed appropriate by Access Services, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate said subcontractor immediately.
- D. Access Services shall have no liability to any subcontractor(s) for payment for Services under this Contract or other work performed for Contractor, and any subcontract entered into by Contractor under this Contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of Contractor.

23.0 PROHIBITED INTERESTS

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, Access Services shall have the right to terminate this contract for failure of Contractor to fulfill its contract obligations.

24.0 CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. All Access Services-related copy Contractor proposes to use for advertising or public relations purposes must be reviewed and approved in writing by Access Services prior to publication. Contractor shall not allow Access Services-related copy to be published in its advertisements and public relations programs prior to receiving such written approval. Contractor shall ensure that all published information is factual and that it does not in any way imply that Access Services endorses Contractor's firm, service, and/or product.
- B. Contractor shall refer all inquiries from the news media to Access Services, and shall comply with the procedures of Access Services' Administrator regarding statements to the media relating to this Contract or the Services.
- C. Contractor shall designate a staff person acceptable to Access Services to keep Access Services informed of all impacts on the community resulting from the Services of this Contract. This designated staff person may be Contractor's project manager or other employee acceptable to Access Services; the person does not need to be full time.

- D. If Contractor receives a complaint from a citizen or the community, Contractor shall inform Access Services immediately. Access Services will respond to the complaint.

25.0 CONFIDENTIALITY

Contractor agrees that any information, data, figures, records, findings and the like it receives or generates in the performance of this Contract shall be considered confidential information and trade secrets and kept as the private and privileged records of Access Services and will not be divulged, released, published or disseminated in any manner whatsoever to any person, firm, corporation, or other entity except on the direct authorization of Access Services, as required by law or subject to a court order from a court of competent jurisdiction, provided Access Services has been given reasonable prior written notice of the demand for the information in a court proceeding.

26.0 PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other materials relating to conduct of Access Services' business, including materials submitted by Contractor in its proposal, best and final offer and during the course of performing the Services under this Contract shall become the exclusive property of Access Services and may be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code §§ 6250 *et seq.*). Access Services' use and disclosure of its records are governed by this Act.
- B. Access Services will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret". Access Services will accept materials clearly and prominently labeled "Trade Secret" or "Confidential" or "Proprietary" as determined by Contractor. Access Services will make commercially reasonable efforts to notify Contractor of any request of the disclosure of such materials.

27.0 COMPLIANCE WITH LAW

Contractor shall familiarize itself with and perform the work required under this Contract in conformity with requirements and standards of Access Services, municipal and public agencies whose facilities and services may be affected by work under this Contract. Contractor shall also comply with all federal, California and local laws, regulations and ordinances applicable to any of the Services involved in this Contract including, without limitation, the Americans with Disabilities Act.

28.0 GOVERNING LAW

The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California and any federal laws where applicable. The parties hereto submit to the personal jurisdiction of the Superior Court in and for the County of Los Angeles. The parties agree that venue for any legal action arising out of this contract shall be maintained in Los Angeles County. In the event legal action is commenced to enforce the terms and conditions of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees.

29.0 SEVERABILITY

In the event any Article, section, subarticle, paragraph, sentence, clause, or phrase contained in this Contract shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, subarticles, paragraphs, sentences, clauses, or phrases of this contract, which shall remain in full force and effect as if the Article, section, subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in this Contract.

30.0 THIRD PARTY CONTRACT AMENDMENTS

Contractor agrees to amend this Contract from time to time in order to comply with federal, California or local funding requirements.

31.0 GENERAL AMENDMENTS

This Contract may not be amended, extended, changed, or modified except by a written amendment signed by both of the parties hereto.

32.0 REPRESENTATION BY CONTRACTOR

- A. Each person executing this Contract on behalf of Contractor represents and warrants that each representation incorporated herein is truthful and accurate and that they have the authority to make the representation and to bind Contractor to the terms and conditions hereof without the need of action or consent of any other person or entity.
- B. Contractor shall delegate the requisite power and authority to administer this Contract and to carry out all of the terms, conditions, and obligations of this Contract to _____.
- C. Contractor shall demonstrate adequate technical personnel and experience in the transportation industry necessary to perform its duties and obligations under this Contract.

33.0 ASSIGNMENT

No party shall have the right, directly or indirectly or by operation of law, to transfer, assign, mortgage, encumber, or otherwise dispose of or hypothecate all or any part of its interest in this Contract without the prior written consent of the other party, which consent may be withheld in such other party's sole and absolute discretion. For purposes of this Contract, the transfer of 30% or more of the ownership interests in Contractor shall be deemed an assignment of this Contract.

34.0 SUCCESSORS AND ASSIGNS

This Contract shall be binding and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

35.0 CERTIFICATION

Contractor understands that Access Services is a grantee of Federal Funds under 49 U.S.C. §5310(a) in excess of \$100,000. Pursuant to 49 C.F.R. §20.110, Access Services is required to certify that:

No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including the information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

Contractor also understands that this Contract is funded with local funds and that no Federal Funds will be used by Access Services for this purpose. Contractor agrees that if it seeks to influence or attempts to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance for Access Services, it will do so only in strict compliance with applicable law, including, without limitation, 49 C.F.R. §20.110, and timely provide to Access Services all information required to complete Standard Form – LLL "Disclosure Form to Report Lobbying" including the information required by the instructions accompanying the form.

36.0 ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

This Contract form, and any written and fully executed amendments thereto;

1. Specifications/Scope of Work;
2. Special terms and conditions;
3. General terms and conditions;
4. All other attachments incorporated herein by reference.

- B. The specifications shall prevail over any subsidiary documents referenced therein.

37.0 ENTIRE CONTRACT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between Access Services and Contractor and supersedes any prior representations, understandings, communications, commitments, contracts or proposals, oral or written with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the date shown below, but effective on the date first hereinabove written.

_____ ACCESS SERVICES INCORPORATED

_____ {Name}	_____ Shelly Verrinder
_____ {Title}	_____ Executive Director

_____ (Date)	_____ (Date)
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Tax I.D. No. _____

Approved As To Form:

James G. Jones
General Counsel

(Date)