

**LOS ANGELES COUNTY**  
**METROPOLITAN TRANSPORTATION AUTHORITY**  
**PART C**  
**SPECIAL PROVISIONS**

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. SP035  
PHOTO ENFORCEMENT MAINTENANCE SERVICES**

**PART C  
SPECIAL PROVISIONS**

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**SP-1 DBE PARTICIPATION PERCENTAGE**

Pursuant to the DBE Program, MTA has not established a specific DBE goal for participation by DBE firms on this contract due to unknown availability of subcontract opportunities. If however, the awardee utilizes the services of subcontractors, the awardee is expected to afford maximum opportunities to DBE firms in all subcontractor and supply service areas. Upon MTA's request, contractor is required to submit documentation to satisfy MTA that good faith efforts were made to utilize DBE firms.

**SP-2 NOTICES AND SERVICE THEREOF \***

Any notice legally required to be given by one party to another under the Contract, including but not limited to those regarding interpretation of the Contract or changes thereto, shall be in writing and dated. The Notice shall be signed by the party giving such notice or by a duly authorized representative of such party.

All notices shall not be effective for any purpose whatever unless enclosed in a sealed envelope and transmitted by registered mail or any certifiable delivery service addressed to the MTA's offices as follows:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, California 90012-2952

Attention: Stan Lotterman  
Manager of Contracts  
Contract No. SP035

All notices to the Contractor will be enclosed in a sealed envelope and transmitted by personal delivery to the Contractor or its authorized representative or by registered mail or any certifiable delivery service addressed as follows:

Lockheed Martin, IMS  
6067 South Olive Street, 23<sup>rd</sup> Floor  
Los Angeles, CA 90014

Attention: Mr. Vincent Valdez  
Director, Photo Enforcement Operations  
Contract No. SP035

Any notice of changes of address shall be given according to the provisions of this Special Provision.

**SP-3 APPROVED SUBCONTRACTORS AND SUPPLIERS \***

Subcontractor	Services Performed	License Type and Number	DBE
None			

Supplier	Material Supplied	DBE
None		

**SP-4 RELEASE OF INFORMATION \***

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the AUTHORITY.

**SP-5 REFERENCES TO THE LOS ANGELES COUNTY TRANSPORTATION COMMISSION OR SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT**

Wherever the terms Los Angeles County Transportation Commission (LACTC), or COMMISSION, and Southern California Rapid Transit District (SCRTD), or DISTRICT, appear, they shall mean the Los Angeles County Metropolitan Transportation Authority (MTA).

**SP-6 ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM \***

Proposer (and Contractor after award) and its Subcontractors shall comply with the FTA drug and alcohol testing regulations (49 CFR Parts 653 and 654) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all "contractors" that have "covered employees" that perform "safety sensitive functions" as those terms are defined in the regulations.

Proposer shall complete and submit the Bid Form entitled CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 653 AND 654, DRUG AND ALCOHOL TESTING. In the event that any part of the work under this Contract falls within the scope of 49 CFR Part 653 and 654, Contractor, and its Subcontractors (as applicable), shall implement a drug and alcohol testing program in compliance the regulations. Contractor shall submit evidence of its, and its Subcontractor's (as applicable), program to MTA prior to Contract award. Approval by MTA of the program shall be a condition of award.

In addition to the above, for Work performed on MTA property, Contractor shall provide an alcohol and drug-free workplace program which at a minimum includes the requirements established in the Alcohol and Drug-Free Workplace Manual (Part N)

**SP-7 LOSS PREVENTION \***

In performing the Contract, the Contractor shall at a minimum provide for protecting the lives and health of employees and other persons; preventing damage to property, goods; and avoiding work interruptions. For these purposes, the Contractor shall:

- A. Provide appropriate safety barricades, signs, and signal lights;
- B. Comply with the safety policies of the MTA and all applicable laws, standards, codes, rules, and regulations;
- C. Take additional measures the MTA determines are reasonably necessary for this purpose. This determination, when delivered to the Contractor or the Contractor's Authorized Representative at the Worksite, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the determination, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the MTA may issue an order stopping all or part of the Services or Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- D. Maintain an accurate record of exposure data on all occurrence incident to Services performed under the Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the MTA; and
- E. Be responsible for its Subcontractor's compliance with this article.

**SP-8 CONTRACTOR EQUIPMENT**

The Contractor shall be responsible for the maintenance of all equipment. Necessary ancillary equipment will also be kept in good repair and operating condition to ensure that Contractor's operations will proceed in an efficient and effective manner. Equipment substitutions may be made only with the consent of the MTA.

**SP-9 THE CONTRACTOR'S LICENSE \***

The contracting firm and the majority owner of the subcontracting firm shall have the experience and professional capability to perform the work; and the majority owner of the subcontracting firm shall possess and maintain for the duration of the contract work, the appropriate State of California Professional license(s) and registration required.

The majority Contractor and Subcontractor(s) must possess and maintain the appropriate State of California license and registration required for the contracted work throughout the duration of the Work. Proof of validity of such license and/or registration shall be provided on an annual basis.

**END OF SPECIAL PROVISIONS**

**APPENDIX A - WORK COMPLETION SCHEDULE (NOT USED)**

**APPENDIX A - WORK PROGRESS SCHEDULES AND REPORTS SCHEDULE (NOT USED)**

**APPENDIX A - RECORD DRAWINGS SCHEDULE (NOT USED)**



APPENDIX A - MILESTONE COMPLETION SCHEDULE (NOT USED)

**PART C - SPECIAL PROVISIONS**

**EXHIBIT 1A - CERTIFICATION OF PROSPECTIVE CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (NOT USED)**

**PART C - SPECIAL PROVISIONS**

**EXHIBIT 1B CERTIFICATION OF PROSPECTIVE LOWER TIER PARTICIPANTS REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (NOT USED)**

**PART C - SPECIAL PROVISIONS**

**EXHIBIT 3 - CERTIFICATE OF FINAL INDIRECT COSTS (NOT USED)**

Solicitation No: \_\_\_\_\_

**SR-J CONFLICT CERTIFICATION**

The Proposer certifies that it is familiar with and in compliance with all provisions of the Code of Conduct for MTA Contractors and Consultants, and Public Utilities Code, § 130051.20. The Proposer further certifies that:

1. The Proposer has not employed directly or indirectly a current or former MTA person identified in Public Utilities Code in connection with services to be performed by the Contract;
2. The Proposer will not employ directly or indirectly a current or former MTA person identified in the Public Utilities Code in connection with the services to be performed under the Contract;
3. The Proposer did not receive any confidential information in connection with the services to be performed under the Contract; and
4. The Proposer has not employed as a lobbyist any former MTA Board Member or employee who left the MTA within the last twelve (12) months.

The Proposer further certifies that it has set forth below the names of all current and former MTA persons identified in the Public Utilities Code including MTA board members, alternates, or employees it has or intends to employ in connection with the services to be performed under the Contract.

Current and/or former MTA board members, alternates, or employees:

<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____
_____	_____

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on JAN 26, 2001, at TEANECK, N.J

Proposer: \_\_\_\_\_

Name: Thomas R. Wrigley

Title: Sr. VP & Managing Director

Signature: 

### CERTIFICATION OF CONFLICT OF INTEREST ANALYSIS

All proposers/bidders must respond to each of the following questions to determine whether any actual or perceived conflict of interest may exist. All primary questions numbered 1-5 must be marked on the "yes" or "no" in brackets. If any response has a "yes" answer, the supporting questions must also be answered completely and accurately.

1. Have you or any of your team member(s) or consultant(s) ever been employed by the MTA?  [Yes] or  [No]. If your answer is "Yes", please provide the additional information:
  - Were you a full-time employee:  [Yes]  [No]
  - Part-Time employee:  [Yes]  [No]
  - As-Needed employee:  [Yes]  [No]
  - Consultant:  [Yes]  [No]
  - Or other, please explain: N/A
  - Dates of employment/consulting contract: N/A
  - In which department(s) did you work: N/A
  - Who was / were your supervisor(s): N/A
  - Please describe your job duties and responsibilities for each MTA position held: N/A
  - What was your last date of employment: N/A
  
2. Are any MTA Board Member(s) or any of their staff presently serving as officers, partners, or shareholders in your company?  [Yes] or  [No]. If the answer is "Yes", please provide the additional information:
  - Name(s) of Board Members: N/A
  - What is his/her position with your company: N/A
  - Percentage of ownership of company shares: N/A
  
3. Are any of your former employee's or consultant's presently employed by the MTA?  [Yes] or  [No]. If the answer is "Yes", please provide the additional information:
  - Names of each former employee: N/A
  - All titles of each former employee: N/A
  - Description of job duties: N/A
  - Dates of employment: N/A
  
4. In the preceding twelve months, has the proposer/bidder made, arranged or delivered any gifts to any MTA Board Member?  [Yes] or  [No]. If the answer is "Yes", please provide the additional information:
  - Name of Board Member receiving the gift: N/A
  - Value of the gift: N/A
  - Description of the gift: N/A

• Date that gift was delivered: N/A

5. In the preceding forty-eight (48) months, has your company made, arranged or delivered any campaign contributions to any MTA Board Member? [Yes] or [No]. If the answer is "Yes", please provide the additional information:

Recipient Name	Date	Amount	Company Name
Yvonne Braithwaite-Burke Office Holder Account	10/13/1998	\$1,000.00	Lockheed Martin IMS
Yvonne Braithwaite-Burke Office Holder Account	11/12/1997	\$1,000.00	Lockheed Martin IMS
Don Knabe for Supervisor Account	10/13/1998	\$5,000.00	Lockheed Martin IMS
Don Knabe Office Holder Account	10/13/1998	\$1,000.00	Lockheed Martin IMS
Zev Yaroslavsky Re-Election Committee	11/12/1997	\$1,000.00	Lockheed Martin IMS
Hal Bernson Office Holder Account	1/20/1998	\$250.00	Lockheed Martin IMS
Hal Bernson Re-Elect 1999	5/1/1998	\$500.00	Lockheed Martin IMS

OR

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on: 1/26/01

At: TERNECK, N.J.

Signature:   
Thomas R. Wrigley

Title: Sr. VP & Managing Director

**POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM**

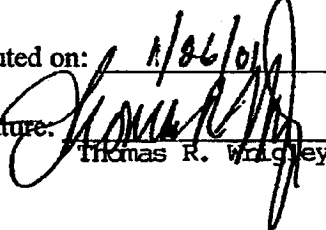
Proposers/bidders must provide the following information for itself and any subcontractors / suppliers to the proposal / bid. This information is required to avoid any conflicts of interest regarding the MTA Board Members ability to take any action regarding approval of all contract awards. Please disclose all information and use additional sheets if necessary.

NAME OF CONTRACTOR / PROPOSER (PRIME)	
Lockheed Martin IMS Corporation Principal / Contractor	Ann Muenster-Nuiry (213)439-6211 Contact name and telephone #
Partners / Officers / Stockholders	

NAME OF SUBCONTRACTOR / SUPPLIER	
None Principal / Contractor	Contact name and telephone #
Partners / Officers / Stockholders	

NAME OF SUBCONTRACTOR / SUPPLIER	
None Principal / Contractor	Contact name and telephone #
Partners / Officers / Stockholders	

I declare under penalty of perjury under the laws of the State of California, that the foregoing statements are true and correct.

Executed on: 1/26/09 At: TEANECK, N.J.  
Signature:  Title: Sr. VP & Managing Director  
Thomas R. Wrigley



**CERTIFICATION OF COMPLIANCE WITH THE MTA LOBBY POLICY AND GUIDELINES**

The Bidder company certifies that it is familiar and in compliance with all provisions of the MTA Lobby Policy and Guidelines including but not limited to:

- That the Bidder company understands that under the MTA Lobby Policy and Guidelines, all employees, officers and agents of the Bidder company may be considered lobbyists, and if so, the company and all pertinent individuals must comply with all registration and reporting requirements;
- The Bidder company pursuant to State Law will not and has not retained to act as a lobbyist any former MTA Board Member or employee who has left the MTA within the last twelve months;
- The Bidder company will not make a gift to an MTA Board Member or employee aggregating more than \$10 or to act as an agent or intermediary in the making of any gift, or to arrange for the making of any gift by any other person;
- Prior to the issuance of a solicitation and ending on the date of the selection of the contractor, no person, representative, agent or consultant representing the Bidder shall contact by any means or engage in any discussion concerning the award of the contract with any MTA Board Member or his or her staff.
- The Bidder company understands and agrees that the MTA shall reject any proposal or bid and qualification statement to enter into a contract with the MTA by any person or entity who has not complied with the registration and reporting requirements of the MTA Lobby Policy.

I declare under penalty of perjury under the laws under the State of California, that the foregoing is true and correct.

Executed on: 1/26/01

at: TEANECK, NJ

Signature:   
Thomas R. Wrigley

Title: Sr. VP & Managing Director

Date: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH 49 CFR 653 AND 654  
DRUG AND ALCOHOL TESTING**

This is to certify that, to the best of my knowledge and belief, the work required under any contract resulting from this solicitation:

\_\_\_\_\_ Will  
 Will Not

require the performance of "safety-sensitive functions" as defined in 49 CFR Part 653 and Part 654. Bidder/Offeror further certifies that it:

Has  
\_\_\_\_\_ Has not

established and implemented an anti-drug and alcohol misuse prevention program(s) in accordance with the terms of 49 CFR Part 653 and Part 654, and that the employee and supervisor training conducted under this part meets the requirements of 49 CFR Part 653 and Part 654.

Firm: LOCKHEED MARTIN INS CORP.

Name: Thomas R. Wrigley

Signature: 

Title: Sr. VP & Managing Director

Date of execution: 1/26/01

- Please note:
- 1) Form must be executed by an authorized officer of the firm.
  - 2) For all contracts that will require performance of safety-sensitive functions, offeror/bidder must certify that it has established and implemented an anti-drug and alcohol misuse prevention program(s) prior to contract award.

## CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

### A. Definitions

As used in the provision, Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

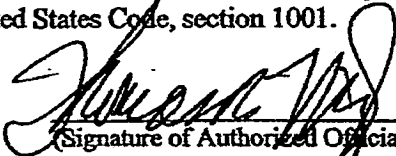
Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed-

- 1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establish an ongoing drug-free awareness program to inform such employees about-
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (B)(1) of this provision;
  - 4) Notify such employees in writing in the statement required by subparagraph (B)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will-
    - i) Abide by the terms of the statement; and
    - ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
  - 5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (B)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
  - 6) Within 30 calendar days after receiving notice under subdivision (B)(4)(ii), of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - i) Take appropriate personnel action against such employee, up to and including termination; or
    - ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
  - 7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (B)(1) through (B)(6) or this provision.
- C. The offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

- D. Failure of the offeror to provide the certification required by paragraph (B) or (C) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1 (g) and 19.602-1 (a)(2)(i).
- E. In addition to other remedies available to the MTA, the certification in paragraphs (B) or (C) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.

  
(Signature of Authorized Official)

Thomas R. Wrigley  
(Typewritten or Printed Name)

Sr. VP & Managing Director  
(Title)

1/26/01  
(Date)

## WORKPLACE DRUG AND ALCOHOL TESTING PROGRAMS

### Compliance with 49 CFR 653 and 654

Effective January 1, 1995, all contract service providers that perform safety-sensitive functions (as defined by Federal Transit Administration {FTA} rules) for the MTA must comply with the FTA drug and alcohol testing regulations (49 CFR Part 653 and Part 654) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40). Non-compliance may result in suspension or termination of contract and/or non-payment of outstanding invoices.

For purposes of this compliance program, safety-sensitive employees are defined as follows:

*Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.*

*The following are categories of safety-sensitive functions:*

- 1. operating a revenue service vehicle, including when not in revenue service;*
- 2. operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);*
- 3. controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;*
- 4. maintaining revenue service vehicles or equipment used in revenue service; and*
- 5. carrying a firearm for security purposes.*

*Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.*

Each bidder/proposer is required to certify that, to the best of its knowledge and belief, the work to be performed under any contract resulting from this solicitation will or will not require performance of safety-sensitive functions. In the event it will, the resultant contractor will be required to implement a drug and alcohol testing program in compliance with these regulations. Evidence of such program shall be required to be submitted and approved prior to contract award.

**CERTIFICATION OF CAMPAIGN CONTRIBUTIONS**

**A. (FORM MUST BE COMPLETED BY THE PROPOSER AND SUBMITTED WITH THE PROPOSAL)**

**B. PROPOSER TO SUBMIT CERTIFICATION FOR ALL LISTED SUBCONTRACTORS AND SUPPLIERS WITHIN FIVE (5) DAYS OF PROPOSAL SUBMITTAL (This Certification shall be Submitted Only On Request)**

1. Check the applicable statement:

**G** In accordance with California Public Utilities Code '130051.20(a), the Proposer certifies that neither the Proposer nor any agents of the Proposer have made a contribution to any MTA person identified in '130051.20(a) within the past four years.

**G** In accordance with California Public Utilities Code '130051.20(a), the Proposer certifies that neither the Proposer nor any agents of the Proposer have received a contribution from any MTA person identified in '130051.20(a) within the past four years.

**G** In accordance with California Public Utilities Code '130051.20(a), the Proposer certifies that within the past four years, the following contributions have been made to any MTA person identified in '130051.2(a): (Attach additional sheets if necessary).

Contributor Name	Date	Amount	Organization/Entity
Yvonne Braithwaite-Burke Office Holder Account	10/13/1998	\$1,000.00	Lockheed Martin IMS
Yvonne Braithwaite-Burke Office Holder Account	11/12/1997	\$1,000.00	Lockheed Martin IMS
Don Knabe for Supervisor Account	10/13/1998	\$5,000.00	Lockheed Martin IMS
Don Knabe Office Holder Account	10/13/1998	\$1,000.00	Lockheed Martin IMS
Zev Yaroslavsky Re-Election Committee	11/12/1997	\$1,000.00	Lockheed Martin IMS
Hal Bernson Office Holder Account	1/20/1998	\$250.00	Lockheed Martin IMS
Hal Bernson Re-Elect 1999	5/1/1998	\$500.00	Lockheed Martin IMS

G In accordance with California Public Utilities Code '130051.20(a), the Proposer certifies that within the past four years, the following contributions have been received by it or its agents from any MTA person identified in '130051.20(a): (Attach additional sheets if necessary)

Recipient Name	Amount	Date	Source / MTA Person

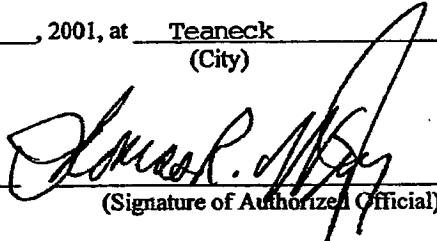
In accordance with the California Public Utilities Code '130051.20:

- (a) no entity or person seeking a contract with the MTA may make a contribution not to exceed ten dollars (\$10) to an MTA person defined in the code or,
- (b) receive a contribution of any value from such MTA person defined in the code.

The Proposer certifies that it and all subcontractors and suppliers will abide by the Code and all other applicable laws, regulations and policies.

Executed on January 26, 2001, at Teaneck, New Jersey  
 (Date) (City) (State)

Thomas R. Wrigley  
 (Typewritten or Printed Name)

  
 (Signature of Authorized Official)

Sr. VP & Managing Director  
 (Title)