

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. TBD (IFB/RFP NO.)**

**TBD (SOLICITATION TITLE)**

**INDEFINITE DELIVERY CONTRACT**

**BETWEEN**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**AND**

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**(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)**

**TO BE FILLED IN AT TIME OF AWARD**

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**EFFECTIVE DATE**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
INDEFINITE DELIVERY CONTRACT**

**CONTRACT NO: TBD (IFB/RFP NO.)**

**Between**

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY  
ONE GATEWAY PLAZA  
LOS ANGELES, CA 90012-2952**

**and**

**(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)**

**TBD (SOLICITATION TITLE)**

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This Contract, is entered in to by and between the Los Angeles County Metropolitan Transportation Authority (Metro), and [REDACTED] (Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

**ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE**

- A. This Contract includes this Form of Contract and the other following Contract Documents and Attachments, which are incorporated herein and made a part of this Contract.
- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:

**[Delete those items that do not apply to this contract, then delete this line, certifications 6-10 required for Federally Funded contracts]**

- 1. Form of Contract
- 2. Regulatory Requirements, (Pro Form [REDACTED], Dated [REDACTED])
- 3. Special Provisions, (Pro Form [REDACTED], Dated [REDACTED])
- 4. General Conditions, (Pro Form [REDACTED], Dated [REDACTED])
- 5. Compensation and Payment Provisions, (Pro Form [REDACTED], Dated [REDACTED])

**[Note: this will be a different form for the various types of contracts.]**

**See compensation article below – similar to Time and Materials, except for definite quantity where it will be similar to Fixed Price]**

6. Statement of Work (SOW. XXXX, suggest last four digits of solicitation) Dated \_\_\_\_\_)
7. Task Orders

**[Add such other contract documents as are required for the particular contract, e.g. applicable Manuals, Procedures, Reports and Drawings]**

- C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

## **ARTICLE II: DEFINITIONS**

- A. Capitalized terms, abbreviations and symbols used in this Contract are defined in the Article in the General Conditions entitled GLOSSARY OF TERMS. Additional terms may be defined in the Special Provisions or the Statement of Work.

## **ARTICLE III: WORK TO BE PERFORMED**

- A. Contractor shall perform the Work as is more fully described in the Statement of Work, to **[summary description and location of the Work]** (see Exhibit **TBD**).

## **ARTICLE IV: [TYPE]**

**[Insert selection of one the following types: REQUIREMENTS CONTRACT, INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT, and DEFINITE QUANTITY CONTRACT]**

**[Select the grouping of clauses that correspond with the type of contract selected: Delete the text not required.]**

### **[REQUIREMENTS CONTRACT]**

- A. This is a requirements contract for Work, as defined herein, at the prices stated in the Bid Pricing Forms attached hereto. The quantities specified in the Bid Pricing Forms are estimates only and are not purchased by this Contract. If the Metro's' requirements do not result in orders in the quantities described as "estimated" in the Bid Pricing Forms, that fact shall not constitute the basis for adjustment of any Unit Price.
- B. Work shall be authorized only by Task Orders issued in accordance with the Article herein entitled ORDERING. Subject to any limitations in the ORDERING Article or elsewhere in this Contract, the Contractor shall perform the Work specified in the Bid Pricing Forms Schedule when and if ordered, and such other Non-Prepriced Work as is described in Task Orders issued in accordance with the ORDERING Article. The Metro may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations. Except for any limitations on quantities in the Bid Pricing Form or in

- C. Any Task Order issued, but not completed within the Period of Performance of this Contract, shall be completed by the Contractor within the Task Order Time specified in the Task Order. To the extent that a Task Order is not completed during the Period of Performance, for purposes of that Task Order only, the Period of Performance shall be extended without further amendment to the Contract for the full Task Order Time. The Contract shall govern the Contractor's and Metro's rights and obligations with respect to that Task Order to the same extent as if the Task Order were completed during the Contract Period of Performance term.

**[INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT]**

- A. This is an Indefinite Delivery/Quantity Contract for Work, as defined herein, at the prices stated in the Bid Pricing Form attached hereto. The quantities specified in the Bid Pricing Form are estimates only and are not purchased by this Contract. If the Metro's Task Orders do not amount to the quantities described as "estimated" in the Bid Pricing Forms, that fact shall not constitute the basis for adjustment of any Unit Price.
- B. Work shall be authorized only by Task Orders issued in accordance with the Article herein entitled ORDERING. Subject to any limitations in the ORDERING Article or elsewhere in this Contract, the Contractor shall perform the Work specified in the Bid Pricing Form, when and if ordered, up to and including the quantity designated in the Bid Pricing Form as the "maximum." The Metro shall order at least the quantity of Work designated in the Bid Pricing Form as the "minimum." Task Orders may also include Non-Prepriced Work, as defined in the Special Provisions of this Contract. The Metro may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations. Except for any limitations on quantities in the Bid Pricing Form or in the Contract Price, there is no limit on the number of Task Orders that may be issued.
- C. Any Task Order issued but not completed within during the Period of Performance of this Contract, shall be completed by the Contractor within the Task Order Time specified in the Task Order. To the extent that a Task Order is not completed during the Period of Performance, for purposes of that Task Order only, the Period of Performance shall be extended without further amendment to the Contract for the full Task Order Time. The Contract shall govern the Contractor's and Metro's rights and obligations with respect to that Task Order to the same extent as if the Task Order were completed during the Contract Period of Performance.

**[DEFINITE QUANTITY CONTRACT]**

- A. This is a Definite-Quantity, Indefinite-Delivery Contract for Work, as defined herein, at the prices stated in the Bid Pricing Form attached hereto.
- B. The Metro shall order the Work specified in the Bid Pricing Form, and the Contractor shall perform the Work when ordered. Delivery or performance

- C. Except for the definite quantities of Work in the Bid Pricing Form, there is no limit on the number of Task Orders that may be issued. The Metro may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any Task Order issued not completed within the Period of Performance of this Contract, shall be completed by the Contractor within the Task Order Time specified in the Task Order. To the extent that a Task Order is not completed during the Period of Performance, for purposes of that Task Order only, the Period of Performance shall be extended without further amendment to the Contract for the full Task Order Time. The Contract shall govern the Contractor's and Metro's rights and obligations with respect to that Task Order to the same extent as if the Task Order were completed during the Contract Period of Performance.

**ARTICLE V: COMPENSATION**

**[For Requirements and Indefinite Quantity contracts only]**

- A. In consideration of Contractor's performance of the Work in accordance with this Contract, the Metro will pay the Contractor the Contract Price of Not to Exceed (NTE) \$ \_\_\_\_\_, at the Unit Rates set forth in the Bid Pricing Form attached hereto as Exhibit \_\_\_\_\_, and at prices for Non-Prepriced Work as determined herein. Compensation will be paid in accordance with the Contract Document entitled Compensation and Payment Provisions.

**[Add if there is a minimum amount Metro will spend]**

- B. The amount to be expended by Metro under this Contract for all Task Orders shall not be less than \$ \_\_\_\_\_.
- C. Any costs incurred in excess of the Contact Price without the exercise of any Option contained in the Contract or a prior written Amendment or Change Order to the Contract will not be compensated by Metro, and will be at the sole expense of the Contractor.

**[For Definite Quantity contracts only] [FOR THIS TYPE OF CONTRACT, YOU HAVE A FIXED PRICE, EXCEPT FOR NON-PREPRICED ITEMS, BECAUSE YOU ARE BUYING A FIXED QUANTITY AT FIXED PRICES. THE COMPENSATION PROVISION HAS TO REFLECT THIS]**

- D. The Metro will pay the Contractor the Contract Price of \$ \_\_\_\_\_ as the compensation for all Work completed in accordance with the terms of the Contract. The Contract Price consists of the Fixed Price of \$ \_\_\_\_\_ for all of the Work set forth [on the Bid Pricing Form or in the Advanced Memorandum of Cost] attached hereto as Exhibit \_\_\_\_\_, and the Not to Exceed (NTE) Amount of \$ \_\_\_\_\_ for all Non-Prepriced Work at prices as determined herein which may be included in any Task Orders issued

## ARTICLE VI: INVOICES

- A. All invoices shall be submitted in writing in accordance with the Contract Documents entitled Compensation and Payment Provisions and the Special Provisions, as applicable, and delivered or mailed to the Metro as follows:

Los Angeles County Metropolitan Transportation Authority  
Contract Accounting  
P.O. Box 512296  
Los Angeles, CA 90051-0296  
Contract No. **TBD (IFB/RFP No.)**

The Invoice for Final Payment shall be marked **FINAL** and a copy sent to the Metro's Authorized Representative.

- B. Effective January 1, 2009, Metro started payment of invoices via Electronic Funds Transfer (EFT) which guarantees faster payments and is a more secure and efficient way to make payments. If you have not already done so, you will be required to sign up for EFT, unless you request a waiver in writing. Please call (213) 922-6811, then press option # 7 for EFT forms.

## ARTICLE VII: LIMITATION OF FUNDS

[USE AS NEEDED, not applicable when funds are applied from fully funded grants] [If Metro is committing to a definite quantity at fixed Unit Prices, this cannot be used. However, can terminate for convenience.]

- A. Funding for this Contract is based upon the availability of funds determined by the Metro's fiscal budget, on a July 1 through June 30 fiscal year. If funding is not approved for any year following the first fiscal year in which this Contract is in effect, no further Task Orders will be issued. All Task Orders issued within a fiscal year will be funded to complete the Project described in the Task Order.

## ARTICLE VIII: PERIOD OF PERFORMANCE

- A. The Effective Date of this Contract is **(insert date)**. The Period of Performance of Work under Task Orders shall be set forth in the Task Order and shall begin on the date set forth in a Notice to Proceed for the Task Order ("Commencement Date"). Contractor shall complete all Work under the Contract within **\_\_\_\_\_** calendar days after the Effective Date, unless this Contract is terminated earlier or extended by the Metro, in writing, as provided in the Contract. **[SINCE THE NTPs WILL BE IN THE TASK ORDERS, THEY WOULD NOT BE APPLICABLE HERE. HERE THERE WOULD JUST BE CONTRACT TERM]**

## ARTICLE IX: ORDERING

- A. All Work under this Contract shall be ordered by issuance of **Task Orders** by the Contracting Officer. Such Task Orders shall be issued within the Contract Period of Performance.

[YOU HAVE TO DESCRIBE HERE OR IN THE SPECIAL PROVISIONS HOW A TASK ORDER IS INITIATED AND IMPLEMENTED. THE TERMS TO BE USED ARE DEFINED IN THE SP GLOSSARY AND ARE A GOOD GUIDE SINCE THEY DEFINE THE VARIOUS PROCESS DOCUMENTS, BUT A DESCRIPTION OF THE PROCESS ITSELF IS REQUIRED. IT WOULD APPEAR THAT: (1) ONE COULD BE INITIATED BY SIMPLY ISSUING A TASK ORDER WITHOUT PRIOR STEPS IF WHAT IS NEEDED CAN BE GOTTEN BY JUST ORDERING OFF THE BID PRICING FORM, (2) WHERE THERE IS A "PROJECT", A PROCESS FOR ISSUING A "REQUEST FOR TASK ORDER PROPOSAL" TO THE CONTRACTOR, GETTING A "TASK ORDER PROPOSAL" FROM THE CONTRACTOR, THEN ISSUING A TASK ORDER WOULD BE NECESSARY (THIS WOULD BE WHERE YOU NEED TO DEVELOP A SITE SPECIFIC WORK PLAN OR A PROPOSAL ON NON-PREPRICED WORK AND GOODS, ETC.), OR (3) A COMBINATION OF THESE – EG. ORDERING SOME GOODS OFF THE BFP AND GETTING A PROPOSAL ON OTHER WORK OR GOODS. WHATEVER IT IS, THE PROCESS HAS TO BE LAID OUT HERE. FROM A PURELY PROCESS PERSPECTIVE IT IS SIMILAR TO ISSUING A CWO OR A CHANGE ORDER, BUT WHERE THERE ARE EXISTING UNIT PRICES TO DRAW FROM. IF YOU NEED TO DISCUSS THIS BEFORE ATTEMPTING TO DESCRIBE A PROCESS, PLEASE GIVE ME A CALL.]Task Order Times will be specified in the individual Task Order.

Intentionally Left Blank

**ARTICLE X: ENTIRE AGREEMENT**

A. This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments, Exhibits, Appendices and other documents incorporated herein by inclusion or by reference, and constitutes the complete and entire agreement between the Metro and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

**CONTRACTOR NAME  
PHYSICAL ADDRESS  
EMAIL ADDRESS  
PHONE NUMBER**

**LOS ANGELES COUNTY  
METROPOLITAN  
TRANSPORTATION AUTHORITY**

ARTHUR T. LEAHY  
CHIEF EXECUTIVE OFFICER

BY: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

BY: \_\_\_\_\_  
(PRINT OR TYPE NAME)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
JOHN F. KRATTLI  
ACTING COUNTY COUNSEL

BY: \_\_\_\_\_  
DEPUTY

TAX ID NO.: \_\_\_\_\_

**EXHIBIT 1    ADVANCED MEMORANDUM OF COST  
FOR CONTRACT TBD (IFB/RFP No.)**

**EXHIBIT TBD - STATEMENT OF WORK**

Insert when contract is conformed

**EXHIBIT TBD – INSURANCE REQUIREMENTS**

