

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART D

COMPENSATION AND PAYMENT PROVISIONS

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. SP035
PHOTO ENFORCEMENT MAINTENANCE SERVICES

PART D - COMPENSATION AND PAYMENT PROVISIONS

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CP-1 PROGRESS PAYMENT INVOICING *

CP-1.1 FFP CONTRACT

The Contractor shall submit a monthly Invoice for the Work performed in the preceding month. The Invoice shall be prepared in a form acceptable to the MTA. Each Invoice shall be accompanied by a certified statement, signed by an authorized officer of the Contractor, similar to the Certification for Request for Payment (Exhibit 3) that the Invoice is a true and correct statement and that Subcontractors and Suppliers have been paid from the previous payment.

CP-2 PAYMENT

Payment shall be made to the Contractor by the MTA and shall be transmitted to the following address:

Mail Funds to: Lockheed Martin, IMS
6067 South Olive Street, 23rd Floor
Los Angeles, CA 90014

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

CP-1.2 Forward Pricing Agreement

The total Contract value is for a five year period of performance, inclusive of escalation and fees, and provides for up to a total of twenty-two (22) cameras. The Contract allows for salary escalation at 5% effective on October 1 of each contract year and establishes the unit rate increase commensurate with the addition of camera installations throughout the life of the Contract, to a maximum of 22 cameras. The following camera unit rates apply to this Contract:

# of Cameras	Camera Unit Rate	Monthly Base Rate
10	\$2,903	\$29,030
16	2,792	44,674
22	2,800	61,606

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EXHIBIT 1 CONTRACT PRICING PROPOSAL FORM 60 (NOT USED)

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EXHIBIT 2 ADVANCED COST UNDERSTANDING (NOT USED)

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EXHIBIT 3 CERTIFICATION FOR REQUEST FOR PAYMENT

This is certify that and to the best of my knowledge and belief:

1. I have reviewed the invoiced costs submitted herewith. All costs are current, accurate, and complete.
2. All costs included in this invoice (identify contract and date) are allowable (identify cost rates, period covered) in accordance with the requirements of the Contract to which they apply and with the cost principles of the Federal Acquisition Regulation (FAR) Part 31.2 or the MTA's cost principles.
3. This invoice does not include any costs which are unallowable under applicable cost principles of the MTA and FAR Part 31.2, such as (without limitation): advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and goodwill; and
4. All costs contained in this invoice are allocable to this contract, as they benefit both the contract and the work, and can be distributed to them in reasonable proportion to the benefits received (FAR, 31.201-4(b)).
5. Payments to Subcontractors and Suppliers have been made from previous payments received under Contract No. SP035, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements.

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

Executed on _____, 2000 at, _____
(Date) (City) (State)

(Typewritten or Printed Name)

(Signature of Authorized Official)

(Title)

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EXHIBIT 4 CERTIFICATE OF CURRENT COST AND PRICING DATA (NOT USED)

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EXHIBIT 5 - MTA TRAVEL AND EXPENSE GUIDELINES (NOT USED)