



WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

Request For Proposals

**SERVICE VEHICLES (NON
POLICE) LIGHT DUTY &
HEAVY DUTY**

RFP No. : FQ18115/JEB

APRIL 16, 2018

Washington Metropolitan Area Transit Authority
RFP: FQ18115/JEB

Date: APRIL 16, 2018

SUBJECT: RFP No. FQ18115

Dear Sir/Madam:

The Washington Metropolitan Area Transit Authority (WMATA) requires a qualified contractor to provide Service Vehicles, non-police, both light duty and heavy duty in addition to one Heavy Duty Bucket Truck. This RFP contains NO DBE goals.

If you have any technical, contractual, or administrative questions, please e-mail them to jbowe@wmata.com no later than close of business, April 20, 2018. No pre-proposal Conference will be held. WMATA will provide written answers, by e-mail to all those who obtain the RFP and provide their e-mail addresses. If an amendment(s) is issued resulting from questions and answers, it will be posted on our website, and a copy will be mailed to all Offerors so that they can acknowledge receipt.

Your proposal must be received with all required submittals as stated in the RFP, no later than **2:00 PM, May 16, 2018**, at WMATA, Office of Procurement and Materials, 600 Fifth Street, NW, Room 3C-02, Washington, DC 20001-2651.

Sincerely,



Joe Cumpian
Contracting Officer
Office of Procurement and Materials

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Washington Metropolitan Area Transit Authority
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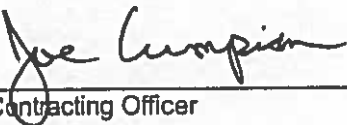
INTRODUCTORY INFORMATION
SOLICITATION CERTIFICATIONS PAGE



Project Manager/Office Designee

2-27-18

Date



Contracting Officer

2-28-17

Date

END OF SECTION

**Washington Metropolitan Area Transit Authority
RFP: FQ18115/JEB**

DIRECTIONS FOR SUBMITTING OFFERS

1. Read and comply with the solicitation instructions.
2. Envelopes containing technical and price proposals must be sealed and separately marked and addressed to:

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 5th Street, N.W.
Washington, DC 20001
Room 3C-02
Attn: JOE Bowe, CA

ALL ENVELOPES OR PACKAGES MUST BE SEPARATELY MARKED WITH THE SOLICITATION NUMBER AS SPECIFIED HEREWITH.

PROPOSALS SHALL BE TIMELY MAILED OR HAND DELIVERED TO REACH WMATA BEFORE 2:00 P.M. (LOCAL TIME) ON May 16, 2018 ON DAY OF PROPOSAL CLOSING.

Washington Metropolitan Area Transit Authority
RFP: FQ18115/JEB

NOTICE TO OFFERORS

IN ORDER TO ENSURE THAT YOUR PROPOSAL COMPLIES WITH THE AUTHORITY'S PROCUREMENT REGULATIONS AND THAT IT WILL BE ACCEPTABLE TO THE AUTHORITY, THE FOLLOWING FORMS MUST BE COMPLETED & SUBMITTED AS SPECIFIED BELOW WITH YOUR OFFER:

- SOLICITATION, OFFER & AWARD FORM (Must be signed.) - VOLUME III
- PRICE SCHEDULE- VOLUME I
- REPRESENTATIONS AND CERTIFICATIONS- VOLUME III
- PRE-AWARD DATA- VOLUME III
- ACKNOWLEDGMENT OF AMENDMENTS (IF ANY)- VOLUME III
- TECHICAL PROPOSAL- VOLUME II
- PROOF OF INSURANCE ELIGIBILITY - VOLUME III
- APPENDIX B (IF APPLICABLE) - VOLUME III
- APPENDIX B-1 (IF APPLICABLE)-VOLUME III

FAILURE TO SUBMIT ANY PORTION OF THESE REQUIREMENTS AS SPECIFIED MAY CAUSE YOUR PROPOSAL TO BE CONSIDERED NONRESPONSIVE AND SUBSEQUENTLY REJECTED.

Questions concerning this Request for Proposals may be directed to JOE Bowe on (202-962-2530) jbowe@wmata.com.

NOTICE TO ALL VENDORS

Please be advised that all vendors and contractors who do business with the Washington Metropolitan Area Transit Authority (WMATA) must register in the WMATA Vendor Registration System. Registration is located at <http://www.wmata.com>
New Vendor Registration.

If you are a vendor or contractor and *HAVE* done business with WMATA in the past, please electronically request your company's User ID and Password at <http://www.wmata.com>
Forgot User Id/Password.

Registered Vendor Benefits:

- Visibility to WMATA contract administrators and/or purchasing agents during the purchasing decision period;
- Visibility to other 17,500 registered vendors for possible business opportunities;
- Opportunity to update online, company information such as an e-mail address or contact person on-line;
- Ability to sign up for electronic payment option; and
- Ability to electronically reset user id and password.

Any questions regarding registration may be sent to clm@wmata.com.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT **RFP-FQ18115/JEB**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SOLICITATION, OFFER AND AWARD

CONTRACT NO.	SOLICITATION NO. RFP FQ18115	DATE ISSUED APRIL 16, 2018	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
<input type="checkbox"/> ADVERTISED <input checked="" type="checkbox"/> NEGOTIATED			

SOLICITATION

Sealed offer in original and TWO (2) copies for furnishing the supplies or services in the schedules will be received at Authority until 2:00 P.M. Local time May 16, 2018
 (Hour) (Date)

CAUTION – LATE OFFERS: See paragraph 6 of Solicitation Instructions.

All offers are subject to the following:

1. The Solicitation Instructions that are attached.
2. The Terms and Conditions that are attached.
3. The Price Schedule included herein and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications, as are attached or incorporated herein by reference.

Proposer's E-mail _____

Proposer's Phone Number _____

Proposer's Fax Number _____

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
See page 06	(NON POLICE) SERVICE VEHICLES BOTH LIGHT DUTY & HEAVY DUTY PICKUPS TRUCKS, ONE HEAVY DUTY MOVING VAN & ONE HEAVY DUTY BUCKET TRUCK 60 FT. <small>(Continued on the attached pages)</small>	See page 06			\$

DUN & BRADSTREET ID NUMBER: _____

OFFEROR

Name and Address <small>(Street, city, county, state, and zip code)</small>	Name and Title of Person Authorized to Sign Offer (Print or Type)
Signature	Offer Date

Check if remittance is different from above — enter such address in Schedule

AWARD (To be completed by The Authority)

ACCEPTANCE AND AWARD ARE HEREBY MADE FOR THE FOLLOWING ITEM(S):

ITEM NO.	QUANTITY	UNIT	UNIT PRICE

The total amount of this award is \$ _____

Name of Contracting Officer (Print of Type)

WASHINGTON METROPOLITAN TRANSIT AUTHORITY

AWARD DATE

SOLICITATION, OFFER AND AWARD

CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION **RFP FQ18115**

Amendment Number _____	Dated _____
Amendment Number _____	Dated _____
Amendment Number _____	Dated _____
Amendment Number _____	Dated _____
Amendment Number _____	Dated _____
Amendment Number _____	Dated _____

Failure to acknowledge receipt of all amendments may render the offer unacceptable.

Authorized Signature

Company Name

Date

PRICE SCHEDULE SHEET

SCHEDULE OF PRICES

ITEM #	VEHICLE DESCRIPTION	MODEL YEAR	MAKE	MODEL	QTY	UNIT PRICE	EXTENDED PRICE	LEAD TIME
1	PICKUP TRUCK, 5 TON RC 4WD SHORT BED				1			
2	PICKUP TRUCK 1.0 TON EC 4 WD SRW 8 FT W/CAB GUARD, PLOW TG SPREADER LT BAR STROBES TOW PKG CHEVRON				2			
3	PICKUP TRUCK 1.0 TON CC 4WD SRW 8FT W/CAB GUARD LIFT GATE STROBES TOW PKG				11			
4	HD MOVING VAN				2			
5	HD BUCKET TRUCK 60 FT				1			

*****	TRAINING (Hours*Cost * People)		
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SPECIFIC VEHICLE SPECIFICATIONS IN PART III TECHNICAL SPECIFICATIONS

 Authorized Signature

 Company Name

 Date

RFP SOLICITATION INSTRUCTIONS

1. INTRODUCTION

- (a) The Authority seeks to award a contract to provide non police Service Vehicles to support the Phase II of the Silver Line. To that end, it is issuing this Request for Proposals (RFP) to solicit proposals from qualified firms and individuals who can satisfy the requirements described herein.
- (b) Since this is a Best Value solicitation, award of a Contract hereunder shall be to the offeror whose proposal provides the best overall value to the Authority, based upon application of the evaluation criteria set forth in herein
- (c) Since this is a Low Price Technically Acceptable (LPTA) solicitation, award of a Contract hereunder shall be to the offeror whose proposal is deemed by the Authority as satisfying all technical requirements for acceptability stated in the solicitation and offers the lowest price of those satisfying all such requirements.
- (d) The Authority contemplates award of a Firm Fixed Price contract. Unless otherwise specified in the Price Schedule, the Authority reserves the right to make multiple awards pursuant to this solicitation.

(d) **REQUIREMENTS CONTRACT**

N/A

2. GOODS TO BE FURNISHED/SERVICES TO BE SUPPLIED

In preparing their proposals, Offerors are advised that:

- (a) If “services” are to be performed pursuant to this solicitation, they must be provided in all respects as specified in the Contract and include the services to be furnished, together with any labor, materials or other work necessary for satisfactory and complete performance.
- (b) If “supplies” are to be provided pursuant to this solicitation, they must be delivered in all respects as specified in the Contract and include the items to be furnished, together with any labor, service or other work necessary for satisfactory and complete performance.

- (c) Contractor agrees that project property will remain available to be used for its originally authorized purpose throughout its useful life or disposition.

3. COMMUNICATIONS WITH THE AUTHORITY

Prospective Offerors are advised that any and all communications with WMATA relating to this solicitation and made by, or on behalf of, a prospective offeror at any time between release of this Request for Proposals and Contract award , must be directed to the Contract Administrator as follows: JOE BOWE at jbowe@wmata.com or 202-062-2530.

A violation of this provision, deemed willful by the Authority, may result in a determination that an offeror is not responsible, and thus ineligible for award, for purposes of this and/or future Authority solicitations.

4. PREPARATION OF OFFERS

- (a) Offerors shall furnish all information requested by the solicitation and, in so doing, are expected to examine the Request for Proposals and all referenced documents carefully. Failure to do so will be at Offerors risk.
- (b) The Offeror shall sign the solicitation and print or type its name on the Price Schedule and on each continuation sheet if an entry has been made. Erasures or other changes must be initialed by the person signing the offer.
- (c) Offerors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation
- (d) In preparing its proposal, an offeror should be aware that all prices for the work shall be deemed to include the cost of all work, labor and materials required by the Contract including, without limitation, delivery charges, insurance, bond premiums or any other expenses required by this Contract, as well as expenses associated with compliance with Federal, state or local laws or regulatory requirements. All prices are deemed to be F.O.B. Destination.

5. EXPLANATIONS TO OFFERORS

- (a) Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation or Contract including, without limitation, the terms and conditions, technical specifications or Statement of Work, and Contract drawings, must be requested in writing with sufficient time allowed for a reply to reach all Offerors before proposal closing. Absent extraordinary circumstances, all inquiries must be transmitted in a time frame to ensure the Contracting Officer's receipt at least ten (10) days prior to the date specified for proposal closing. All such requests must be submitted via e-mail or first class mail to the Contract Administrator identified in Paragraph 3. Include the RFP number and Contract title in any correspondence.
- (b) Any information that the Authority furnishes to a prospective offeror relating to the solicitation will be provided in writing to all prospective Offerors in the form of an amendment if, in the Contracting Officer's judgment, the information is necessary to the preparation and/or submittal of proposals or the lack of such information would be otherwise prejudicial to other prospective Offerors. Offerors must acknowledge receipt of all

Amendments on the form provided.

- (c) Offerors are advised that oral explanations, representations or instructions of any kind relating to the subject matter of this solicitation given at any time before award of the Contract by any employee, officer or agent of the Authority, will not be binding upon the Authority. The Authority does not assume responsibility for the accuracy of any such communication.
- (d) The failure of a prospective offeror to request an explanation will serve to preclude it from claiming any ambiguity, inconsistency or error that should have been discovered by a reasonably prudent offeror.

6. PRE-PROPOSAL CONFERENCE

N/A

7. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS

- (a) The Authority reserves the right to amend any of the terms of this RFP or the Contract, prior to the date set for the proposal closing. Copies of any such amendments as may be issued will be furnished in writing to all prospective proposers.
- (b) If, in the Contracting Officer's judgment, any amendment(s) would require material changes to price proposals and/or other substantive element(s) of the proposals, the date set for proposal closing may be postponed for such period as, in the Contracting Officer's opinion, will enable Offerors to revise their proposals. In such instances, the amendment will include an announcement of the new date for proposal closing.
- (c) In the event of an amendment, all other terms and conditions of the solicitation shall remain unchanged.

8. ACKNOWLEDGMENT OF AMENDMENTS

Offerors are required to acknowledge receipt of all amendment(s) to the solicitation on the designated form to be submitted with their proposal. Failure to do so may, at the Contracting Officer's discretion, jeopardize the Offerors right to have its proposal reviewed by the Authority.

9. SUBMISSION OF PROPOSALS

Proposals, and any revisions thereto, shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Proposals shall show the hour and date specified in the

Solicitation for proposal closing, the solicitation number, and Offerors name and address on the face of the envelope. Faxed proposals will not be considered.

10. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

Offerors shall submit proposals as follows:

(a) Proposal Format

The original of Volumes 1 and 2 shall be unbound. All copies of Volumes 1 and 2, as well as Volume 3, will be separately bound. All copies shall have the RFP number, the proposer's identity, volume number, and volume title printed on the cover page. Volumes shall be submitted in the following order:

- (1) Volume I – Cost/Price - One (1) original and any required copies of the cost/price proposal;
- (2) Volume II – Technical - One (1) original and any required copies of the technical proposal (**Shall not include cost/price information**);
- (3) Volume III – Contractual - One (1) original and any required copies of the completed, signed solicitation documents to include Representations, Certifications, Pre-Award Data, Certificate(s) of Insurance, DBE requirements per Appendix B (if applicable), SBE requirements per Appendix B-1 (if applicable) and amendments, if any.
- (4) **In addition to the above requirements Offerors MUST include either a USB or CD that contains all the above Volumes.**

(b) Cost/Price. All information relating to cost or pricing data must be included in Volume I. Under no circumstances shall cost or pricing data be included elsewhere in the proposal.

(c) Technical Proposal. The technical proposal should address the stated Evaluation Criteria in such a manner as to enable the Authority to engage in a thorough evaluation of its overall technical merit. Technical proposals shall be specific, detailed and complete and shall demonstrate that the offeror has a thorough knowledge and understanding of the Contract's requirements. Offerors shall avoid generalized statements that for example, paraphrase the specifications or attest that "standard procedures will be employed." The Authority wishes to be satisfied that the offeror maintains an understanding of the specific Contract requirements and maintains the means to fully satisfy them.

(d) Contractual. The Contractual volume shall contain a completed, signed Solicitation, Offer and Award form and include Representations, Certifications, Pre-Award Data, Certificate(s) of Insurance, DBE requirements per Appendix B (if applicable), SBE requirements per Appendix B-1 (if applicable) and any amendments. In the event that the offeror takes any exception to any of the Contract's terms and conditions, wishes to propose alternative Contract language or is otherwise unwilling or unable to satisfy any of the Contract's requirements such information should be clearly noted on the first page(s) of Volume III of the proposal. Failure to take exception shall constitute the offeror's acceptance.

11. LATE SUBMISSIONS AND REVISIONS OF PROPOSALS

(a) Any proposal or revision received at the office designated in the solicitation after the time specified for proposal closing will not be considered unless it was sent, properly addressed:

- (1) By registered or certified U.S. or Canadian mail not later than the fifth (5th) day before the date specified for proposal closing. (e.g. A proposal or revision relating to a solicitation with a closing date of the 20th of a month must have been placed in registered or certified mail by not later than the 15th of such month.);
 - (2) By first class mail, if the Contracting Officer determines that the late receipt was due solely to the Authority's mishandling after delivery on its premises; or
 - (3) By U.S. Postal Service, Express Mail, Next Day Service, not later than 5:00 p.m. at the place of mailing two (2) business days prior to the date specified for proposal closing; or
- (b) A revision submitted after the date and time set for proposal closing will only be accepted if the Contracting Officer authorizes it. A submission in the nature of a Best and Final Offer ("BAFO") received after the time and date specified in the Contracting Officer's request for BAFOs will not be considered unless received before award and, in Contracting Officer's judgment, the late delivery was not attributable to the Offerors acts or omissions.
 - (c) The only acceptable evidence to establish the time of receipt by the Authority is the time/date stamp of that event on the proposal or any other documentary evidence of receipt maintained by the Authority.
 - (d) A proposal received after proposal closing may be considered if it is the only proposal received for the solicitation, or if a late revision of any otherwise successful proposal makes its terms more favorable to the Authority.

12. **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by written notice received by the Authority before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is appropriately demonstrated and the representative signs a receipt for the proposal before award. A proposal may not be withdrawn after ninety (90) days from proposal closing without the Contracting Officer's written approval.

13. **RECEIPT AND REVIEW OF PROPOSALS BY THE AUTHORITY**

- (a) There will be no public opening of proposals for this solicitation. Proposals will be opened by the designated Authority representative and copies of the three (3) volumes of the proposal will be distributed for review by Authority designated personnel only, as appropriate. All reasonable efforts will be made to ensure confidentiality of the information contained in the proposals, consistent with applicable provisions of law.
- (b) The Authority may award a Contract on the basis of the initial proposals as evaluated in accordance with the Evaluation Criteria, without discussions. Accordingly, the initial proposal should contain the Offerors best terms from both a price and technical standpoint.
- (c) Notwithstanding a determination by the Authority to proceed without conducting substantive negotiations or discussions with Offerors, the Authority may engage in communications with one (1) or more Offerors relating to clarification(s) of their proposals.
- (d) The Contracting Officer may, in his or her discretion engage in oral or written discussions with one (1) or more Offerors regarding the Authority's understanding of the proposals

And/or to discuss deficiencies in the initial proposals. In determining those Offerors with whom he or she chooses to engage in discussions, the Contracting Officer shall first make a determination regarding the initial proposals that he or she deems to be within the competitive range for Contract award. The Contracting Officer shall conduct discussions with all Offerors submitting proposals that are within the competitive range.

- (e) The Contracting Officer may, following such discussions, direct those Offerors whose proposals are within the competitive range to submit Best and Final Offers (“BAFOs”). In such instances, the Contracting Officer shall award the Contract based upon his or her review of the BAFOs in accordance with the Evaluation Criteria. Nothing contained herein shall limit, modify or impair the Contracting Officer’s right to engage in any additional oral or written discussions or other communications relating to the solicitation that may, be consistent with the Authority’s best interests.
- (f) The Contracting Officer may conduct discussions with Offerors only for the purpose of making an unacceptable proposal acceptable. If all initial proposals are technically acceptable, the Authority may not conduct further discussions with Offerors prior to Contract award.
- (g) The Contracting Officer may request revised price proposals from all Offerors who are technically acceptable.
- (h) The Authority maintains the right to waive informalities and minor irregularities in proposals at any time during the solicitation process.

14. EVALUATION CRITERIA AND BASIS FOR AWARD

TECHNICALLY ACCEPTABLE – LOW PRICE

- (a) The Authority will award a Contract resulting from this solicitation to the responsible offeror(s) whose proposal conforms to the solicitation and is determined to be the lowest priced among those proposals rated “technically acceptable.” For purposes of determining whether a proposal is “technically acceptable” for purposes of this solicitation, the following Criteria for Acceptability shall apply:
- (b) The Authority reserves the right to award this Contract without discussions or further communications concerning the proposals received. Proposals should contain the offeror’s best terms from both a price and technical standpoint. The Contracting Officer reserves the right to engage in oral or written communications with proposers, if necessary to make an unacceptable proposal acceptable.
- (c) Price evaluations will be based on the total cost to the Authority for base year requirements, plus any option years.
- (d) The elements of the technical proposal will be rated in accordance with the Criteria for Acceptability. Only those proposal(s) as are deemed acceptable in terms of their overall technical merit shall remain eligible for potential award.

EVALUATION CRITERIA FOR AWARD AND BASES FOR AWARD:

In conducting this assessment proposals will be evaluated based upon application of the following Evaluation Criteria: The Authority will award a contract to the responsible Offeror whose proposal conforms to the solicitation and is judged to be the most advantageous to the Authority based on an overall assessment of technical merit and price in accordance with the Evaluation Criteria below:

(1) FIRM'S EXPERIENCE, CAPABILITIES AND RESOURCES

With this section must provide references where Offeror's Firm has provided vehicles similar to vehicles specified in the technical specifications. References must be where vehicles were sold within the last five (5) years and include company names, contract information and identify type of vehicle(s) sold.

Offeror must demonstrate that satisfactory facilities and resources are presently available to ensure technical requirements are successfully accomplished. NOTE: WMATA reserves the right to visit and inspect Offeror's facility before and after contract award.

Also Offeror must identify whether any of the work will be performed by subcontractors, if so, list percentage of work the subcontractor will perform and describe how levels of responsibilities will be monitored if subcontractors are used.

(2) QUALITY ASSURANCE AND PERFORMANCE ACCEPTANCE CRITERIA

With this section Offeror must address with how management oversight will be provided for maintaining quality assurance as required by the Scope of Work and also identify how complaints will be resolved within thirty (30) days after notification.

WMATA will perform a first Article Inspection on one (1) vehicle from each specification item number prior to acceptance as defined in the scope of work and vehicle specifications.

Also Offeror must verify ability to meet requirements listed in Appendix A-1, Vehicle Specifications (this Appendix must be completed and returned with "required submittals requested below).

(3) Technical Considerations Most Important:

The Authority is more concerned with obtaining superior technical or business management features than with making an award at the lowest overall cost to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical or management features.

15. **RATINGS FOR ACCEPTABILITY CRITERIA (LOW PRICE, TECHNICALLY ACCEPTABLE, ONLY):**

Each criterion will be rated using the following scoring method:

Definition:

Acceptable Meets criteria for acceptability/evaluation standards required under the technical provisions. Weaknesses are correctable.

Marginal Fails to meet criteria for acceptability/evaluation standards. Any significant deficiencies are correctable. Lacks essential information to support a proposal.

Unacceptable Fails to meet a criterion for acceptability or an acceptable evaluation standard and the deficiency is uncorrectable. Proposal would have to undergo a major revision to become acceptable. Demonstrated lack of understanding of WMATA's requirements or omissions of major areas.

A rating of "Acceptable" is required to be eligible for award consideration. An initial proposal that is marginal must be determined to be either acceptable or unacceptable before any award(s) can be made. Offerors are cautioned to be aware of these standards when preparing proposals.

16. **PRICE PROPOSAL EVALUATION**

- (a) The Contracting Officer will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Costs will be evaluated in terms of the following:
- (1) Submittal of proposed prices for both the base year (s) and the option year(s), if any;
 - (2) Any offer that is materially unbalanced may be rejected. An unbalanced offer is one
(1) that is based on prices that are significantly overstated for some items and understated for other items;
 - (3) The Contracting Officer will compare the price proposals to the Authority's estimate and otherwise determine reasonableness by performing a price analysis, if adequate competition exists. If, in the Contracting Officer's judgment, adequate price competition does not exist, he or she will conduct a cost analysis in order to ascertain whether the proposed price is fair and reasonable;
- (b) The Offeror shall provide certified cost or pricing data if the Contracting Officer requests it.

17. **TECHNICAL PROPOSAL EVALUATION**

The Authority will evaluate the technical proposals in accordance with the "Criteria for Acceptability" set forth in paragraph 14, above. A proposal that fails to meet the minimum standard for acceptability with respect to each element may be deemed technically unacceptable and thus ineligible for award, regardless of price.

18. PRE-AWARD INFORMATION/CONTRACTOR RESPONSIBILITY

- (a) In order to be eligible for award of a Contract, a proposer must affirmatively demonstrate to the Contracting Officer's satisfaction that it is responsible for purposes of this solicitation. Such demonstration must include a showing that it maintains the requisite integrity, overall technical expertise and experience, (including prior performance on other Authority contracts or contracts with other government agencies), and sufficient financial resources to perform the Contract in a timely, satisfactory and appropriate manner. Failure to so demonstrate may result in rejection of the offeror as not responsible.
- (b) The Contracting Officer may conduct a pre-award survey and/or take other actions to obtain information regarding the proposer's responsibility, if its offer is in the competitive range or is otherwise under consideration for award. The proposer shall promptly supply information that the Contracting Officer requests regarding its responsibility in such manner and form as he or she requests.
- (c) Among other items, a proposer shall furnish the following when the Contracting Officer requests:
 - (1) A completed and signed "Pre-Award Evaluation Data" form (copy attached), including all referenced financial statements and information;
 - (2) Evidence of good standing in the System for Award Management (SAM) at www.sam.gov.
 - (3) Disadvantaged Business Enterprise data as set forth in Appendix B. The submittal of certain items and request for waiver (if applicable) are required if the proposal is \$150,000 or greater. Failure to submit forms B-12, B-13, and/or to request waivers (if applicable) may cause the proposal to be rejected. An offeror's failure to supply this information or otherwise fully cooperate with the Authority's inquiry may result in a determination that the offeror is not responsible for purposes of this solicitation and thereby ineligible for award.
 - (4) Small Business Enterprise (SBE) documentation (if applicable) as set forth in Appendix B-1. The offeror's failure to supply this information or otherwise fully cooperate with the Authority's inquiry may result in a determination that the offeror is not responsible for purposes of this solicitation and thereby ineligible for award.

19. PRE-AWARD MEETING

The Authority reserves the right to require that a pre-award meeting be held with the apparent successful offeror prior to Contract award in order to review the Offerors understanding of the Contract's requirements and/or further assist the Authority in determining the Offerors responsibility for purposes of award. The Contractor shall be represented at such meeting by individual(s) fully familiar with the Contractual requirements including, where so requested by the Contracting Officer, representative(s) of one or more major subcontractor(s).

22. CONTRACT AWARD

- (a) At the conclusion of the technical and price evaluation processes, the Contracting Officer will award a Contract to the responsible offeror whose proposal conforms to the solicitation and is the most advantageous to the Authority based upon application of the Evaluation Criteria. Such determination shall be based upon the initial proposals received where the Contracting Officer determines not to conduct discussions or shall be based upon the BAFOs, if the Contracting Officer directs their submission.
- (b) A written award mailed or otherwise furnished to the successful offeror at any time prior to withdrawal of the proposal shall result in a binding Contract without further action by either party. Discussions conducted after receipt of an offer do not constitute the Authority's rejection or counteroffer.
- (c) The Authority reserves the right to reject and any or all proposals received and decline to enter into a Contract pursuant to this solicitation, if it deems such action is in the Authority's best interests.

23. PERFORMANCE/PAYMENT BONDS

N/A

24. DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

Attached as part of this solicitation are documents outlining the requirements for the Disadvantaged Business Enterprise (DBE) Program: **The DBE requirement/goal for this Contract is ZERO unless a good faith waiver is requested and approved?**

- (a) If the proposal is over \$150,000, in order for the Offeror to be considered responsible, the following documents (See Appendix B) shall be completed and submitted with the proposal:

Schedule of DBE Participation

Letter of Intent to Perform as Subcontractor/Joint Venture
(If applicable)

DBE Unavailability Certification
(Where applicable)

Written request for waiver, when DBE participation is less than stated percentage.

- (b) If this Contract involves a Small Business Enterprise (SBE) set-aside, the provisions of Appendix B-1 are applicable. Appendix B-1 forms must be completed by each offeror to insure that its proposal is acceptable.

The provisions of Appendix B (if attached) do not become applicable and forms do not have to be completed, unless the total proposal price is \$150,000 or more. If the offer is \$150,000 or more and any portion of the submittal requirement is omitted, then the proposal may be found to be unacceptable and subsequently rejected. Appendix B forms and/or waivers must be completed with great care by each Offeror to ensure that the proposal is acceptable.

25. OPPORTUNITY FOR DISADVANTAGED BUSINESS ENTERPRISES TO PROPOSE

The Washington Metropolitan Area Transit Authority hereby notifies all prospective offerors that it will affirmatively ensure that disadvantaged minority business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the basis of race, color, creed, sex, religion, national origin, disability, sexual preference or gender identity in consideration for award.

26. WMATA'S TAX EXEMPT STATUS

(a) Pursuant to Article XVI, Paragraph 78, of the Washington Metropolitan Area Transit Authority's Compact, as adopted by the State of Maryland, the District of Columbia, and the Commonwealth of Virginia, with the authorization and consent of the Congress of the United States, the Authority has been accorded exemption from taxes as follows:

"The Authority and the Board shall not be required to pay taxes or assessments upon any of the property acquired by it or under its jurisdiction, control, possession or supervision, or upon its activities in the operation and maintenance of any transit facility or upon any revenues therefrom, and the property and income derived therefrom shall be exempted from all Federal, State, District of Columbia, municipal, and local taxation. This exemption shall include without limitation, all motor vehicle license fees, sales taxes and motor fuel taxes."

(b) By submission of its proposal, the Offeror certifies that none of the taxes that the Authority is exempt from are included in its cost proposal.

27. RESTRICTION ON DISCLOSURE AND USE OF DATA

The Authority shall provide all reasonable precautions to ensure that proprietary, technical and pricing information remains within the review process. Offerors shall attach to any proprietary data submitted with the proposal the following legend:

- (a) "This data furnished pursuant to this RFP shall not be disclosed outside the Authority, be duplicated, or used, in whole or in part, for any purpose other than to evaluate the offer. If a Contract is awarded on the basis of this offer, the Authority shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever.
- (b) This information does not limit the Authority's right to use information contained in this data, if the Authority obtains it from another independent, legitimate source.
- (c) Except for the foregoing limitation, the Authority or its agents may duplicate, use, and disclose in any manner and for any purpose whatsoever, all data furnished in response to this solicitation."

28. ENGLISH LANGUAGE AND UNITED STATES CURRENCY

With respect to both this solicitation and the resultant Contract:

- (a) All communications (oral, written, electronic and otherwise including but, not limited to, software coding) shall be in the English language.

- (b) All pricing shall be in United States dollars.

29. BRAND NAME OR EQUAL

- (a) If items called for by this RFP have been identified in the Price Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering "equal" products including products of the brand name manufacturer other than the one (1) described by brand name will be considered for award, if such products are clearly identified in the proposals and the Authority determines them to fully meet the salient characteristics (physical, functional, or performance) requirements in the Statement of Work (SOW).
- (b) Unless the Offeror clearly indicates in its proposal that it is offering an "equal" product, the proposal shall be considered as offering a brand name product referenced in the RFP.
- (c) If the Offeror proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished in the space provided in the RFP, or such product shall be otherwise clearly identified in the proposal. The determination as to equality of the product offered shall be at the Authority's sole discretion.

CAUTION TO OFFERORS. WMATA is not responsible for locating or securing any information that is not identified in the proposal and reasonably available to the Authority. The Offeror must furnish as a part of its proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Authority to determine whether the product offered meets the salient characteristics of the RFP.

The information furnished may incorporate by specific reference, information previously furnished or otherwise available to the Authority. If the Offeror proposes to modify a product to make it conform to the RFP, it shall include in the proposal, a clear description of such proposed modifications, and clearly mark any descriptive material to show the proposed modifications.

30. REQUESTS FOR RECORDS

The Washington Metropolitan Area Transit Authority (WMATA), in the regular course of business, may receive from the public, including prospective vendors and bidders, requests for records on a variety of topics. It is WMATA's policy to make official agency records, including electronic records, available to the public, unless specifically prohibited by WMATA's policy or applicable laws.

- (a) "Records" means any existing writings, drawings, maps, recordings, tapes, film, microfilm, correspondence, forms, cards, photographs, optical disks, photo copies, and records stored by computer (electronic records) that are made or received by WMATA in connection with a public contract. A record does not include uncirculated personal notes, papers, electronic records and any other records that were created and retained solely as work papers for personal use of the Contracting Officer, Contract Administrator or other WMATA employee.
- (b) WMATA's contracting process allows for the release/posting of certain information concerning this Contract after its award. This includes the name of the successful offeror

and the amount of the award. This information is available on WMATA's website under "Business with Metro" or directly from the Contract Administrator.

- (c) Upon WMATA's request, the successful Offeror shall be required to provide a redacted copy of the successful technical and price proposals with confidential and proprietary information redacted.
- (d) After the award is announced, the winning proposal may be subject to release under WMATA's Public Access to Records Policy (PARP).
- (e) When WMATA determines that a successful proposal will be of wide public interest, WMATA will post the redacted proposal on its website. When WMATA receives three (3) or more requests for a successful proposal, WMATA will post the redacted proposal on its website.
- (f) Requests for Records that are not made available during the procurement process and that are not generally made available during the de-briefing process will be submitted in accordance with the PARP. Requests must be in writing and sent by mail to the Office of General Counsel, Washington Metropolitan Area Transit Authority, 600 Fifth Street, NW, Washington, D.C. 20001, or by electronic mail at parpprivreq@wmata.com or by facsimile to the attention of the PARP Administrator at (202) 962-2550. If a request for records is sent directly from the requestor to a Contract Administrator, department, or independent office, that entity shall immediately forward the request to the PARP Administrator in the Office of General Counsel. If records are subject to a PARP request, a member of the PARP team will contact the company to begin the PARP document review process, which includes providing detailed written justifications for any information for which exemptions are claimed.
- (g) Neither WMATA's proposal/debriefing process nor the PARP process generally allow for the release of information that would cause competitive harm to the proposers, other organizations, WMATA's employees, or interests. Information that will be withheld includes the following:
 - (1) The names of unsuccessful Offerors;
 - (2) The technical and price proposals of unsuccessful Offerors;
 - (3) Personal information (this does not include education and qualifications which are released) about the successful Offeror or its employees that is not available to the public on the website of the successful Offeror;
 - (4) Unit price details of the successful price proposal (this does not include the bottom line price, which is released);
 - (5) WMATA's technical evaluation of any proposals submitted to WMATA pursuant to a solicitation;
 - (6) The names of the vendors who file a protest to the solicitation or its award;
 - (7) The written adjudication of any protests;
 - (8) Personal information concerning WMATA's employees; and
 - (9) Trade secrets and confidential commercial or financial information obtained from an Offeror.
- (h) If your company's records are subject to a PARP request (i.e., if it is the successful Offeror), a broad claim of confidentiality for the entire proposal or pages of the proposal is

rarely acceptable, and will likely be rejected during the PARP process. Therefore, WMATA suggests that you narrowly identify your confidential/proprietary information based on the following guidance:

(i) Information that may be withheld/redacted:

- (1) Detailed pricing except bottom line offer amounts;
- (2) Trade Secrets;
- (3) Unique proprietary solutions not publicly known;
- (4) Employee/personnel names below the executive level; however, information regarding qualifications of employees is released; and
- (5) Subcontractor/vendor identities, if not publicly known.

(j) Public information subject to release:

- (1) Any information on your company's website;
- (2) Publicly known information (even if not on your company's website);
- (3) General company background;
- (4) Mere compliance with RFP requirement; and
- (5) Anything standard to the industry.

31. NOTICE OF PROTEST POLICY

- (a) The Authority's procedure for the administrative resolution of protests is set forth in Chapter 17 of WMATA's Procurement Procedures Manual (PPM). The procedures contain strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters.
- (b) The basis on which FTA will review a grantee's protest decision is defined in §17-8. FTA will generally exercise discretionary jurisdiction over cases deemed to involve issues important to the overall third party contracting program. FTA's decision to decline jurisdiction over a protest does not imply approval of or agreement with the agency's decision or that FTA has determined that this Contract is eligible for Federal participation.
- (c) Alleged violation must be submitted to the Contracting Officer who will administratively decide the protest.
- (d) The United States District Courts for the Districts of Maryland, Virginia and the District of Columbia, and the local courts in Maryland, Virginia and the District of Columbia have jurisdiction over court actions concerning protest decisions.

REPRESENTATIONS & CERTIFICATIONS

Instructions: Check or complete all applicable boxes or blocks on this form and submit it with your offer.

1. TYPE OF BUSINESS ORGANIZATION

By submission of this offer, the Offeror represents that it operates as an individual, a partnership, a limited liability company, a joint venture, a nonprofit organization, or a corporation, incorporated under the laws of the State of _____.

Name	Signature
Title	Company
Date	

2. AFFILIATION AND IDENTIFYING DATA

Each Offeror shall complete 2.1, 2.2 if applicable, and 2.3 below, representing that:

2.1 It is, is not, owned or controlled by a parent company. For this purpose, a parent company is defined as one that either owns or controls the activities and basic business policies of the Offeror. To own another company, means that the parent company must own at least a majority, i.e., more than fifty percent (50%), of the voting rights in that company. To control another company, such ownership is not required. If another company is able to formulate, determine or veto the Offerors basic business policy decisions, such other company is considered the parent of the Offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, Contractual arrangements or otherwise.

2.2 If the Offeror is owned or controlled by a parent company, it shall insert in the space below the name and main office address of the parent company:

 Name of Parent Company

 Main Office Address (including ZIP Code)

2.3 If the Offeror has no parent company, it shall provide in the applicable space below its own employer's identification number (E.I.N.), (i.e., number used on Federal tax returns or, if it has a parent company, the E.I. N. of its parent company).

Offeror E.I. N.: _____ or, Parent Company's E.I. N.: _____

Name	Signature
Title	Company
Date	

3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

This representation is applicable to federally assisted contracts. By submission of this offer, the offeror represents that:

- 3.1 It [] has, [] has not, participated in a previous contract or subcontract subject to either the Equal Opportunity Clause of this solicitation, or the clause contained in Parts II and IV of Executive Order 11246, as amended; that prohibits discrimination on the basis of race, color, creed, national origin, sex, age; and
- 3.2 It [] has, [] has not, filed all required compliance reports; and
- 3.3 Representations indicating submittal of required compliance reports signed by proposed subcontractors will be obtained prior to subcontract awards.

Name	Signature
Title	Company
Date	

4. DISADVANTAGED BUSINESS ENTERPRISE

This representation is applicable to federally assisted contracts. By submission of this offer, the offeror represents that:

- 4.1 It [] is, [] is not, a disadvantaged business enterprise.

"Disadvantaged Business Enterprise" means a for-profit small business concern that is at least fifty one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged individuals or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it.

"Socially and Economically Disadvantaged Individual" is defined in Appendix B. Notice of Requirements for Disadvantaged Business Enterprise (DBE). By submission of this offer, the offeror represents that:

- 4.2 It [] is, [] is not, currently certified by Metropolitan Washington Unified Certification Program (MWUCP) as a disadvantaged business enterprise.
- 4.3 **Special Certification Requirements for Transit Vehicle Manufacturers.** Each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA funded transit vehicle procurements, must certify that it has complied with the DBE requirements of 49 C.F.R. Part 26.

The Offeror represents that it [] is or [] is not a transit vehicle manufacturer and [] has or [] has not complied with the DBE requirements of 49 C.F.R Part 26.

Name	Signature
Title	Company

5. SMALL BUSINESS ENTERPRISE (MAY 2015)

“Small Business Enterprise” means a for profit small business concern that is at least fifty one percent (51%) owned by one (1) or more individual(s) who are economically disadvantaged. “Economically Disadvantaged Individual” is defined in Appendix B-1, Definitions, in Notice of Requirements for Small Business Enterprise (SBE) Program.

5.1 It is, is not, a small business enterprise. A firm must be a small business as defined by the U.S. Small Business Administration (SBA) by applying current SBA business size standards found in 13 C.F.R. Part 121 that are applicable to the type of work the firm seeks to perform in USDOT assisted contracts. The fifty one percent (51%) owner must be a U.S. citizen or permanent resident. A firm must be organized for profit in order to be eligible for SBE certification. The firm’s average gross receipts cannot exceed the overall USDOT size standard for a small business [\$23.98 million averaged over the three (3) previous fiscal years or part of year that the business has been in existence.] Set forth in 49 C.F.R. § 26.65, at least fifty one percent (51%) of the firm’s ownership must be held by individuals who meet the personal net worth (PNW) cap of \$1.32 million as prescribed by 49 C.F.R. § 26.67.

5.2 It is, is not, currently certified by WMATA as a small business enterprise.

Name	Signature
Title	Company
Date	

6. AFFIRMATIVE ACTION COMPLIANCE

This representation is applicable to federally assisted contracts of \$50,000 or more that are awarded to contractors with fifty (50) or more employees. By submission of this offer, the offeror represents that:

6.1 It has a workforce of _____ employees.

6.2 It has developed and has on file, or has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. §§ 60.1 and 60.2), or

6.3 It has not previously had contracts subject to the written affirmative action program requirements of the rules and regulations of the U.S. Secretary of Labor.

Name	Signature
Title	Company
Date	

7. COVENANT AGAINST GRATUITIES

By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any Board member, employee or agent of the Authority with the view toward securing favorable treatment in the awarding, or administration of this Contract.

Name	Signature
Title	Company
Date	

8. CONTINGENT FEES

By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- 8.1 It [] has, [] has not, employed or retained any company or persons (other than a full-time, bona fide employee working solely for the Offeror) to solicit or secure this Contract, and
- 8.2 It [] has, [] has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract.

Name	Signature
Title	Company
Date	

9. CLEAN AIR ACT AND CLEAN WATER ACT CERTIFICATION

This certification is applicable if the Contract will be federally assisted and the offer exceeds \$150,000, or the Contracting Officer believes that orders under an indefinite type Contract in any year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. § 7413(c)(1)] or the Clean Water Act [33 U.S.C. § 1319(c)], is listed by the U.S. Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt:

- 9.1 Any facility to be utilized in the performance of this Contract [] is, or [] is not listed on the EPA's List of Violating Facilities;
- 9.2 Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communications from the Administrator, or a designee of the EPA, indicating that any facility that it proposes to use in the performance of this Contract is under consideration to be listed on the EPA's List of Violating Facilities; and
- 9.3 Offeror will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Name	Signature
Title	Company
Date	

10. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is applicable to federally assisted contracts over \$25,000.

10.1 Primary Covered Transactions. This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of any resultant Contract.

10.1.1 In accordance with the provisions of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180, Subpart C, the Offeror certifies to the best of its knowledge and belief that it and its principals:

10.1.1.1 are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

10.1.1.2 have not, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

10.1.1.3 are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this certification; and have not, within a three (3) year period preceding this offer, had one (1) or more public transactions (Federal, state, or local) terminated for cause or default.

10.1.2 Where the Offeror is unable to certify to any of the statements in this certification, the Offeror shall attach an explanation to this offer.

10.2 Lower Tier Covered Transactions. This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of this Contract.

10.2.1 The prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or agency.

10.2.2 Where the prospective lower tier subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10.3 The Certification required by 10.2, above, shall be included in all applicable subcontracts and the Contractor shall keep a copy on file. The Contractor shall be required to furnish copies of certifications to the Contracting Officer upon his or her request.

Name	Signature
Title	Company
Date	

11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

11.1 By submission of its offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

11.1.1 The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or with any other competitor;

11.1.2 Unless otherwise required by law, the prices that are quoted in this offer have not been knowingly disclosed by the Offeror and will not be knowingly disclosed by the offeror prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and

11.1.3 No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer, for the purpose of restricting competition.

11.2 Each person signing this offer certifies that:

11.2.1 He or she is the person in the Offerors organization responsible for the decision regarding the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 11.1.1 through 11.1.3 above; or

11.2.2 He or she is not the person in the Offerors organization responsible for the decision regarding the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to 11.1.1 through 11.1.3 above; or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

12. CERTIFICATION OF NONSEGREGATED FACILITIES

This certification is applicable to federally assisted contracts over \$10,000.

- 12.1 By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - 12.1.1 It does not and will not maintain or provide for its employees, any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.
 - 12.1.2 The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract.
 - 12.1.3 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.
 - 12.1.4 It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
- 12.2 Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- 12.3 Retain such certifications in its files; and
- 12.4 Forward the following notice to such subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Non-segregated Facilities must be submitted prior to award of a subcontract exceeding \$10,000 that is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Name	Signature
Title	Company
Date	

13. NONDISCRIMINATION ASSURANCE

- 13.1 By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, in connection with this procurement, that it will not discriminate on the basis of race, color, creed, religion, national origin, sex, age, disability, sexual preference and/or gender identity in the performance of this Contract. The offeror is required to insert the substance of this clause in all subcontracts and purchase orders. The Contractor's failure to carry out these requirements is a material breach of this Contract, that may result in the termination of this Contract or such other remedy as the Authority deems

appropriate. The offeror further agrees by submitting this offer, that it will include this certification, without modification, in all subcontracts and purchase orders.

Name	Signature
Title	Company
Date	

14. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification is applicable to federally assisted contracts if the offer exceeds \$150,000.

14.1 By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that to the best of his or her knowledge or belief:

14.1.1 No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

14.1.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Contract, the undersigned shall complete and submit Standard Form--LLL, "Disclosure of Lobbying Activities."

14.1.3 The undersigned shall require that the language of this certification be included in all sub-awards (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) at all tiers and that all sub-recipients shall certify and disclose accordingly.

14.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.

14.3 The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. § 3801, *et.seq.* apply to this certification and disclosure, if any.

Name	Signature
Title	Company
Date	

15. BUY AMERICA ACT CERTIFICATION

The Buy America Act requirements apply to federally assisted construction contracts, and acquisition of goods or rolling stock contracts valued at more than \$150,000.¹

15.1 By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement it will comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7 Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11.

15.2 An offeror must submit to the Authority, the appropriate Buy America Act certification (below) with all offers on FTA funded contracts, except those subject to a general waiver. Offers that are not accompanied by a completed Buy America Act certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Mark the applicable certifications below:

15.2.1 Certification requirement for procurement of steel, iron, or manufactured products:

Certificate of Compliance with 49 U.S.C. § 5323(j)(1)

The offeror hereby certifies that it will meet the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. § 661.5.

Certificate of Non-Compliance with 49 U.S.C. § 5323(j)(1)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(1) and 49 C.F.R. § 661.5, but it may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. § 661.7.

15.2.2 Certification requirement for procurement of buses, other rolling stock and associated equipment:

Certificate of Compliance with 49 U.S.C. § 5323(j)(2)(C)

The offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and the regulations at 49 C.F.R. § 661.11.

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11, but may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. § 661.7.

Name	Signature
Title	Company
Date	

¹ If the funding for this Contract comes from an FTA grant issued before December 26, 2014, then the limit is \$150,000.

16. CERTIFICATION OF NON-DELINQUENT TAXES

This certification is applicable to federally assisted contracts.

- 16.1** By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - 16.1.1** It has not been convicted over the past three (3) years of violating any Federal criminal tax law or failed to pay any tax.
 - 16.1.2** It has certified if it has been notified of an unresolved tax lien or any unsatisfied Federal tax delinquency in excess of \$3,000 and that it is paying tax debts through an installment agreement or has requested a collections due process hearing.
 - 16.1.3** The offeror agrees that a breach of this certification is a violation of the Federal Acquisition Regulation (FAR).
 - 16.1.4** As used in this certification, the term "tax delinquency" means an outstanding debt for which a notice of lien has been filed in public records.
 - 16.1.5** It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - 16.2** Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the FAR.;
 - 16.3** Retain such certifications in its files; and
 - 16.4** Forward the following notice to such subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-DELINQUENT TAXES

A Certification of Non-Delinquent Taxes must be submitted prior to award of a subcontract exceeding \$150,000 that is not exempt from the provisions of the FAR. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Name	Signature
Title	Company
Date	

17. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS

For purposes of this disclosure, terms in bold are defined by the Code of Ethics for Members of the WMATA Board of Directors a copy of which is available at www.wmata.com. Financial interests include ownership interests and prospective and actual income. Firm includes parents, subsidiaries and affiliates.

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that to the best of its knowledge, information and belief in connection with this procurement:

17.1 [] No WMATA **Board member, household member or business associate** has a financial interest in this firm, in a **financial transaction** with the Authority to which this firm is a party or prospective party, or in an **actual or prospective business relationship with the Authority** to which this firm is a party.

17.2 [] The following WMATA **Board member(s), household member(s) or business associate(s)** has a financial interest in this firm, in a **financial transaction** with the Authority to which this firm is a party or prospective party, or in an **actual or prospective business relationship with the Authority** to which this firm is a party, Include in "Nature of Interest" below, a description of the financial interest and (1) for ownership interests, the value of the interest, the name and address of the firm in which the interest is held, and the total equity or equivalent interest of the firm; and (2) for income, the amount of all income received by the **Board member, household member or business associate** in the current and preceding fiscal year for services provided, and the name and address of the firm from which the income was received.

Name of Board Member Household Member or Business Associate	Nature of Interest
_____	_____
_____	_____
_____	_____

17.3 The certification required by 17.1 and 17.2 above shall be included in all subcontracts. The prime contractor shall furnish copies of certifications to the Contracting Officer and retain a copy for inspection upon his or her request.

Name	Signature
Title	Company
Date	

18. CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY)

By submission of this offer, the offeror certifies that:

18.1 It will contract with or engage a reputable third-party vendor to conduct, criminal background screenings of all Contractor personnel who will have access to WMATA's customers, WMATA's property, or WMATA's information in connection with this Contract. This requirement also applies to Contractors who engage with the general public on WMATA's behalf.

18.2 It will screen for criminal convictions, taking into consideration (1) the nature of the services or work being performed under the contract with particular regard for the individual's access to, and interaction with, WMATA's customers, property, and confidential information; (2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has

lapsed since the conviction and/or completion of the sentence, all Contractor personnel who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information and who work on this Contract during each calendar year within this Contract's period of performance. The Offeror will provide certification that it conducted these screenings to the Contracting Officer's Technical Representative (COTR) on a quarterly basis, on a form provided.

- 18.3** The Contractor shall submit to the COTR, a list of all employees and agents who will require Contractors' access badges not less than 7 days prior to the date on which access will be required.
- 18.4** The Offeror will determine that all Contractor personnel working on this Contract during the calendar year passed the Contractor's criminal background screening and will be in good standing and otherwise fit to work on this Contract.
- 18.5** The Offeror has not obtained or otherwise been made aware of any information about any Contractor personnel working on this Contract that contradicts or otherwise impacts the Contractor's determination that such persons passed the Contractor's criminal background screening and/or are fit to work on this Contract.
- 18.6** The Contractor will flow this requirement down to all of its subcontractors who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information within this Contract's period of performance.

Name	Signature
Title	Company
Date	

19. CERTIFICATION REQUIRED FOR ALL SAFETY-SENSITIVE² CONTRACTS.

- 19.1** By submission of this offer, the offeror represents and certifies that it will comply with the Federal Transit Administration (FTA) regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, and applicable provisions of the U.S. Department of Transportation (DOT) regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. Part 40.
- 19.2** Offeror agrees that its employees and agents, including but not limited to, safety-sensitive subcontractors will be enrolled in a drug and alcohol testing program that meets the policy and procedural requirements listed in Appendix A of this document.
- 19.3** Offeror understands that Washington Metropolitan Area Transit Authority (WMATA) will perform oversight during the contract's period of performance to ensure that the successful offeror complies with the DOT/FTA regulations.
- 19.4** Failure to comply with this certification may result in WMATA issuing sanctions and pursuing available contractual remedies.

² See the Combined Glossary for a definition of "safety-sensitive."

Name	Signature
Title	Company
Date	

PRE-AWARD EVALUATION DATA

PROJECT DESCRIPTION: _____

1. Name of firm _____

2. Address: _____

3. Individual Partnership Corporation Joint Venture

4. Date organized _____.

State where incorporated or organized _____.

5. Names of officers or partners:

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

6. How long has your firm been in business under its present name?

7. Attach as Schedule One (1) a list of similar current contracts that demonstrate your firm's technical proficiency, each with contract amount, name of contracting party, character or type of work and percentage of completion.

8. Attach as Schedule Two (2) a list of similar contracts, each with contract amount, name of contracting party, and character or type of work for similar contracts completed in the last two (2) years.

9. In the last two (2) years has your firm been denied an award where it was the offeror?

If the answer is yes, attach as Schedule Three (3) the full particulars regarding each occurrence.

10. Has your firm failed to complete, in the last two (2) years, any contract on which it was the offeror?

If the answer is yes, attach as Schedule Four (4), the full particulars regarding each occurrence.

11. Financial resources available as working capital for the Contract:

a. Cash on hand: \$ _____

- b. Sources of credit: _____
12. Attach as Schedule Five (5) financial statements and letters from banks regarding credit as required by the "Pre-Award Information" article.
 13. What percentage of work (Contract amount) does your firm intend performing with its own personnel? %.
 14. Attach as Schedule Six (6), a list of all principal subcontractors and the percentage and character of work (Contract amount) that each will perform. Principal items of work shall include, but not be limited to, those items listed in the "Pre-Award Information" article.
 15. If the Contractor or subcontractor is in a joint venture, submit "Pre-Award Evaluation Data" forms for each member of the joint venture.

The above information is confidential and will not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

TERMS AND CONDITIONS

CHAPTER I – TERMS AND CONDITIONS

1. AGREEMENT

The work to be performed under this Contract may briefly be described as the purchase of Service Vehicles as described in Part III , including all necessary or incidental work, labor and materials. The Contractor agrees to perform the work in accordance with requirements and terms and conditions set forth in this Contract. In consideration for the Contractor's complete, satisfactory and proper performance of the Contract, the Authority agrees to pay to the Contractor, and the Contractor agrees to accept as full compensation, the sums of money set forth in the Price Schedule at the time and in the manner and upon the terms and conditions set forth in this Contract.

2. ARRANGEMENT OF CONTRACTUAL PROVISIONS

For ease of reference, this Contract is divided into chapters, articles (also referred to as "clauses"), paragraphs and subparagraphs. While the chapters and articles are titled, it is understood that both the use of such titles and the manner and overall arrangement of the Contractual provisions are intended solely for the convenience of the parties and are without independent Contractual or legal significance.

3. ORDER OF PRECEDENCE

(a) Any inconsistency in the Contract shall be resolved by giving precedence to the following order: (a) terms and conditions (b) the specifications or Statement of Work; (c) drawings, if any; (d) other documents, exhibits, and attachments generated by the Authority as part of the Contract; (e) the technical proposal, if any, and other Contractor submissions generated as part of the Contract. In the event of a conflict within or between provisions entitled to equal precedence, the more stringent requirement shall apply.

(b) Notwithstanding paragraph (a), if this Contract is funded, in whole or part, through the Federal Government, all contract terms mandated for inclusion by the Federal Government shall be deemed to supersede any other conflicting or inconsistent provisions of this Contract.

4. REQUIREMENTS CONTRACT

N/A

5. INDEFINITE QUANTITY CONTRACT

N/A

6. ORDERING

N/A

7. ORDER LIMITATIONS

N/A

8. AUDIT, AVAILABILITY, AND INSPECTION OF RECORDS- FTA

- (a) Authorized persons. The Contracting Officer and his or her representatives, including representatives of the Authority's governing jurisdictions and any other Federal, state, or local entity providing funding for this Contract and the U.S. Comptroller General shall have access and inspection rights described in this article.
- (b) Examination of costs. The Contractor shall maintain, and the Contracting Officer shall have the right to examine and audit, all records sufficiently to properly reflect all costs incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection of the Contractor's facilities engaged in performing this Contract at all reasonable times.
- (c) Cost or pricing data. If the Contractor is required to submit cost or pricing data in connection with any pricing action relating to this Contract, the Contracting Officer shall have the right to examine and audit all of the Contractor's records related to: (1) any proposal for the Contract, subcontract, or modification; (2) any clarifications or discussions conducted on the proposal; (3) pricing of the Contract, subcontract or modification; or (4) performance of the Contract, subcontract or modification.
- (d) Availability. The accounts, records and cost information required to be originated under this Contract, and together with all other accounts, records and cost information related to this Contract, shall be maintained and made available by the Contractor and subcontractor(s):
 - (1) At their offices at all reasonable times for inspection, audit, reproduction or such other purposes as the Contracting Officer or by anyone he or she authorizes may require or pursuant to any other provision of this Contract; and
 - (2) Except to the extent otherwise expressly set forth in this Contract, until three (3) years from the date of final payment under this Contract. If the Contract is completely or partially terminated, such records shall be maintained for a period of three (3) years from either the date of any resulting final settlement or the date of final payment, whichever is later. If a pricing adjustment is involved in any dispute or litigation related to this Contract, such records shall be maintained for a period equal to the later of three (3) years from the date of final payment or one (1) year following the final disposition of the dispute or litigation.
- (e) Subcontracts. The Contractor shall insert this article, in all subcontracts that exceed \$150,000.

9. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not guaranteed for performance under this Contract beyond the current fiscal year that ends on June 30th. The Authority's obligation for performance of this Contract beyond that date is contingent upon the availability of funds from which payment for Contract purposes can be made. The Authority's legal liability for any payment cannot arise for performance under this Contract, until funds are made available to the Contracting Officer for performance and until he or she notifies the Contractor of the availability, in writing. Any

option exercised by the Authority that will be performed, in whole or in part, in a subsequent fiscal year is subject to availability of funds in that year and will be governed by the terms of this article.

10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) The work will be conducted under the Contracting Officer's general directions. Authority will be delegated to the Contracting Officer's Technical Representative (COTR) to take the following actions;
- (1) Act as the principal point of contact with the Contractor. The COTR will submit a copy of each item of incoming correspondence and a copy of any enclosures to the Contract Administrator;
 - (2) Approve in writing, the Contractor's progress schedule and submittals when required;
 - (3) Inspect the work for compliance with this Contract;
 - (4) Review and approve invoices and payment estimates. The COTR will forward invoices and receipts to accounting. The COTR will bring any significant discrepancies in, or disputes concerning, Contractor invoices or payments to the Contracting Officer's attention. In those cases requiring release of final retained percentages of payment, the COTR will make his or her recommendations to the Contracting Officer in writing;
 - (5) Coordinate correspondence with the Contract Administrator, if its importance significantly impacts the Contractual terms and conditions;
 - (6) Evaluate the Contractor's technical letters and proposals for the Contracting Officer;
 - (7) Advise the Contracting Officer of potential problems that may affect Contract performance;
 - (8) Advise DBE Office, if DBE, SBE, or SBLPP issue(s) appear that may require investigation.
 - (9) Advise the Contracting Officer whenever the COTR has reason to believe that the Contractual not-to-exceed amount will be exceeded;
 - (10) Prepare the Authority's estimate for proposed Contract modifications. Participate in negotiations for modifications;
 - (11) Approve, in writing, the Contractor's progress schedule when required.
 - (12) Receive from the Contractor, monthly, if applicable, DBE status reports and forward them to the DBE Office;
 - (13) Receive from the Contractor certified payroll reports and prepare a log sheet indicating the following: (1) name of the Contractor and subcontractor; (2) the Contract number; (3) the certified payroll number (number for the payroll for the project starting with the number 1); (4) the time frame of the payroll period (i.e. 1/21/11-2/3/11); (5) the statement of compliance date (first page of the report); and (6) the date the report was received by WMATA;
 - (14) Maintain a comprehensive file/record of documents and correspondence concerning Contract activities and actions;
 - (15) Provide the Contract Administrator with a written notification after all supplies/services have been received with a statement that the COTR is not aware of any open issues that would preclude closeout of the Contract and that it is ready for closeout. The COTR will return the file, containing all records, correspondence, etc., to the Contract Administrator;
 - (16) Execute Standard Form 1420, which contains a detailed performance evaluation of the Contractor. If, there are one (1) or more categories in

which the Contractor is deemed unsatisfactory, these evaluations must be provided to it for comment;

- (17) Provide the Contract Administrator with a written request (and requisition) to exercise option(s) (if any) a minimum of ninety (90) days prior to the time established in this Contract for exercise of the option; and
 - (18) The presence or absence of the COTR or his or her inspectors shall not relieve the Contractor from any requirements of this Contract.
 - (19) The COTR may not re-delegate or sub-delegate his or her authority to act on the Contracting Officer's behalf. If, for whatever reason the COTR is unable or unwilling to fulfill his or her responsibilities under this Contract, only the Contracting Officer can designate a new COTR.
- (b) The COTR's name and address will be provided after award.

CHAPTER II – TIME/DELAYS/LIQUIDATED DAMAGES

1. PERIOD OF PERFORMANCE

- **The period of performance begins after date of award: see below delivery schedule date for each item:**
- **However, Vehicle delivery and acceptance must be completed prior to dates listed below**
- **Summary listing only. Full specifications included in part III Technical Specifications.**

	<u>DELIVERY DATE</u>
ITEM 1. PICKUP TRUCKS 5 TON RC 4WD SHORT BED	12/14/2018
ITEM 2. PICKUP TRUCK 1.0 TON EC 4WD SRW 8 FT W/CAB GUARD, PLOW, TG SPREADER, LIGHT BAR, STROBES TOW PKG, CHEVRON	12/14/2018
ITEM 3. PICKUP TRUCK 1.0 TON CC 4WD SRW 8 FT W/CAB GUARD, LIFT GATE, STRROBES, TOW PKG	04/12/2019
ITEM 4. HD MOVING VANS	04/12/2019
ITEM 5. HD BUCKET TRUCK 60 FT.	07/01/2019

8. LIQUIDATED DAMAGES FOR DELAY

N/A

9. EXTENSIONS OF TIME/FORCE MAJEURE

- (a) For purposes of this clause, the term “force majeure” shall mean an unforeseen event or circumstance, beyond the control of, and not occasioned by the fault or negligence of, the Contractor or the Authority, that gives rise to a delay in the progress of the Contract, including, without limitation, acts of God, acts of war or insurrection, unusually severe weather, fires, floods, strikes, freight embargoes or other events or circumstances of like nature.
- (b) Notwithstanding the provisions of the “Liquidated Damages” article of this Contract (if applicable), if the Contractor is delayed at any time during the performance of this Contract, by the Authority’s negligence or by a force majeure event, then the Contracting Officer shall extend the time for completion and/or the affected delivery date(s) in the following circumstances:
 - (1) The cause of the delay arises after the award of the Contract and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;
 - (2) The Contractor demonstrates to the Contracting Officer that the completion of the work and/or affected deliveries will be actually and necessarily delayed;
 - (2) The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures available to the Contractor, whether before or after the cause of delay; and
 - (4) The Contractor makes a written request and provides other information to the Contracting Officer, as described below.
- (c) If the Contractor will be delayed at any time or for any period by two (2) or more of the above-mentioned causes, the Contractor shall not be entitled to a separate extension for each cause, but shall be entitled to only one (1) period of extension for the cumulative effects of the delay.
- (d) The Contracting Officer may rescind or shorten any extension previously granted, if he or she subsequently determines that any information that the Contractor provided in support of a request for an extension of time was erroneous, if, accurate information would have resulted in a denial of the request for an excusable delay. The Contracting Officer will not rescind or shorten any extension previously granted, if the Contractor acted in reliance upon it and if, in his or her judgment, such

Extension was based on information that the Contractor submitted in good faith, even if it is later determined to be erroneous.

- (e) The request for an extension of time shall be made within ten (10) days after the Contractor knows or should know of any cause for which it may claim an excusable delay. The Contractor's request shall contain any potential basis for an extension of time, describing, as fully as possible, the nature and projected duration of the delay and its effect on the completion of the work identified in the request. Within thirty (30) Days after his or her receipt of all such information, the Contracting Officer shall advise the Contractor of his or her decision on such requested extension. Where it is not reasonably practicable for the Contracting Officer to render his or her decision in the thirty (30) day period, he or she shall, prior to the expiration of such period, advise the Contractor that he or she will require additional time and state the approximate date upon which he or she expects to render a decision.
- (f) In no event shall a delay in performance of the Contract occasioned solely by a force majeure event or the acts or omissions of any party outside of the Contractor's control be the basis for a termination for default pursuant to this Contract. In no event shall a subcontractor at any tier be deemed a party outside of the Contractor's control.

10. THE AUTHORITY'S DELAY

- (a) If the performance of all or any part of this Contract is delayed in a material manner or extent by the Authority's acts or omissions that are not expressly or impliedly authorized by this Contract or by applicable provisions of law, the Contracting Officer shall make an adjustment (excluding profit) for any increase in the cost of performance of this Contract caused by such delay and shall modify the Contract, in writing. The Contracting Officer shall make an adjustment to the delivery or performance dates and to any other Contractual provision, if such delay or interruption affected Contract compliance. The Contracting Officer shall make no adjustment under this Contract for any delay or interruption, if performance was or could have been delayed by any other cause, including, without limitation: (i) the fault or negligence of the Contractor or any subcontractor; (ii) an act constituting a force majeure event pursuant to this Contract; or (iii) any other cause for which an adjustment is provided under any other article of this Contract, at law or in equity.
- (b) An adjustment pursuant to paragraph (a) shall not be allowed:
 - (1) For any costs incurred more than twenty (20) days before the Contractor notifies the Contracting Officer, in writing, of the delay.
 - (2) Unless the claim, in a sum certain, is asserted in writing as soon as practicable after the termination of the delay. In no event, shall a Contractor assert a delay claim later than thirty (30) days after its termination. The delay claim shall be accompanied by appropriate documentation, specifically supporting the nature and extent of the claimed impact upon the cost and/or time required for performance. In any instance where it is not possible for the Contractor to fully project such impact within the thirty (30) day period, it shall support the claim with such documentation as is then reasonably available, along with a statement of the anticipated time frame when the Contractor expects to provide the additional materials. The Contracting Officer shall

maintain the right throughout the process to request such additional materials as he or she shall reasonably require in consideration of the claim and shall be under no obligation to conclude his or her consideration of the claim prior to review of all relevant materials. Any adjustment to the Contract price pursuant this clause must be determined prior to final payment under this Contract.

11. NOTICE TO THE AUTHORITY OF LABOR DISPUTES

- (a) Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.
- (b) The Contractor agrees to insert the substance of this article, including this paragraph (b), in any subcontract hereunder, if a labor dispute may delay the timely performance of this Contract.

12. NOTIFICATION OF BANKRUPTCY OR INSOLVENCY

In the event the Contractor becomes insolvent or files or has filed against it a petition in bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of such to the Contracting Officer. This notification shall be furnished as soon as possible, but in no event more than ten (10) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all WMATA Contract numbers for all WMATA contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

CHAPTER III – ACCEPTANCE/INSPECTIONS/DEFICIENCIES

1. INSPECTION OF SERVICES

- (a) Please refer to Part III Technical Specification for detailed information regarding Inspection and Acceptance.

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ACCEPTANCE OF SUPPLIES

- (a) The Authority shall accept or reject tendered supplies as promptly as practicable after delivery, unless otherwise provided in this Contract. The Authority's failure to inspect and/or accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Authority, for nonconforming supplies.
- (b) The Authority's acceptance shall be deemed conclusive, except for latent defects, fraud, willful misconduct, gross mistakes amounting to fraud or as otherwise provided

in this Contract. In such instances, the Authority, in addition to any other rights and remedies it has under this Contract, at law or in equity, shall have the right:

- (1) To direct the Contractor, at no increase in Contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or, if the Contracting Officer determines, at the Contractor's facility, in accordance with a reasonable delivery schedule as may be agreed upon between the parties. The Contracting Officer may reduce the Contract price, if the Contractor fails to meet such delivery schedule; or
- (2) Within a reasonable time after the Contractor's receipt of a Notice of Defects or Nonconformance, the Contracting Officer may reduce the Contract price, as is equitable under the circumstances, if he or she elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the costs of transportation.

4. NEW MATERIAL [SUPPLIES]

Unless this Contract specifies otherwise, the Contractor represents that any supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Contract, the Contractor believes that furnishing supplies or components that are not new is in the Authority's best interests, the Contractor shall notify the Contracting Officer immediately in writing. The Contractor's notice shall include the reasons for the request, along with any proposed price reduction, that the Authority may take if the Contracting Officer agrees to authorize such supplies or components. The Contracting Officer's authorization to use such supplies or components shall be final and binding and not subject to further review pursuant to the "Disputes" article of this Contract or otherwise.

5. WARRANTY OF SUPPLIES

- (a) All workmanship, parts and materials furnished for this Contract shall be unconditionally warranted against failures or defects for a period of one (1) year after the Authority accepts them or places them in service, whichever is earlier. The Contractor shall accept the Authority's records regarding the date the item was placed in service.
- (b) In the event that any work covered by the warranty provisions fails during the warranty period, the Contractor shall repair or replace the work within three (3) days without cost or expense to the Authority.
- (c) Should the Contractor shall fail to repair or replace any part or do any work in accordance with the terms of this warranty, or if immediate replacement or work is necessary to maintain operations, the Authority shall have the right to cause such replacement to be made, utilizing its own forces and/or those of third parties as the Authority shall reasonably deem appropriate, at Contractor's expense.
- (d) Each piece of equipment, component or part thereof that the Contractor replaces, repairs, adjusts or services in any manner under the terms of this warranty during the warranty period shall be reported to the Contracting Officer on the Authority's forms.

Each report shall indicate in detail all repairs, adjustments and servicing to each and every component, unit or part thereof.

- (e) Any warranty work shall be accomplished with minimum disruption to the Authority's operations and to its maintenance and service facilities. The Authority shall at its sole discretion determine the availability of facilities for warranty work.
- (f) The Contractor shall make adequate service facilities available, along with spare parts, for all the items under warranty. Trained technical service personnel shall be available to the Authority sufficient to meet the Contractor's warranty obligations.
 - (1) The Contractor shall provide field service representatives who are competent and fully qualified in the maintenance and operation of the warranted items. These field service representatives shall assist the Authority in overcoming any difficulties in the operation or maintenance of the warranted items. They shall further serve as the Contractor's on-site representatives for any component failure claims or warranty claims under this Contract.
 - (2) During the warranty period, a field service representative shall be available within twenty four (24) hours.
- (g) The Authority's rights set forth in this article shall be in addition to those set forth elsewhere in this Contract or otherwise at law or in equity.

6. **WARRANTY OF SERVICES**

- (a) Definitions.

“Acceptance,” as used in this clause, means the act(s) of WMATA's authorized representative by which WMATA approves specific services, in partial or complete performance of the Contract.
- (b) Notwithstanding inspection and acceptance by WMATA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by WMATA. This notice shall state either --
 - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That WMATA does not require correction or re-performance.
- (c) If the Contractor is required to correct or re-perform, it shall be at no cost to WMATA, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace the services with similar services and charge the Contractor with the cost, or make an equitable adjustment to the Contract price.

- (d) If WMATA does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment to the Contract price.

7. CORRECTION OF DEFICIENCIES

- (a) The Contractor must replace materials or correct workmanship not conforming to the Contract's requirements at no additional cost to WMATA. In addition, the Contractor is subject to any liquidated damages specified in this Contract or actual damages incurred by WMATA. If the Contractor fails to correct deficiencies, the Contracting Officer, may take specific action as follows:
 - (1) Replace or correct the item or work at the Contractor's expense. This may be accomplished by award of a new contract or by use of WMATA's own resources.
 - (2) Accept the items with a reduction in price. This action will be accomplished by formal modification to this Contract. The reduced price will be based upon the reasonable value of the item, considering the possible cost of correcting the item.
 - (3) Terminate this Contract for default. If the item or work must be re-procured, the Contractor is normally liable for excess costs incurred by WMATA in accordance with the "Termination for Default" article of this Contract.

8. FIRST ARTICLE INSPECTION

Please refer to Part III Technical Specifications Scope of Work Section under Performance and Acceptance Criteria for First Article Inspection information.

9. F.O.B. DESTINATION

- (a) Unless otherwise specified, the Contractor shall furnish all supplies to be delivered under this Contract "F.O.B. Destination." As used herein, "F.O.B. Destination" means:
 - (1) Free of expense to WMATA on board the carrier's conveyance, at a specified delivery point where WMATA's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - (2) Supplies shall be delivered to WMATA's warehouse unloading platform, or receiving dock, at the Contractor's expense. WMATA shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery of the supplies to the destination, unless such charges are caused by WMATA's acts or omissions, acting in its Contractual capacity. If the Contractor uses a rail carrier or freight forwarder for less than full carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery, if transfer to truck is required to complete delivery to WMATA.

- (b) The Contractor shall:
- (1) Pack and mark the shipment to comply with this Contract's specifications;
 - (2) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
 - (3) Prepare and distribute commercial bills of lading;
 - (4) deliver the shipment in good order and condition to the delivery point specified in the Contract;
 - (5) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by WMATA at the delivery point specified in the Contract;
 - (6) Furnish a delivery schedule and designate the mode of delivering carrier; and
 - (7) Pay and bear all charges to the specified point of delivery.

10. QUALITY ASSURANCE/QUALITY CONTROL

The Contractor shall be responsible for quality assurance and for assuring that the work conforms to the requirements of this Contract. The Contractor shall maintain an effective and economical quality control program planned and developed in conjunction with other Contractor functions necessary to satisfy this Contract's requirements. The quality control program shall establish and implement procedures to ensure that only acceptable supplies or services are tendered to the Authority for acceptance, and shall demonstrate both recognition of the Contract's quality requirements and an organized approach to satisfying them. The program shall ensure that quality requirements are satisfied throughout all phases of Contract performance, including, as applicable, design development, purchasing, fabrication, processing, assembly, inspection, testing, packaging, delivery, and storage and shall provide for the early detection of actual or potential deficiencies, trends, or conditions that could result in unsatisfactory quality.

CHAPTER IV—CHANGES/ PRICING ADJUSTMENTS

1. CHANGE ORDERS

- (a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, direct and implement change orders, within the general scope of this Contract, including but not limited to one or more of the following:
- (1) Nature and/or extent of services to be performed or supplies to be furnished;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); or
 - (3) Place of performance of the services or delivery of the supplies.
- (b) If, in the Contracting Officer's judgment, any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Contract, whether or not directly changed by the order, he or she shall make an equitable adjustment to the Contract price, the delivery schedule, or both, and shall modify the Contract, in writing, accordingly.

- (c) In any instance where the Contractor asserts a right to an adjustment in the Contract price or time required for performance as the result of a change, it must submit a written claim advising the Authority within thirty (30) days from the date of receipt of the written order directing the change. The claim shall be accompanied by appropriate documentation, supporting the nature and extent of the claimed impact upon the Contract price and/or time required for performance. In any instance where it is not reasonably practicable fully project such impact within the thirty (30) day period, the Contractor shall accompany its claim with such supporting documentation as is then reasonably available as along with a statement of the anticipated time frame when the Contractor expects to provide the additional materials. The Contracting Officer shall maintain the right throughout the process to request such additional materials as he or she shall reasonably require in consideration of the claim and shall be under no obligation to conclude his or her consideration of the claim prior to review of all relevant materials. Any adjustment to the Contract price pursuant to this article must be agreed upon or otherwise determined prior to final payment.
- (d) If the Contractor's proposed price adjustment includes the cost of property rendered obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of property disposition.
- (e) Disagreement regarding either party's right to any adjustment in price or time for performance as the result of a change implemented pursuant to this article shall be subject to adjudication in accordance with the "Disputes" article of this Contract. Notwithstanding the pendency of any such dispute, the Contractor expressly acknowledges that it shall remain fully obligated to perform the Contract as so changed.
- (f) The Contractor shall promptly notify the Contracting Officer of matters, whether implemented as change orders or otherwise, that the Contractor believes may reasonably result in either an increase or decrease in the Contract price or the time required for performance of any part of the Contract and shall take action as the Contracting Officer directs. The Contractor's failure to provide such notification shall constitute a waiver of its right to seek an adjustment in the Contract price or time required for such performance.
- (g) In no event shall the Contractor be entitled to payment for change orders, additional or extra supplies or services or other modifications to this Contract, unless the Contracting Officer authorizes, it in writing.

2. PRICING OF ADJUSTMENTS

- (a) The parties agree that, notwithstanding any interpretation of contract cost principles to the contrary, the Authority will not be liable for interest, however represented, on or as a part of any claim, request, proposal or adjustment, including equitable adjustments, whether it arises under the Contract or otherwise.
- (b) As part of its proposal for any Contract modification requiring a price adjustment in excess of \$150,000, the Contractor shall submit to the Contracting Officer, cost or pricing data under the conditions described in this paragraph and certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate,

Complete and current as of the date submitted. At the Contracting Officer's discretion, the Contractor, may be required to submit cost or pricing data for price adjustments less than \$150,000.

- (c) The Contractor shall ensure that this article is included in all subcontracts at any tier, if the value of the subcontracted work exceeds \$150,000.

3. ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS

- (a) *Applicability.* This article shall apply to any adjustment in the Contract price initiated by the Contractor or the Authority.
- (b) *Forward Price Adjustments.* Unless waived in writing, the Contractor shall furnish to the Contracting Officer, a proposed price adjustment in advance of performance of any work for which the price adjustment is requested. The Contractor shall generate such records as are necessary to substantiate all elements of the proposed adjustment, which records shall be specifically segregated and identified in the Contractor's accounting system as being applicable to the pricing adjustment request.
- (c) *Post Price Adjustments.* This paragraph shall be applicable to price adjustments that either (i) are expected to exceed \$50,000; or (ii) arise in connection with a Contract with a base sum in excess of \$1,000,000. In addition to the records required pursuant to paragraph (b) above, if pricing of an adjustment under this Contract is not agreed upon between the parties prior to the commencement of work for which the pricing adjustment is requested, the Contractor and any subcontractor engaged in work for which the pricing adjustment is requested, shall maintain accounts and original cost records specifically segregated and identified by job order or other appropriate accounting categories that the Contracting Officer approves for all incurred, segregable costs related to the work for which the pricing adjustment is requested. The Contractor shall maintain accounts and records that segregate and account for the costs of all work associated with that part of the Contract for which the pricing adjustment is requested. The Contractor shall allocate the costs so accumulated between: (1) work required under the base Contract; (2) work requested to be reimbursed under the pricing adjustment; and (3) work claimed or determined to be related to other actual or proposed adjustments, including but not limited to, changes orders, differing site conditions, and the like. The accounts and records so established shall accumulate such costs under logical costs groups, such as material, labor, equipment, subcontracts, field overhead and the like. The Contractor shall record these costs on a form approved by the Contracting Officer.
- (e) *Access to Records.* As a condition to the Authority's obligation to consider any claim for a potential price adjustment under any provision of this Contract, the Contractor shall grant the Authority access to review and ascertain the validity of the accounting records being maintained for segregation of costs, including base cost records, and to audit any such costs as the Contracting Officer deems appropriate.
- (f) *Limitation on Price Adjustments.* If the Contractor or any subcontractor fails to generate, maintain, or make available any records required under this Contract, in addition to any rights to which the Authority may be entitled, the Contracting Officer shall determine whether such failure is willful, deliberate or otherwise precipitated by the Contractor's bad faith, in which case the Contractor shall not be entitled to any price adjustment for the work in question. Where the Contracting Officer determines

that the failure was not the result of the Contractor's bad faith, he or she shall determine the reasonable direct costs of the work for which records are not available, and add a single mark-up for indirect expenses not to exceed ten percent (10%) of the direct costs based on:

- (1) An audit of the Contractor's or subcontractor's records made available to the Authority; and/or(2) The Authority's estimate as the Contracting Officer adopts or modifies
- (a) In no event shall the Contractor and/or subcontractor be allowed any profit on claimed work for which records are not made available in accordance with its obligations under this Contract.
- (h) *Flow-down clause.* The Contractor shall ensure the inclusion of this article in all subcontracts issued under this Contract, modified as necessary, for proper identification of the contracting parties and the Contracting Officer.

- (i)
- (j)

CHAPTER V – INVOICES/PAYMENTS/ DEDUCTIONS

1. BILLING AND PAYMENT

- (a) The Authority shall pay and the Contractor shall accept the amounts set forth in the Price Schedule as full compensation for all costs and expenses of completing the this Contract, including, but not limited to, all labor and material required to be furnished under this Contract, all overhead, expenses, fees and profits including the cost of providing storage yards or facilities; all risks and obligations set forth in this Contract; any applicable fees or taxes; and all expenses due to any unforeseen difficulties encountered in the prosecution of the work.
- (b) Payments will be made following acceptance of the services or supplies to be provided under this Contract and after receipt and acceptance of a properly completed invoice. WMATA will accept the submittal of invoices in one of the following methods:
 - (1) Email: Invoices may be submitted through email at: apinvoice@wmata.com. Please submit one (1) invoice and supporting documentation per PDF attachment. You may submit more than one PDF attachment per email.
 - (2) Fax: Invoices may be submitted via the following number: 1-866-534-9063. Please submit one (1) invoice and all supporting documentation for this invoice per fax.
 - (3) Regular Mail: Invoices may be submitted via U.S. Postal Service to the following address:

WMATA-Accounts Payable
PO Box 1910
Beltsville, MD 20704-1910

Note: This address is only for vendor invoices. Correspondence should not be sent to this address.

- (c) Invoices shall contain the vendor's name, a unique invoice number for each shipment or service, invoice date, payment terms, total invoice amount, "remit to" address, purchase order number, freight terms, description of each item being invoiced, quantity, unit item cost, extended cost by item, total freight/handling costs, and contact name and email address. Final invoices must clearly be marked "Final" and cite the amount of this Contract, amount previously paid, and the balance due.
- (d) The Authority shall remit payment, generally within thirty (30) days of its receipt and acceptance of an invoice satisfying the requirements of paragraphs (b) and (c), at the prices stipulated in the Contract for supplies delivered and accepted or services rendered and accepted, less any applicable deductions.

2. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS

If the Contracting Officer determines that any price, including profit or fee, previously negotiated in connection with any modification to this Contract involving changes in cost plus applicable profit in excess of \$150,000 was based upon the Contractor's or subcontractor's cost or pricing data that was not complete, accurate or current, such that the amount the Authority paid to the Contractor for such price adjustment was greater than the Contractor would have been entitled based upon accurate and complete data, the Authority shall be entitled to an adjustment in an amount equal to such overpayment. The Authority's rights hereunder shall be in addition to any other rights it may have under this Contract, at law or in equity.

3. SUBCONTRACTOR PAYMENTS

- (a) The Contractor shall, under this Contract, establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each subcontractor for satisfactory performance of its contract, or any billable portion thereof, no later than ten (10) days from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor. The Contractor shall also release, any retention withheld from the subcontractor within ten (10) days of satisfactory completion of all work required by that subcontractor.
- (b) The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors in accordance with paragraph (a) above. The Contractor shall notify the Contracting Officer with each payment request, of any situation where scheduled subcontractor payments have not been made.
- (c) In the event of a claim by any subcontractor that the Contractor has failed to comply with the terms of this article, the Contractor agrees to fully cooperate in any Authority investigation, and, if deemed appropriate by the Authority, to implement appropriate remedial measures to ensure future compliance.
- (d) The Contractor agrees that the Contracting Officer may provide information that he or she deems appropriate in response to inquiries from subcontractors seeking to determine the status of the Authority's payments to the Contractor.

- (e) Nothing contained in this article or elsewhere in this Contract shall create a Contractual relationship between the Authority and any subcontractor, shall make the subcontractor an intended beneficiary of this Contract or shall alter or affect traditional concepts of privity of contract.

4. GARNISHMENT OF PAYMENTS

Payments under this Contract shall be subject to any garnishment, attachment orders, and/ or levies issued pursuant to the laws of the United States, Maryland, Virginia, and the District of Columbia.

CHAPTER VI – CONTRACT TERMINATION/STOP WORK ORDERS/DISPUTES

1. STOP WORK ORDERS

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part of the work for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a “Stop Work Order” (“SWO”) issued under this article. Upon receipt of the SWO, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of ninety (90) days after an SWO is delivered to the Contractor, or within any extension of that period to which the parties agree, the Contracting Officer shall either:
 - (1) Cancel the SWO; or
 - (2) Terminate the work covered by the SWO as provided in this Contract, as appropriate.
- (b) If a SWO is cancelled or expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment to the delivery schedule or Contract price, or both, and shall modify the Contract in writing if, in his or her judgment:
 - (1) The SWO results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor submits a written claim for such adjustment within thirty (30) days after the end of the period of work stoppage. At the Contracting Officer's discretion, the Authority may act upon any claim submitted at any time before final payment under this Contract.
- (c) If an SWO is not cancelled and the work covered by the Contract is terminated for the convenience of the Authority, the Contracting Officer shall allow reasonable costs, if any, resulting from the SWO in arriving at the termination settlement pursuant this Contract.

2. TERMINATION FOR DEFAULT- FTA

- (a) The Contractor shall be in default if it commits a breach of any of its obligations under this Contract deemed material by the Contracting Officer. In addition to those instances specifically referred to in this Contract, the Contractor shall be in default in the following circumstances:
- (1) It fails to begin, or abandons, the work of the Contract in accordance with the contractual requirements;
 - (2) It fails to deliver the supplies or perform the services within the time specified in this Contract or any extension that the Contracting Officer approves;
 - (3) It fails to make progress in a manner that the Contracting Officer deems unreasonable so as to endanger performance of this Contract; or
 - (4) In the view of the Contracting Officer, the Contractor is willfully violating this Contract or is not executing it reasonably and in good faith.
- (b) In the event the Contractor's material breach pursuant to paragraph (a), the Contracting Officer is authorized to direct a written notice (a "Notice to Cure") to the Contractor, specifying the nature of the breach and stating that the Contractor has ten (10) days to cure the breach or such additional time as the Contracting Officer authorizes. If the Contractor fails to cure the breach in the time specified in the Notice to Cure, the Contracting Officer may terminate this Contract, in whole or designated part, for default after providing written notice to the Contractor.
- (c) Upon receipt of a "Notice of Default," the Contractor shall immediately cease performance of the work so terminated. The Authority shall have the right to take any action necessary to complete the work, including performing the work itself, or contracting with another party to do so. In the event the work is completed directly by the Authority or by a third party, the Contractor shall be liable for the additional costs and expenses necessary to complete the work, including, without limitation, labor, material costs, plant costs, tooling expenses, and equipment and property costs. The Authority may deduct the costs and expenses so charged and pay them out of any monies otherwise payable to the Contractor. Nothing contained herein shall be deemed to relieve the Contractor of its continuing obligation to perform any portion of this Contract that was not terminated.
- (d) The Contracting Officer may, at his or her sole discretion, waive a default by the Contractor, but such waiver shall not be deemed a waiver of any subsequent default.
- (e) Upon any termination for default, the Contracting Officer may require the Contractor to transfer title and deliver to the Authority, any completed or partially completed supplies, components (including data and intellectual property) and Contract rights that the Contractor has specifically produced or acquired for the terminated portion of this Contract. At the Contracting Officer's direction, the Contractor shall also protect and preserve property in its possession in which the Authority may have an interest.
- (f) Upon any termination for default, the Authority shall pay for supplies delivered and accepted and/or services rendered and accepted in accordance with the terms of this

Contract. The Authority may also compensate the Contractor for actions that it reasonably takes at the Contracting Officer's direction for the protection and preservation of property. The Authority may withhold from these payments any sum that the Contracting Officer determines to be necessary to protect the Authority against loss because of outstanding or claimed liens, or pending or anticipated claims under the Contract.

- (g) If, at any time following the Authority's issuance of a termination for default hereunder, it is determined that the Contractor was not in default or that the default was excusable, the termination shall be converted to a termination for convenience and the rights and obligations of the parties shall be determined in accordance with the "Termination for Convenience" article of this Contract.
- (h) Any dispute or disagreement regarding any issue arising under this article shall be subject to adjudication in accordance with the "Disputes" article of this Contract. In no event shall the Authority's issuance of a "Notice to Cure" pursuant to paragraph (b) be the basis of a dispute pursuant to the "Disputes" article or otherwise be subject to further review under this Contract or otherwise. The pendency of any dispute shall not constitute a basis for the delay or suspension of, or otherwise affect the Authority's right to proceed in accordance with this article, including without limitation, its right to complete the work or its right to insist that the Contractor complete any portion of the Contract that was not terminated.
- (h) The Authority's rights and remedies in this article are in addition to any other rights and remedies provided under this Contract, at law or in equity.

3. TERMINATION FOR CONVENIENCE- FTA

- (a) The Contracting Officer may terminate this Contract in whole, or in part, if he or she determines that a termination is in the Authority's interest. The Contracting Officer shall terminate by delivering a "Notice of Termination" to the Contractor specifying the extent of termination and its effective date.
- (b) Upon receipt of a Notice of Termination, except as the Contracting Officer otherwise directs, the Contractor shall immediately:
 - (1) Stop work as specified in the Notice of Termination;
 - (2) Complete performance of the work not terminated;
 - (3) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the remaining portion of the Contract;
 - (4) terminate all subcontracts to the extent that they relate to the work terminated;
 - (5) Assign to the Authority, as directed by the Contracting Officer, all of the Contractor's right(s), title, and interest(s) under the subcontracts terminated. The Authority shall have the right to settle or pay any termination costs arising out of the subcontracts and have no further liability to the Contractor for the work that was the subject of such subcontracts;

- (6) With the Contracting Officer's approval, settle all outstanding liabilities and settlement costs arising from the termination of subcontracts;
- (7) As the Contracting Officer directs, transfer title and deliver to the Authority:
 - (i) Parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information and other property that would have been required to be furnished to the Authority, if the Contract had been completed.
- (8) Take any action that may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract that is in the Contractor's possession and in which the Authority has or may acquire an interest;
- (9) Use its best efforts to sell, as the Contracting Officer authorizes, any property of the types referred to in paragraph (b)(7). The Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions that the Contracting Officer prescribes. The proceeds of any transfer or disposition will be applied to reduce payments to be made by the Authority under this Contract, credited to the price or cost of the work, or paid in any other manner that the Contracting Officer directs.
- (c) The Contractor shall submit complete termination inventory schedules not later than one hundred twenty (120) days from the effective date of termination, unless the Contracting Officer extends the time in writing.
- (d) As soon as reasonably practicable, and not later than twenty (20) business days following the Authority's issuance of a "Notice of Termination" pursuant to paragraph (a), the Contractor shall submit a termination settlement proposal (TSP) to the Contracting Officer in the form that he or she prescribes, detailing the costs to which it asserts entitlement pursuant to this article. If the Contractor fails to submit the TSP within the time prescribed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor as a result of the termination and shall pay the amount so determined.
- (e) Following submission of the Contractor's TSP pursuant to paragraph (d), the parties shall agree upon the whole, or any part, of the amount to be paid or remaining to be paid as a result of the termination. The amount may include a reasonable allowance for profit on work completed. In no event shall the total amount to be paid to the Contractor pursuant to this article exceed the total Contract price as reduced by (1) payments previously made and (2) the Contract price of the remaining work, not terminated.
- (f) If the parties disagree on the whole amount to be paid because of the termination, the Contracting Officer shall pay the Contractor the amounts that he or she determines as follows, but without duplication of any amounts agreed upon under paragraph (e):

- (1) The Contract price for completed supplies or services that the Authority accepted [or sold or acquired under paragraph (b)(9)] not previously paid for, adjusted for any saving of freight and other charges.
- (2) The total of:
 - (i) The costs incurred prior to termination in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any costs attributable to items compensated or to be paid for under subparagraph (f)(1);
 - (ii) Termination costs under terminated subcontracts that are properly chargeable to the terminated portion of this Contract, if not excluded in subparagraph (f)(2)(i); and
 - (iii) A sum, representing profit on the items described in subparagraph (f)(2)(i) that the Contracting Officer determines to be fair and reasonable pursuant to Section 49.202 of the Federal Acquisition Regulation (FAR), in effect on the date of this Contract. If it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph and shall reduce the settlement to reflect the projected rate of loss.
- (3) The reasonable indirect costs of settlement of the work terminated, including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of TSP(s);
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f), the fair value, as he or she determines of property that is unavailable or damaged and undeliverable to the Authority or to a third party.
- (h) The cost principles and procedures of FAR Part 31 in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this article, except that the Authority shall not be obligated to pay interest, however represented, on any claimed costs.
- (i) The Contractor shall have the right to appeal, under the "Disputes" article, from the Contracting Officer's determination under paragraphs (d) or (f). The Contractor's failure to submit the TSP within the time provided in paragraph (d), or to timely request an extension thereof, shall constitute a waiver of its right to appeal the

Contracting Officer's determination pursuant to the "Disputes" article or any otherwise applicable Contractual, legal or equitable remedy.

- (j) In determining any sum due to the Contractor under this article, there shall be deducted:
 - (1) All unliquidated advances or other payments to the Contractor under the terminated portion of this Contract;
 - (2) The value, as the Contracting Officer, reasonably determines, of any claim that the Authority has against the Contractor under this Contract, including any third-party claim, if the Contracting Officer is not satisfied that sufficient insurance coverage is in place; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other items that the Contractor procured or sold under this article, not recovered by or credited to the Authority.
- (k) If the Contractor asserts that any partial termination has rendered enforcement of the remainder of this Contract at the remaining Contract price inequitable, the Contractor may file a proposal with the Contracting Officer for an adjustment to the price(s) for the continued portion of this Contract. Such proposal shall be submitted within ninety (90) days from the effective date of termination, unless the Contracting Officer extends it in writing, and shall be accompanied by appropriate supporting documentation.
- (l) The Contractor's responsibilities and obligations under this article shall remain in full force and effect notwithstanding the pendency of any dispute or other delay relating to determination of the appropriate price adjustment or any other issue arising from the termination for convenience.
- (m) Unless otherwise provided in this Contract or by statute, the Contractor and all subcontractors whose work is encompassed in the termination settlement shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Authority, its governing jurisdictions and any other Federal, state, or local entities providing funding for this Contract, and to the U.S. Comptroller General or the agents or representatives of any of them, at the Contractor's office, at all reasonable times, without any direct charge.

4. ASSIGNMENT-FTA

- (a) Except as otherwise provided in this article, the Contractor shall not transfer any of its rights and obligations under this Contract to third parties without the Contracting Officer's prior, written consent. The Contracting Officer may recognize a third party as successor in interest to this Contract in the event of a transfer of all or substantially all of the Contractor's assets, a change in a division of the Contractor involved in the performance of this Contract, or if a parent company provides performance guarantee(s) under this Contract, (i.e., sales of assets, transfer of assets pursuant to

merger or consolation, or incorporation of a proprietorship or partnership). Such recognition shall be at the Contracting Officer's discretion after review of the facts and circumstances surrounding each request. The Contracting Officer, at his or her discretion, may conduct an evaluation of the successor party's capability to perform this Contract in the same manner and to the same extent that he or she conducted a responsibility determination as part of the original solicitation for this Contract. Should the Contracting Officer, for any reason, not recognize such a successor in interest, he or she may terminate this Contract.

- (b) Any attempt to transfer by assignment that the Contracting Officer does not authorize shall constitute a material breach of this Contract and the Contracting Officer may terminate this Contract in accordance with the "Termination for Default" article set forth in this Contract.
- (c) Nothing contained herein shall be deemed to preclude the Contractor's assignment of claims for monies due or to be become due to it under this Contract to a bank, trust company or other financing institution, including any Federal lending agency, upon written notice of such assignment to the Contracting Officer.

5. DISPUTES- FTA

- (a) Any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contracting Officer's decision shall be final and conclusive unless, within thirty (30) calendar days from the date of its receipt, the Contractor mails or otherwise furnishes to the Contracting Officer, a written notice of appeal addressed to the Authority Board of Directors. Such notice must indicate that an appeal is intended and must reference the decision and Contract number. The decision of the Board of Directors or its duly authorized representative for the determination of such appeals shall be final and conclusive, unless in proceedings initiated by either party for review of such decision in a court or board of competent jurisdiction, it determines that the decision was fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In any appeal under this article, the appellant shall be afforded an opportunity to be heard and offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract in accordance with the Contracting Officer's decision. The Armed Services Board of Contract Appeals (ASBCA) is the Board of Directors' authorized representative for final decisions on an appeal.
- (b) This "Disputes" article does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in the Contract, however, shall be construed as making final, the decisions of the Board of Directors or its representative on questions of law.

6. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR CONSTRUCTION ACTIVITIES- FTA

N/A

CHAPTER VII – INDEMNIFICATION/INSURANCE/RISK OF LOSS

1. INDEMNIFICATION

- (a) Contractor shall indemnify, defend and hold harmless the Authority, its Board members, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorneys' fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and the Authority, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work and/or any acts in connection with activities to be performed under this Contract, unless the loss or damage is due to the sole negligence of the Authority. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any of its obligation under this Contract.
- (b) Contractor shall indemnify, defend and hold harmless the Authority, its Board members, employees and agents, against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys' fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the job site. The foregoing indemnity does not apply to loss or damage due to preexisting conditions, whether known or unknown.
- (c) If any action or proceeding relating to this indemnification is brought against the Authority, then upon written notice from the Authority to the Contractor, the Contractor shall, at its own expense, resist or defend such action or proceeding by counsel approved by the Authority in writing. No approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. The Authority reserves the right to use its own counsel under this indemnity at Contractor's sole cost and expense.
- (d) Contractor understands and agrees to its responsibility to provide indemnification to the Authority pursuant to this clause. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements. The failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation hereunder.

2. INSURANCE REQUIREMENTS

If you do not currently carry all of the required insurance for this RFP, a current certificate of insurance (COI) evidencing the insurance you do carry and a letter from your insurance agent/broker stating that 'if our client (you) are awarded the contract, the required coverage will be provided' will suffice.

Insurance Requirements for Off-Site Work and Product Delivery Purchases

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

TO: Joseph Bowe, PRMT Contr
DATE: January 26, 2018
FROM: Joy Forrest, RISK
RE: Silver Line Phase II Service Vehicles
Coverages with an "X" are required:

- [X] Workers' Compensation – Statutory Limits; Employer's Liability, \$500,000 per accident/disease
- [X] Commercial General Liability insurance (CGL) - \$1,000,000 per occurrence/\$2,000,000 aggregate
- [X] Automobile Liability (AL) insurance - \$1,000,000 per occurrence

Insurance Provisions:

- Insurance carriers shall have an A.M. Best rating of at least A-/VII.
- WMATA shall be named as an additional insured on the CGL and the AL policies.
- Waiver of subrogation is required for Workers' Compensation insurance.
- CGL and AL insurance shall be primary and non-contributory to any insurance WMATA may have.
- WMATA shall be provided at least 30 days written notice of cancellation.
- Vendor shall provide evidence of insurance coverage to WMATA in the form of a current certificate(s) of insurance (COI).
- Insurance shall be maintained and evidence provided (COI) for the duration of the contract.

Contractor/Vendor agrees to indemnify, defend and hold harmless WMATA from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), for loss, of whatsoever kind and nature (including but not limited to death, personal injury, property damage, or economic loss) occurring in connection with or arising out of the products or services provided, Vendor's access to WMATA property, and/or the scope of work performed under this contract including any errors or omissions of the Vendor.

Authorized Signature

Printed Name

Date

Title

Company Name

- (a) Unless this Contract specifically provides for earlier passage of title to deliverables (including documents, reports, and data) or other items resulting from this Contract, title shall pass to the Authority upon acceptance, regardless of when or where the Authority takes physical possession. Risk of loss, theft, destruction of, or damage to, such deliverables or other items remains with the Contractor, until the transfer of title or at the time when the Authority takes physical possession, whichever is later.
- (b) In the event of loss or damage to any deliverable or other item of work, prior to the time when the Authority takes physical possession, the Contractor agrees to repair or replace it as soon as reasonably possible to restore the item to the same condition that pre-existed the loss or damage, in accordance with all requirements of this Contract, without cost to the Authority. Nothing contained herein shall be deemed to require the Contractor's repair or replacement of any loss or damage caused solely by the Authority's acts or omissions.
- (c) The following clause applies, if and when the Contractor performs work on its own property.
 - (1) WMATA retains title to all WMATA-furnished property, including, but not limited to N/A . WMATA furnished property shall not become a fixture, or lose its identity as personal property by being attached to any real property. The Contractor shall use WMATA's property, furnished under this Contract, only for performing this Contract, unless the Contracting Officer approves otherwise. Modifications or alterations of WMATA property are prohibited, unless they are (i) Reasonable and necessary due to the technical specifications for this Contract; (ii) Required for normal maintenance; or (iii) Otherwise authorized by the Contracting Officer. Risk of loss is on the Contractor for WMATA-furnished property, i.e. the Contractor is liable for loss, theft, damage or destruction to WMATA property while it is in the Contractor's possession or control. The Contractor shall take all reasonable actions necessary to protect WMATA's property from loss, theft, damage or destruction. The Contractor shall do nothing to prejudice WMATA's rights to recover against third parties for any loss, theft, damage or destruction to WMATA's property.

2. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS – FTA

N/A

5. VETERANS PREFERENCE – FTA

N/A

6. INAPPLICABILITY OF CLAUSES REQUIRING UNAUTHORIZED OBLIGATIONS

N/A

(c) CHAPTER VIII – INTELLECTUAL PROPERTY RIGHTS

1. PATENT INDEMNITY

The Contractor shall indemnify the Authority and its Board members, agents and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract. If the Contractor is not the original equipment manufacturer (OEM) for a manufactured product purchased under this Contract, it will ensure that the patent holder provides indemnity to WMATA under this article. This indemnity shall not apply unless the Contractor is informed as soon as practicable by the Authority of the suit or action alleging such infringement, and is given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. Such indemnity shall not apply to:

- (1) An infringement resulting from compliance with the Contracting Officer's specific written instructions directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner or performance of the Contract not normally used by the Contractor;
- (2) An infringement resulting from addition to, or change in, such supplies or components furnished or construction work performed that was made subsequent to delivery or performance by the Contractor; or
- (3) A claimed infringement that is unreasonably settled without the Contractor's consent, unless required by final decree of a court of competent jurisdiction.

2. SET-OFF

The Authority has common law, equitable and statutory rights to set-off. These rights shall include, but are not limited to, the Authority's right to set-off any monies due to the Contractor under this Contract, by any amounts due and owing to the Authority with regard to, any Contract with the Authority, plus any amounts due and owing to the Authority for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Authority shall exercise its set-off rights in accordance with applicable laws and practices, including, in cases of set-off pursuant to an audit, the finalization of such audit by the Authority, its representatives, or the Federal Government.

3. RIGHTS IN TECHNICAL DATA- LIMITED

N/A

4. RIGHTS IN TECHNICAL DATA – UNLIMITED

N/A

5. **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT SUPPLIES**

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on this Contract once the Contractor is notified thereof.
- (b) In the event of any claim or suit against the Authority based on any alleged patent or copyright infringement arising out of this Contract or out of the use of any supplies furnished or services performed hereunder, the Contractor shall furnish to the Contracting Officer, all evidence and information in its possession pertaining to such suit or claim. Such evidence and information shall be furnished at the Contractor's expense since the Contractor has agreed to indemnify the Authority for such infringement claims.
- (c) This article shall be included in all subcontracts.

6. **ROYALTY INFORMATION**

N/A

- (a)
- (b) **CHAPTER IX – ADDITIONAL COVENANTS/LEGAL REQUIREMENTS**

1. **NONDISCRIMINATION ASSURANCE- FTA**

- (a) *Nondiscrimination Assurance.* In accordance with Title VI of the Civil Rights Act, as amended, 42. U.S.C. §2000 (d), section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. §12132, D.C. law and Federal transit law at 49 U.S.C. §5332, the Contractor, sub-recipient, or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, sexual preference, gender identity and/or disability. In addition, the Contractor, sub-recipient, or subcontractor agrees to comply with applicable Federal implementing regulations and other regulations that FTA may issue.
- (b) *Equal Employment Opportunity.* The following equal employment opportunity requirements apply to this Contract:
 - (1) *Race, Color, Creed, National Origin, Sex.* In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000(e), and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) including, but not limited to "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Part 60 *et. seq.*, [implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note], and with any applicable Federal statutes, executive orders, regulations, and

Federal policies that may in the future affect construction activities undertaken in the course of this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(2) *Age.* In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(3) *Disabilities.* In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(c) The Contractor also agrees to include all of these requirements in each subcontract financed, in whole or in part, with Federal assistance provided by FTA, modified only, if necessary, to identify the affected parties.

(d) Failure by the Contractor, sub-recipient, or subcontractor to carry out these requirements is a material breach of this Contract, that may result in the termination or such other remedy as the Authority deems appropriate.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION

This Contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the U.S. Secretary of Labor thereunder.

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Contract work that may involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any such employee in any workweek in which he or she is employed to work in excess of forty (40) hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such employee receives compensation at a rate not less than one and one-half (1 ½) times his or her basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

- (b) *Violation.* Liability for Unpaid Wages - Liquidated damages. In the event of any violation of paragraph (a) the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his or her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the Authority for liquidated damages. Liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman or guard employed in violation of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of his or her standard work week of forty (40) hours without payment of the overtime wages required by paragraph (a).
- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer may withhold from the Contractor, such sums as he or she determines to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph (b).
- (d) *Subcontracts.* The Contractor shall insert this article in all subcontracts at any tier. Contractor shall also require subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for compliance by any and all subcontractors at every tier.
- (e) *Records.* The Contractor shall maintain payroll records containing the information specified in 29 C.F.R. § 516.2(a). Such records shall be preserved for three (3) years from the completion of this Contract.

3. **WALSH-HEALEY PUBLIC CONTRACTS ACT**

N/A

4. **DAVIS-BACON ACT- FTA**

N/A

5. **COPELAND ANTI-KICKBACK ACT – FTA**

N/A

6. **CONVICT LABOR**

- (a) Except as provided in paragraph (b), the Contractor shall not employ in the performance of this Contract any person undergoing a sentence of imprisonment imposed by any court of the Federal Government, a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons:
 - (1) On parole or probation to work at paid employment during the term of their sentence;

- (2) Who have been pardoned or who have served their terms; or
- (3) Confined for violation of the laws of the Federal Government, the states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
 - (a) The worker is paid or is in an approved work or training program on a voluntary basis;
 - (b) Representatives of the local union’s central bodies or similar labor union organizations have been consulted;
 - (c) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades where there is a surplus of available gainful labor in the locality, or impair existing contracts or services;
 - (d) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality where the work is being performed; and
 - (e) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

7. COVENANT AGAINST CONTINGENT FEES

- (a) The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide, established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of this warranty, the Authority shall have the right to terminate this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee, if no fraud is suspected.
- (b) If fraud is suspected, the Authority’s only remedy prior to final adjudication by a court of competent jurisdiction is to report the matter to WMATA’s Office of Inspector General (OIG), the U.S. Department of Transportation’s Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

8. SEAT BELT USE POLICY

The Contractor agrees to comply with terms of Executive Order No. 13043 “Increasing Seat Belt Use in the United States” and is encouraged to include these requirements in each subcontract awarded for work relating to this Contract.

9. SENSITIVE SECURITY INFORMATION

N/A

10. LAWS AND REGULATIONS

The Contractor shall be responsible to comply with any applicable State of Maryland, Commonwealth of Virginia, District of Columbia, Federal and local laws and regulations governing the services and/or supplies to be provided under this Contract. Further, the Contractor shall be responsible to obtain, at its own cost and expense, any and all licenses/permits required to transact business in any political jurisdictions where work will be performed.

11. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

N/A

12. LIVING WAGE

N/A

13. METRIC SYSTEM

To the extent the Federal Government directs, the Contractor agrees to use the metric system of measurement in its Contract activities, in accordance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. § 205 (a) *et. seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205(a) note; and applicable U.S. DOT or FTA regulations in accordance with applicable Federal directives. As practicable and feasible, the Contractor agrees to supply products and services with dimensions expressed in the metric system of measurement. Metric usage shall not be required to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms.

14. MANDATORY DISCLOSURE

The Contractor shall timely disclose, in writing, to WMATA's Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this Contract or any subcontract hereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

- (a) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- (b) A violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733).
 - (1) WMATA, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by the law and regulation, such information will not be released by WMATA to the public pursuant to a Public Access to Records (PARP) request. WMATA may transfer documents provided by the Contractor to any department or agency within the state, Federal or local government, if the information relates to matters within the organization's jurisdiction.

- (2) If the violation relates to an order against a government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the OIG of the agency responsible for the basic contract.

15. WHISTLEBLOWER PROTECTION – FEDERAL

- (a) The Contractor and its subcontractors shall encourage their employees and independent contractors to report information without fear of actual or threatened discrimination, retaliation or reprisal that they in good faith reasonably believe is evidence of gross mismanagement; gross misuse or waste of public resources or funds; fraud; violation of law; abuse of authority in connection with the conduct of WMATA operations or contracts; or a substantial and specific danger to health, security or safety. The Contractor and its subcontractors shall notify their employees that they may make reports under this paragraph to:
 - (1) WMATA's Office of Inspector General (OIG), in person, in writing, through the OIG Hotline (888-234-2374) or email wmata-oig-hotline@verizon.net or by any other reasonable means;
 - (2) WMATA's Metro Transit Police Department (MTPD), in person, by telephone (202-962-2121) or by any other reasonable means, or to the OIG, if the information constitutes a potential violation of criminal law;
 - (3) WMATA's Chief Safety Officer, in person, in writing, through the SAFE Hotline (202-249-7233) or email safety@wmata.com, or by any other reasonable means; or
 - (4) Any other official, office or agency within WMATA or outside WMATA that the employee or independent contractor reasonably believes has the authority to act on the matter.
- (b) The Contractor, its employees, independent contractors and subcontractors shall cooperate with any inquiry or review by an authorized official of WMATA, or by the Federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, and with any enforcement or judicial proceeding arising from such inquiry or review.
- (c) The Contractor and its subcontractors shall not interfere with or deny the right of any employee or independent contractor of either the Contractor or any of its subcontractors to make a report under paragraph (a). The Contractor and its subcontractors shall not recommend, take or threaten to take any action having a negative or adverse impact on any employee or independent contractor of either the Contractor or any of its subcontractors because he or she:
 - (1) Made or is perceived to have made a report under paragraph (a);

- (2) Sought a remedy under applicable law after making a report under paragraph
 - (3) Participated in or cooperated with an inquiry or review by an authorized official of WMATA, or by the Federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, or with an enforcement or judicial proceeding arising from such inquiry or review;
 - (4) Refused to obey an order that would violate law; or
 - (5) Refused to work or authorize work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there was no reasonable alternative to refusal, there was not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, notified the Contractor or subcontractor of the condition and of his or her intent not to perform or authorize work.
- (d) The Contractor shall include, or shall cause to be included, the substance of this article, including this paragraph (d), in its subcontracts at all tiers.
- (e) The Contractor and its subcontractors shall comply with the National Transit Systems Security Act (NTSSA) 6 U.S.C. §1142, which prohibits discharging, demoting, suspending, reprimanding or in any other way discriminating against an employee as a reprisal for the employee lawfully and in good faith:
- (1) Reporting a hazardous safety or security condition;
 - (2) Refusing to work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there is no reasonable alternative to refusal, there is not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, has notified the Contractor or subcontractor of the condition and of his or her intent to not perform work;
 - (3) Refusing to authorize the use of any safety or security related equipment, track or structures, if the individual is responsible for their inspection or repair and reasonably believes they are in a hazardous safety or security condition, there is no reasonable alternative to refusal, there is not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, has notified the Contractor or subcontractor of the condition and of his or her intent not to authorize use of hazardous equipment or infrastructure unless corrected;
 - (4) Providing information for or directly assisting in an investigation of conduct that the individual reasonably believes to be in violation of Federal law regarding safety, security or fraud, waste or abuse of funds intended for safety or security;
 - (5) Refusing to violate or assist in violation of Federal public transportation safety or security law;

- (6) Cooperating with a safety or security investigation by the U.S. Secretary of Transportation, U.S. Secretary of Homeland Security or the National Transportation Safety Board;
 - (7) Furnishing information to law enforcement agencies relating to an accident or incident resulting in damage to property, injury or death; or
 - (8) Filing a complaint under the NTSSA (6 U.S.C. §1142), or testifying regarding such complaint.
- (f) The Contractor shall notify the Authority of any instance, related to this Contract, of a report under subparagraph (e)(1) or refusal under subparagraphs (e)(2), (3) or (5).
- (g) The enforcement, filing and investigation of complaints, and remedies under this clause shall be governed by the NTSSA (6 U.S.C. §1142), applicable Federal regulations and Federal law.
- (h) This article shall be interpreted in accordance with the NTSSA (6 U.S.C. §1142). If any provision is found to be in conflict with the NTSSA, the NTSSA shall govern.
- (h) The Contractor shall include, or shall cause to be included, this article, including this paragraph, in its subcontracts at all tiers.

16. WORKPLACE VIOLENCE/ZERO TOLERANCE

Pursuant to Metro Policy/Instruction 7.8.3, all Metro Contractors must: (1) establish zero tolerance for acts of workplace violence for their employees and those of subcontractors at any tier, and (2) not retaliate against any of their employees or independent contractors for cooperating with investigations.

17. DRUG AND ALCOHOL TESTING (FOR SAFETY SENSITIVE FUNCTIONS ONLY) – FTA

- (a) Contractors who perform safety sensitive functions shall be subject to compliance with a drug and alcohol testing program according to Federal guidelines published in FTA regulations. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce any documentation necessary to establish its compliance with these regulations, and permit any authorized representative of the U.S. Department of Transportation or its operating administrations, applicable state oversight agency, or the Authority to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor further agrees as follows:
- (b) To certify its compliance with 49 C.F.R. Parts 40 and 655 and to submit a Management Information System (MIS) report, as required by Federal regulations, to WMATA's Medical Compliance Monitor (MCM) and the Contracting Officer before February 15th of each year. To certify compliance, the Contractor shall use the "Alcohol and Controlled Substances Testing" certification contained in the "Annual

List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," that is published annually in the Federal Register.

- (c) To submit to the MCM and the Contracting Officer before February 15th of each year, a copy of the policy statement developed to implement its drug and alcohol testing program.
- (d) To provide to the MCM and the Contracting Officer before February 15th of each year the following:
 - (1) Employee and supervisor training documentation;
 - (2) The name and location of the collection site(s), laboratory(ies), Medical Review Officer(s), Breath Alcohol Technician(s), Collector(s), and Substance Abuse Professional(s); and a description of their random selection drug and alcohol testing process.
- (e) The Contractor further agrees to submit quarterly management reports summarizing test results to the MCM and the Contracting Officer by the 15th of the month following the end of each quarter.
- (f) Contractors are required to flow this clause down to all of their safety sensitive subcontractors and agents.

18. EMPLOYMENT RESTRICTION WARRANTY

- (a) The Contractor warrants that it will not offer employment to, solicit or discuss prospective employment with, or otherwise engage in substantive employment related discussions or communications with, any present or former Board member of the Authority who has been involved, directly or indirectly, in any matter of financial interest to the Contractor until at least two (2) years after the Board member has ceased involvement in the matter. The post-employment restriction on former Authority employees is one (1) year from the date of their last employment with WMATA. The Contractor shall not knowingly engage in communications of the nature described above with any immediate family member or member of the household of any Authority employee or Board member during the period when such employee or Board member is involved in any matter of financial interest to the Contractor.
- (b) If a former Board member or employee of the Authority is eventually hired, the Contractor shall ensure that the former Board member or employee is not involved in negotiating or otherwise dealing with the Authority on any particular matter over which he or she had responsibility during his or her tenure.
- (c) Should the Contractor fail to comply with the provisions hereof, and no fraud is suspected, the Contracting Officer shall have the right to withhold payment under this Contract in an amount not to exceed two percent (2%) of the total Contract amount as liquidated damages to the Authority, such withholding to be in addition to any other withholding or retainage under this Contract. Any dispute shall be settled in accordance with the "Disputes" clause of this Contract.

- (d) If fraud is suspected, the Authority's only remedy prior to a final decision by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

19. GRATUITIES

- (a) In connection with performance of this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contractor, to any Board member, employee or agent of the Authority; with a view toward securing this Contract or securing favorable treatment regarding this Contract is expressly forbidden. The terms of this "Gratuities" clause shall be strictly construed and enforced in the event of violations hereof.
- (b) Reported instances of the giving or offering to give gratuities within the context of this "Gratuities" article will be investigated by the Authority's Board of Directors or its duly authorized representative. A preliminary investigation will be made to determine whether there is probable cause to suspect that a violation of this article exists. If such probable cause exists, the Board of Directors, or its duly authorized representative, shall formally notify WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.
- (c) The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided under this Contract, at law or in equity.

20. OFFICIALS NOT TO BENEFIT

- (a) No member of or delegate to the U.S. Congress, resident commissioner or member of a state or local public body shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom during his or her tenure or for two (2) years thereafter, unless his or her interest in the business entity that is awarded this Contract is placed in a blind trust in accordance with the rules and regulations of the U.S. Office of Government Ethics (OGE).
- (b) Enforcement of this clause shall be consistent with 18 U.S.C. § 431.

21. ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) An organizational conflict of interest (OCI) exists when the nature of the work to be performed under a proposed contract or a subcontract may, without some restriction on future activities result in an unfair competitive advantage to the Contractor or subcontractor; because of (1) unequal access to information, (2) biased ground rules

or (3) impaired objectivity. An unequal access to information OCI may exist if in performing a Contract, a Contractor obtains access to non-public information that provides it with a competitive advantage in a later competition. A biased ground rules OCI may exist if the Contractor has a role in setting rules for a source selection in which it will compete. An impaired objectivity OCI may exist if, in performing a Contract, a Contractor is called upon to evaluate an offer from or performance by, itself or an affiliated entity.

- (b) In the event that the Contractor believes that it or any of its potential subcontractors may have an OCI, it shall notify the Contracting Officer, in writing, within five (5) working days after it becomes aware of the potential or actual OCI. The written notification shall identify the nature and circumstances of the perceived conflict and propose appropriate measures to eliminate or mitigate the OCI. The Contracting Officer will review the circumstances and the proposed mitigation plan and notify the Contractor stating whether: (1) no mitigation is required; (2) the conflict cannot be mitigated; or (3) the conflict can be mitigated and he or she accepts the proposed measures, or recommends additional measures.
- (c) The Contractor's failure to identify such perceived conflicts may result in the Contract being rescinded or terminated.
- (d) Should the Contractor identify or become aware of a conflict during the term of this Contract, including any extension thereof that it could not reasonably anticipate prior to award, it shall notify the Contracting Officer in accordance with paragraph (b), or request an exception to the restriction with supporting rationale. The Contracting Officer shall consider the Contractor's proposed measures to mitigate or eliminate the conflict, or the request for an exception.
- (e) If the proposed measures are not determined to be feasible or are otherwise not acceptable to the Contracting Officer, he or she may terminate this Contract. If the Contracting Officer does not grant a request for an exception, and this Contract is not terminated, the Contractor shall be notified in writing and be given ten (10) days from the date of the written notification to take all necessary actions to comply with this clause.
- (f) If the proposed measures are determined to be acceptable to the Contracting Officer, he or she may grant a specific exception to this restriction, when in the Contracting Officer's judgment, the exception will not create a conflict between the Contractor's duties and obligations under this Contract and the duties and obligations imposed on the Contractor under another contractual or other relationship.
- (g) If the Contractor fails to comply with the terms of this article, and no fraud is suspected, the Contracting Officer, may withhold payments due under this Contract until such time as the Contractor is in compliance or, should the noncompliance remain uncorrected at the expiration of ten (10) days from the Contracting Officer's written notice as provided in paragraph (b), terminate the contract for default pursuant to this Contract.
- (h) If fraud is suspected, the Authority's only remedy prior to a final determination by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency

providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

- (i) The Contractor, in performing this Contract, shall avoid any conduct that might result in or give the appearance of creating for Board members or employees of the Authority in their relationship with the Contractor, any conflicts of interest or favoritism and/or the appearance thereof and shall avoid any conduct that might result in a Board member, or employee failing to adhere to any Code of Ethics or standards of conduct adopted by the Authority's Board of Directors.
- (j) The Contracting Officer's determination under this article shall be final and shall be considered a question of fact within the meaning of the "Disputes" article of this Contract.

22. CONTRACTOR PERSONNEL

- (a) The Authority may direct the replacement of the Contractor's employees reasonably deemed to be unsuitable by the Contracting Officer, or whose continued participation in the work is deemed contrary to the best interests of the Authority. Except in circumstances deemed exigent by the Contracting Officer, the reason for replacement will be discussed between the Contractor and the Authority before a replacement directive is issued. Upon receipt of a written replacement directive from the Authority specifying the date by which the replacement must occur, the Contractor shall proceed with the replacement and shall do so in a manner that minimizes, to the greatest extent practicable, any impact upon the Contract.
- (b) Contractor personnel required to work on WMATA's property must obtain a WMATA vendors' badge and successfully complete the mandatory safety training that must be renewed yearly. The Contractor must advise its affected personnel that, to obtain a vendor's badge, a signed waiver to perform a background check is required.

23. FALSE STATEMENTS, CLAIMS OR SUBMISSIONS

- (a) The Contractor acknowledges its responsibility to undertake its obligations under this publicly funded Contract with full integrity and, to take all reasonable steps to ensure that statements, claims and submissions made pursuant to this Contract are provided in good faith and with a reasonable belief as to their truthfulness, accuracy and completeness.
- (b) In the event that it is finally determined by a court of competent jurisdiction that any statement, claim, submission, or certification made by or on behalf of the Contractor pursuant to a material element of the Contract was knowingly false, fictitious or fraudulent, the Authority shall be entitled to recover from the Contractor, an amount equal to not more than three (3) times the monetary value of the benefit derived or sought to be derived by the Contractor through its false statement, claim or submission. For purposes hereof, an element of the Contract shall be deemed material if it impacted or could reasonably have been intended to impact the disposition of any claim, dispute, proposed or implemented change order, proposed pricing or schedule adjustment of any nature, or other substantive issue directly affecting the rights of the parties under the Contract.

- (c) The Authority's only remedy prior to a final determination by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.
- (c) The Authority's rights set forth in this article are in addition to any contractual, legal or equitable rights that may arise upon the Contractor's submission of a false claim or statement, including without limitation, the Authority's right to terminate the Contract for default once fraud is finally determined by a court of competent jurisdiction. The provisions of this clause shall not serve in any respect to limit, waive or modify any civil or criminal liability, of the Contractor or any of its officers, agents or employees that such conduct may precipitate.

(d)

(e) **CHAPTER X – MISCELLANEOUS ADDITIONAL PROVISIONS**

1. FEDERAL, STATE, AND LOCAL TAXES

- (a) Except as may be otherwise provided in this Contract, the Contract price shall be deemed to include all applicable Federal, state and local taxes and duties.
- (b) If a statute, court decision, written ruling or regulation regarding any Federal excise tax or duty on the transactions or property covered by this Contract takes effect after the Contract date, and:
- (c) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or rate increase that would not otherwise have been payable on such transactions or property, the Contract price shall be increased by the amount of such tax or duty or rate increase, if the Contractor warrants in writing that no amount for such newly imposed Federal obligation was included in the Contract price as a contingency reserve or otherwise; or
- (d) Results in the Contractor not being required to pay or bear the burden of, or in its obtaining a refund or drawback of, any Federal excise tax or duty that would otherwise have been payable on such transactions or property or that was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Authority, as the Contracting Officer directs. If the Contractor fails to follow the Contracting Officer's instructions, it will be required to pay or bear the burden of, any such Federal excise tax or duty through a decrease in the Contract price.
- (e) Paragraph (b) above shall not be applicable to social security taxes or to any other employment tax.
- (f) No adjustment of less than \$250 shall be made in the Contract price pursuant to paragraph (b).

- (g) As used in paragraph (b), the term “Contract date” means the date the Contract was executed by the Authority. As to additional services, supplies or construction procured by modification to this Contract, the term “Contract date” means the effective date of such modification.
- (h) The Contractor shall promptly notify the Contracting Officer of matters that may result in either an increase or decrease in the Contract price under this clause and shall take action as the Contracting Officer directs. The Authority shall be entitled to a reduction in the Contract price reflecting such amount and a refund of monies paid related to such taxes, plus applicable interest.

2. PUBLIC COMMUNICATION

The Contractor shall not issue communications to the media, place advertisements, nor publicize through any means the services, goods or construction that it is providing to WMATA under this Contract, without prior written consent of the Contracting Officer. The Contractor shall not publish, in print or online, any communications products such as newsletters, press releases, blogs or other communications without the Contracting Officer’s prior, written consent. Approval of any such requests shall be at the Contracting Officer’s sole discretion.

3. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

- (a) This Contract shall be deemed to be executed in the District of Columbia, regardless of the domicile of the Contractor and shall be governed by and construed in accordance with the laws of the District of Columbia except to the extent, if any, superseded by Federal law.
- (b) The parties agree that any and all claims asserted by or against the Authority arising hereunder or related hereto shall be heard and determined either in the courts of the United States located in the District of Columbia, the State of Maryland or the Commonwealth of Virginia or in the courts of the District of Columbia, State of Maryland or Commonwealth of Virginia that maintain jurisdiction over such claims and where venue properly resides.

4. SEVERABILITY

If the Contract contains any unlawful provisions, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

5. SURVIVAL

Any provision expressly set forth as surviving the expiration or termination of this Contract, shall be deemed to survive any such expiration or termination.

CHAPTER XI – ADDITIONAL FEDERAL PROVISIONS

1. NOTIFICATION OF FEDERAL PARTICIPATION- FTA

This project is being funded in whole or part with Federal funds.

2. ALL NECESSARY FEDERAL PROVISIONS DEEMED INCLUDED- FTA

It is the intent of the parties that each and every provision of law required to be inserted in this Contract should be and is hereby inserted herein.

3. ACCESS TO THIRD PARTY CONTRACT RECORDS- FTA

- (a) The Contractor agrees to provide the Authority, the FTA Administrator, the U.S. Comptroller General or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. §633.17 to provide FTA Administrator or his or her authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U. S. C. § 5302(a)(1), which is receiving Federal financial assistance through the programs described at 49 U. S. C. §§ 5307, 5309 or 5311.
- (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain such records until the Authority, the FTA Administrator, the U.S. Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. [See 49 C.F.R. § 18.39(i)(11)].

4. AMERICANS WITH DISABILITIES ACT ACCESSIBILITY – FTA

- (a) The Contractor agrees that it will operate public transportation services in compliance with 42 U.S.C. § 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)" using facilities and equipment that comply with 49 C.F.R. Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38. Private entities must comply with the requirements of 49 C.F.R. Part 37 applicable to public entities with which they contract to provide public transportation services.
- (b) Facilities to be used in public transportation service must comply with 42 U.S.C. § 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; and Joint ATBCB/DOT regulations,

“Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.

5. **RIGHTS IN DATA AND COPYRIGHTS — FTA**

N/A

(a)

6. **PATENT RIGHTS – FTA**

N/A

7. **BUY AMERICA ACT- FTA**

- (a) The Buy America Act requirements apply to the following types of contracts: construction contracts, the acquisition of goods or rolling stock valued at more than \$150,000.00³
- (b) The Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, and include final assembly in the United States for fifteen (15) passenger vans and fifteen (15) passenger wagons produced by the Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have a sixty-five percent (65%) domestic content.
- (c) Contractor is responsible for flowing down these requirements to subcontractors at every tier. The dollar threshold only applies to the prime contract. All subcontracts thereunder are subject to the Buy America Act requirements.
- (c) An offeror must submit to WMATA the appropriate Buy America Act certification with all offers on FTA funded contracts, except those subject to a general waiver. Offers that are not accompanied by the appropriate Buy America Act certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

8. **PRE-AWARD AND POST DELIVERY AUDIT REQUIREMENTS – FTA**

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulations at 49 C.F.R. Part 663 and to submit the following certifications:

- (a) *Buy America Act Requirements.* The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with the Buy America Act. If the offeror certifies compliance with the Buy America Act, it shall submit documentation that lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and cost; and 2) the location of the final assembly point for the rolling stock, including a

³ If the federal grant that funds this procurement was issued prior to 12/2014, then this amount is \$150,000.00.

description of the activities that will take place at the final assembly point and the cost of final assembly.

- (b) *Solicitation Specification Requirements*. The Contractor shall submit evidence that it will be capable of meeting the proposed specifications.
- (c) *Federal Motor Vehicle Safety Standards (FMVSS)*. The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.

9. **CHARTER BUS REQUIREMENTS- FTA**

N/A

10. **SCHOOL BUS REQUIREMENTS- FTA**

N/A

11. **BUS TESTING- FTA**

N/A

12. **CARGO PREFERENCE- FTA**

The Contractor agrees:

- (a) To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract if such vessels are available at fair and reasonable rates for United States flag commercial vessels;
- (b) To furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to WMATA (through the Contractor in the case of a subcontractor's bills-of-lading) and to the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street SW, Washington, DC 20590;
- (c) To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean liner.

13. **CLEAN AIR ACT- FTA**

N/A

- (a)

14. **CLEAN WATER ACT- FTA**

N/A

15. **RECOVERED MATERIALS/ RECYCLED PRODUCTS- FTA**

- (a) The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- (b) Flow-down requirement. The Contractor also agrees to include these requirements in each subcontract financed, in whole or in part, with Federal assistance provided by FTA.

16. **RETAINAGE**

Final Payment Only Retainage. All amounts withheld from Contractor as retainage, based on a percentage of the work completed, or as a line item tied to the completion of the work shall be retained solely out of the Contractor's final payment. Payment of any fund withheld from Contractor's final payment shall be released to Contractor within thirty (30) days after completion of Contractor's Work and Closeout Release.

17. **ENERGY CONSERVATION- FTA**

N/A

18. **CHANGES TO FEDERAL REQUIREMENTS- FTA**

- (a) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (22) dated October 1, 2015) between the Authority and FTA, as they may be amended or promulgated during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
- (b) Flow-down requirement. The Contractor agrees to include this Article in each subcontract financed in whole or in part with Federal Assistance provided by FTA. It is further agreed that the Article shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. **FLY AMERICA REQUIREMENTS- FTA**

- (a) The Contractor agrees to comply with 49 U. S. C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. § 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U. S. Flag carriers for U. S. Government financed international air travel and transportation of their personal effects or property, to the

extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U. S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall provide a certificate of compliance with the Fly America requirements.

- (b) Flow-down requirement. The Contractor agrees to include the requirements of this article in all subcontracts that may involve international air transportation.

20. PAYMENT DEDUCTIONS - NONCOMPLIANCE WITH DBE REQUIREMENTS- FTA

- (a) For Federally funded contracts that exceed \$150,000 and to which the Disadvantage Business Enterprise (DBE) Requirements (Appendix B) apply, the failure to perform in accordance with requirements of Appendix B may result in a partial or full suspension of payment, including progress payments, if applicable.
- (b) If the Contractor is found to be in noncompliance with the DBE requirements of Appendix B, the progress of the work shall also be deemed to be unsatisfactory, and an amount equal to the DBE participation in the Contract shall be retained from payment (or progress payments, if any) made to the Contractor.
- (c) If the contract value is over \$150,000, the prime contractor will be responsible for submitting a monthly report of the status of its DBE subcontractors as outlined in Appendix B to the Contracting Officer.
- (d) If the Contractor fails to submit the required monthly DBE reports, the Contracting Officer may suspend payment (or progress payments) until such time as the monthly reports are submitted and accepted by the Authority.

21. GOVERNMENT-WIDE DEBARMENT OR SUSPENSION- FTA

- (a) The Contractor is bound by its certification contained in its offer to the Authority that neither the Contractor its principals, or affiliates, are excluded or disqualified, from Federal contracting. The certification is a material representation of fact, relied upon by the Authority in entering into this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R, part 180, subpart C as adopted and supplemented by U.S. DOT regulations at 2 C.F.R, part 1200 "Nonprocurement Suspension and Debarment," including any amendments thereto, Executive Orders Nos. 12549 and 12689 "Debarment and Suspension" 31 U.S.C. § 6101 note, and other applicable Federal laws, regulations or guidance regarding participation with debarred or suspended contractors throughout the term of this Contract.
- (b) Flow-down requirement. The Contractor agrees to include this article in all subcontracts at all tiers under this Contract requiring lower tier contractors to comply with Federal suspension and debarment requirements, and review the System for Award Management (SAM) at www.sam.gov in order to comply with U.S. DOT

regulations at 2 C.F.R, Part 1200 prior to awarding any subcontract under this Contract.

22. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- (a) The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in other Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F and FTA Master Agreement (23) October 1, 2016 or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT or FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the Authority's requests that would cause the Authority to be in violation of the FTA terms and conditions.
- (b) Flow-down requirement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

23. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES- FTA

- (a) The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, it is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.
 - (c) Flow-down requirement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
 - (d)

24. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD- FTA

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. § 3801 *e.t seq.* and U. S. DOT Regulations, "Program Fraud Civil Remedies," 49 C.F. R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or FTA assisted project for which this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent that it deems appropriate.

- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U. S. C. 5307, the Government reserves the right to impose the penalties of 18 U. S. C. 1001 and 49 U. S. C 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (c) Flow-down requirement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. LOBBYING- FTA

- (a) The Contractor agrees that it will not use Federal funds to influence any officer or employee of a Federal agency, member of Congress or an employee of a member of Congress or an officer or employee of Congress on matters that involve this Contract or the underlying grant or agreement, including any award, extension or modification.
- (b) Contractor agrees that it will comply with 31 U.S.C. § 1352, as amended, U.S. DOT regulations "New Restrictions on Lobbying" 49 C.F.R, Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended and other applicable Federal laws, regulations and guidance prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature unless an exception exists in current Federal law.
- (c) Flow-down requirement. The Contractor agrees to include these requirements in all subcontracts at all tiers under this Contract.

26. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS-FTA

The Contractor agrees to:

- (a) Conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), as amended by MAP-21, unless it obtains an exemption from those requirements;
- (b) Follow:
 - (1) FTA Notice, "PTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and
 - (2) All other applicable Federal guidance, and
- (b) Flow this provision down to all applicable subcontracts.

27. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS- FTA

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552 (a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (b) The Contractor also agrees to include these requirements in each subcontract involving the administration of any system of records on behalf of the Federal government financed, in whole or in part, with Federal assistance provided by FTA.

28. PROGRESS PAYMENTS

N/

29. BONDING FOR CONSTRUCTION PROJECTS EXCEEDING \$150,000 – FTA

N/

30. BONDING REQUIREMENTS – GENERAL

N/A

CHAPTER XII-WMATA POLICIES

1. SAFETY REQUIREMENTS
(D)

N/A

2. CRIMINAL BACKGROUND CHECK REQUIREMENT

- (a) As a prerequisite to eligibility for a WMATA-issued identification and access badge (“One Badge”), access to WMATA’s customers, property, or confidential information, and in consideration for this Contract, the Contractor shall have the sole responsibility for, and shall assure, adequate criminal background screenings on a routine basis of all of its personnel who are or will be working on WMATA’s premises (whether they receive a One Badge or not) or otherwise have access to WMATA’s customers, property, or confidential information.
- (b) Contractor shall implement, not later than notice to proceed, a criminal background check screening of the Contractor’s personnel that shall take into consideration (1) the nature of the services or work being performed under the contract with particular regard for the individual’s access to, and interaction with, WMATA’s customers, property, and confidential information;

(2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence.

- (c) The Contractor shall contract with, or otherwise engage, a reputable third-party vendor to conduct the required criminal background screenings, and shall provide the vendor with a copy of its criminal background check screening policies and procedures.
- (d) The Contractor shall not place any person on or engage any person under this Contract, unless that person passes the Contractor's criminal background screening. At the end of each calendar quarter, the Contractor shall certify to the Contracting Officer's Technical Representative on a form provided, its compliance with this criminal background screening requirement and confirm that all persons required to be screened passed the contractor's criminal background screening before working on this Contract. For the sole purpose of monitoring the Contractor's compliance, WMATA reserves the right to request additional documents or perform its own criminal background screening of Contractor's personnel. The Contracting Officer will inform the Contractor, in writing, of any proposed action within a reasonable time before such action is taken.
- (e) The Contractor shall indemnify and hold WMATA harmless from any and all claims, demands, damages, costs and expenses, including attorneys' fees and other costs and expenses associated with any claims, demands, requests for relief, and/or other liabilities arising out of or resulting from the contractor's criminal background screening obligations and processes.
- (f) The Contractor will include this requirement in all subcontracts under this Contract, and receive certifications from their subcontractors to ensure that its subcontractors' personnel who are or will be working on WMATA's premises (whether they receive a One Badge or not) or otherwise have access to WMATA's customers, property, or confidential information undergo the required criminal background checks.

3. WORKPLACE VIOLENCE/ZERO TOLERANCE

Pursuant to Metro Policy/Instruction 7.8.3, all Metro Contractors and subcontractors at any tier must: (1) Establish zero tolerance for acts of workplace violence for their employees and independent contractors, and (2) not retaliate against any of their employees or independent contractors for cooperating with investigations.



MID-ATLANTIC COOPERATIVE RIDER CLAUSE

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
 - 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
 - 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
 - 2.3 Contract obligations rest solely with the participating entities only;
 - 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

**PART III TECHNICAL SPECIFICATIONS- STATEMENT OF
WORK**



STATEMENT OF WORK

Washington
Metropolitan
Area
Transit
Authority

Project Title:

(Non-Police)

**LIGHT DUTY AND HEAVY DUTY PICKUP TRUCKS
&
HEAVY DUTY MOVING VAN & BUCKET TRUCK 60 FT**

Introduction

- Per the August 7, 2013 Cooperative Agreement for Phase 2 of the Dulles Corridor Metrorail Project (Silver Line) between the WMATA and the Metropolitan Airports Authority (MWA), WMATA “shall manage the procurement for all non-revenue vehicles ... required for Phase 2 of the Project...”
- Seventeen (17) Non-Revenue, Non-Police Light-Duty & Heavy-Duty Service Vehicles are planned to be purchased to support the operations and maintenance of the Dulles Corridor Metrorail (Silver Line) Extension to Ashburn (Phase 2.)

Current Scope of Work

- The contractor is expected to deliver new unused vehicles.
- The vehicles must include all standard equipment unless stated otherwise in the Technical Specifications.
- The vehicles must meet all minimum required specifications.
- The vehicle’s exterior must be free of any advertising (company names, trade names, etc.).

Performance and Acceptance Criteria

- WMATA reserves the right to perform on-site acceptance inspections at the contractor's facilities during vehicle construction, prior to painting and prior to delivery.
- WMATA must perform a First Article Inspection (FAI) on a minimum of one (1) vehicle from each Spec Item Number prior to any vehicles of that Item Number being delivered to WMATA site.
- The vehicles must comply and conform to all applicable Federal, FTA, State, and Local laws and emissions, environmental, safety, and health regulations in force at the time of delivery.
- The below items outlined on *Attachment B* must be delivered with the vehicle or prior to vehicle delivery or vehicle delivery can be refused:
 - Operating and Maintenance Manuals: Three (3) complete sets of (CD format)
 - A Consumable Parts List with the Manufacturers Name and Manufacturer Part Number for the Original Equipment (OEM) replacement parts outlined in *Attachment A* for each different year, make & model vehicle combination. This information must be typed. Hand written forms are unacceptable. An electronic, fillable copy of this form will be supplied after contract award upon request.
 - Six (6) complete sets of keys for each vehicle and any additional equipment (i.e. body doors, tool boxes, etc.). Ignition and door keys must be keyed alike.
 - Owner’s Manual for each vehicle.
 - An executable Certificate of Origin for each vehicle.
 - An Invoice with the Contract Number, Purchase Order Number and Spec Item Number included.

- Vehicle Warranty Registration form and Terms & Conditions.
- Warranty Registration form and Terms & Conditions for any ancillary equipment supplied with the vehicle.
- Vehicle fuel level must be a minimum half tank.
- All vehicle fluids must be filled to the correct level.
- Vehicles must have valid temporary tag affixed to the vehicle and proper temporary registration supplied. Tags must be valid for thirty (30) days from date of delivery.
- All factory Service Bulletins must be sent to WMATA’s Service Vehicles Fleet Manager.
- After vehicle delivery to WMATA site and prior to final acceptance and payment is issued the contractor will be notified with documentation of any deficiencies found as required by the Technical Specification.
- Final acceptance will not occur until remedy of all deficiencies and an inspection by an authorized WMATA employee has been performed.
- The contractor is responsible for transporting the vehicle to and from the location where repairs will be performed.
- Failure to comply with changes to conform to any clause of the Specification or inspection, within 30 days after notice is given of such changes, shall also be cause for rejection of the vehicle.
- Permission to keep or store the vehicle in any building owned or occupied by WMATA or its use by WMATA during the above specified period shall not constitute acceptance.

Performance Schedules

- Vehicle delivery and acceptance must be completed prior to dates listed below.

Delivery Date	Qty.	Item #	New Vehicle Description
12/14/2018	1	1	PICKUP TRUCK .5 TON RC 4WD SHORT BED
12/14/2018	2	2	PICKUP TRUCK 1.0 TON EC 4WD SRW 8 FT w/ CAB GUARD, PLOW, TG SPREADER, LIGHT BAR, STROBES, TOW PKG., CHEVRON
04/12/2019	11	3	PICKUP TRUCK 1.0 TON CC 4WD SRW 8 FT w/ CAB GUARD, LIFT GATE, STROBES, TOW PKG
04/12/2019	2	4	HD MOVING VAN
07/1/2019	1	5	HD BUCKET TRUCK 60 FT.

- Upon vehicle delivery to WMATA site all items on the attached “Delivery Acceptance Check-Off Sheet” must be received or vehicle delivery can be refused.

Location of work and any constraints

- Contractor must notify WMATA’s Service Vehicles Fleet Manager prior to any vehicles being delivered to WMATA site.
- Vehicle(s) must be delivered to WMATA site by the contractor.
- Vehicle(s) must be delivered Monday - Friday between 6:00 am. - 1:30 pm.
- Deliveries cannot be made on Holidays or weekends.
- Delivery shall be made to:

Washington Metropolitan Area Transit Authority
Carmen Turner Facility
3500 Pennsy Drive
Building F
Hyattsville, MD. 20785
Attention: Body Shop Supervisor
Phone: 301-618-1202

Technical Specifications

Qty.	ITEM:	New Vehicle Description
1	1	PICKUP TRUCK .5 TON RC 4WD SHORT BED
2	2	PICKUP TRUCK 1.0 TON EC 4WD SRW 8 FT w/ CAB GUARD, PLOW, TG SPREADER, LIGHT BAR, STROBES, TOW PKG., CHEVRON
11	3	PICKUP TRUCK 1.0 TON CC 4WD SRW 8 FT w/ CAB GUARD, LIFT GATE, STROBES, TOW PKG
2	4	HD MOVING VAN
1	5	HD BUCKET TRUCK 60 FT.

“SPECIFIC VEHICLE SPECIFICATIONS LISTED BELOW”

CONSUMABLE PARTS LIST

VEHICLE SPECIFICATION ITEM NUMBER:

YEAR, MAKE & MODEL:

	DESCRIPTION	MANUFACTURER	PART NUMBER
1	BATTERY		
2	BOOT, IGNITION COIL		
3	BRAKE DRUM/ ROTOR, FRONT		
4	BRAKE DRUM/ ROTOR, REAR		
5	BRAKE PADS/ SHOES, FRONT		
6	BRAKE PADS/ SHOES, REAR		
7	BRAKE SHOES, PARKING		
8	BRAKE PEDAL PAD		
9	CAP, FUEL		
10	CAP, RADIATOR		
11	COIL, IGNITION		
12	DRIVE BELT		
13	DRIVE BELT		
14	FILTER, AIR		
15	FILTER, BREATHER		
16	FILTER, COOLANT		
17	FILTER, ENGINE OIL		
18	FILTER, FUEL		
19	FILTER, FUEL SEPERATOR		
20	FILTER, HVAC FRESH AIR/ CABIN		
21	FILTER, HYDRAULIC		
22	FILTER, POWER STEERING		
23	FILTER, TRANSMISSION		
24	FLUID, AXLE, FRONT		
25	FLUID, AXLE, REAR		
26	FLUID, BRAKE		
27	FLUID, ENGINE COOLANT		
28	FLUID, ENGINE OIL		
29	FLUID, HYDRAULIC		
30	FLUID, POWER STEERING		
31	FLUID, TRANSFER CASE		
32	FLUID, TRANSMISSION		
33	GASKET, THERMOSTAT		
34	HEADLIGHT, HIGH BEAM		
35	HEADLIGHT, LOW BEAM		
36	PCV VALVE		
37	SENSOR, TIRE PRESSURE		
38	SPARK PLUGS		
39	STRAP KIT, TIRE PRESSURE MONITOR		
40	THERMOSTAT		
41	TIRES, FRONT		
42	TIRES, REAR		
43	WINDSHIELD WIPER BLADES, FRONT		
44	WINDSHIELD WIPER BLADES, REAR		
45	WIRE SET, SPARK PLUG		

Exhibit 1, Vehicle Specifications

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SILVER LINE PHASE 2
VEHICLE PURCHASE

ITEM 1

LIGHT DUTY
SERVICE VEHICLE SPECIFICATION

PICKUP TRUCK, FULL-SIZE, 1/2 TON

PICTURES ARE SIMILAR TO VEHICLE BEING SPECIFIED (THEY DO NOT DEPICT ACTUAL VEHICLE)



January 4, 2018

SECTION 1: GENERAL INFORMATION

1.1 **VEHICLE USAGE:** UNDER NORMAL CONDITIONS THIS VEHICLE WILL BE UTILIZED TO TRANSPORT WORK CREWS, SMALL TOOLS AND EQUIPMENT TO VARIOUS LOCATIONS IN THE WASHINGTON METROPOLITAN AREA TO SUPPORT THE MAINTENANCE AND OPERATION OF THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

******* ATTENTION OFFEROR ***** VERY IMPORTANT ***** READ BELOW *******

******* THIS COMPLETED DOCUMENT MUST BE SUBMITTED WITH PROPOSAL *******

OFFEROR MUST CHECK THE BOX IN COLUMN "B" IF THEIR PROPOSED SPEC MEETS THE WMATA REQUIREMENT

ANY BOX IN COLUMN "B" NOT CHECKED WILL BE CONSIDERED AS NOT MEETING THE REQUIREMENT

	A	B
SPECIFICATION		MEETS SPEC

SECTION 2: BASE VEHICLE

2.1	YEAR	2019 OR MOST CURRENT MODEL YEAR		
2.2	MAKE/ MODEL	CHEVROLET SILVERADO 1500, GMC SIERRA 1500, FORD F-150 OR WMATA APPROVED EQUAL		
2.3	BODY/ CAB STYLE	REGULAR CAB (2) DOOR/ 6.5 FT. PICKUP BOX		
2.4	DRIVE TYPE	FOUR WHEEL DRIVE (4WD)		
2.5	VEHICLE PAINT COLOR	SOLID WHITE		
2.6	CONTRACTOR MUST STATE BELOW THE YEAR, MAKE, MODEL AND TRIM LEVEL/PKG. OF THE PROPOSED VEHICLE(S) (E.g. 2016 FORD EXPLORER XLT)			
2.6.1	YEAR:			
2.6.2	MAKE:			
2.6.3	MODEL:			
2.6.4	TRIM LEVEL/PKG.:			

SECTION 3: POWERTRAIN

3.1	ENGINE	V6		
3.2	FUEL SYSTEM	GASOLINE, ELECTRONIC FUEL INJECTION		
3.3	FUEL TANK CAPACITY	23 GALLONS		
3.4	TRANSMISSION	ELECTRONICALLY CONTROLLED AUTOMATIC		
3.5	FOUR WHEEL DRIVE SYSTEM	ELECTRONIC SHIFT-ON-THE-FLY (ESOF)		

SECTION 4: STARTING & CHARGING SYSTEMS

4.1	STANDARD FOR VEHICLE SPECIFIED			
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SECTION 5: WEIGHT RATINGS

5.1	FRONT GAWR	3,000 LBS.		
5.2	REAR GAWR	3,300 LBS.		
5.3	GVWR	6,100 LBS.		

SECTION 6: CHASSIS

6.1	SUSPENSION, FRONT	INDEPENDENT		
6.2	SUSPENSION, REAR	LEAF SPRINGS		
6.3	TIRES	ALL SEASON RADIAL w/ BLACK SIDE WALLS		
6.4	WHEELS	STANDARD FOR VEHICLE SPECIFIED		
6.5	SPARE TIRE & WHEEL	STANDARD TYPE & SIZE		
6.6	STEERING	POWER ASSISTED		
6.7	BRAKE SYSTEM	FOUR WHEEL DISC w/ FOUR WHEEL ANTI-LOCK BRAKING SYSTEM (ABS)		

SECTION 7: DIMENSIONS			
7.1	WHEEL BASE	119.00"	
7.2	BED LENGTH @ FLOOR	78.00"	
SECTION 8: INTERIOR			
8.1	PASSENGER CAPACITY/ CONFIGURATION	THREE (3)/ SINGLE ROW	
8.2	SEATING		
8.2.1	MATERIAL	HEAVY DUTY VINYL	
8.2.2	COLOR	MEDIUM OR DARK GRAY OR WMATA APPROVED EQUAL DARK COLOR	
8.2.3	ADJUSTMENT	MANUALLY ADJUSTABLE	
8.2.4	HEAD RESTRAINTS	ALL SEATING POSITIONS	
8.3	FLOOR COVERING	HEAVY DUTY BLACK RUBBERIZED VINYL MUST COVER ENTIRE FLOOR AREA	
8.4	DOME LIGHT(S)	ONE (1) PER ROW OF SEATING	
8.5	AUXILLIARY POWER OUTLETS	TWO (2) 12V DC POWER OUTLETS	
8.6	SOUND SYSTEM/RADIO	AM/FM STEREO, CD PLAYER, MP3 COMPATIBLE	
8.7	VOICE-ACTIVATED COMMUNICATIONS	BLUETOOTH CAPABILITY w/ STEERING WHEEL CONTROLS	
8.8	STEERING WHEEL/ COLUMN	ADJUSTABLE w/ AUDIO & BLUETOOTH CONTROLS	
8.9	CRUISE CONTROL	w/ STEERING WHEEL MOUNTED CONTROLS	
8.10	CLIMATE CONTROL	HEAT, VENTILATION & AIR CONDITIONING	
8.11	DOOR LOCKS	POWER LOCKS w/ REMOTE KEYLESS ENTRY	
8.12	WINDOWS	ALL POWER w/ DRIVERS ONE TOUCH DOWN	
8.13	WINDSHIELD WIPERS	VARIABLE SPEED INTERMITTENT w/ WASHER	
SECTION 9: EXTERIOR			
9.1	LICENSE PLATE BRACKETS	FRONT & REAR INSTALLED. REAR MUST HAVE LIGHT(S) TO ILLUMINATE TAG	
9.2	MIRRORS	DRIVER & PASSENGER SIDE	
9.2.1		POWER ADJUSTABLE	
9.2.2		HEATED	
9.3	FRONT GRILL & SURROUND COLOR	BLACK OR BODY COLOR	
9.4	FRONT BUMPER OR FASCIA COLOR	BLACK OR BODY COLOR	
9.5	REAR BUMPER OR FASCIA COLOR	BLACK OR BODY COLOR	
9.6	REAR BUMPER	STEP TYPE	
9.7	CARGO AREA LIGHT(S)	OEM FACTORY INSTALLED	
9.8	BED TIE DOWN HOOKS	FOUR (4) MOUNTED IN THE PICKUP BED	
9.9	BED RAIL & TAILGATE TOP PROTECTORS	OEM FACTORY INSTALLED	
9.10	LOCKING TAILGATE	OEM FACTORY INSTALLED	
SECTION 10: SAFETY RELATED SPECIFICATIONS			
10.1	AIR BAGS		
10.1.1		DRIVER & PASSENGER, FRONT	
10.1.2		DRIVER & PASSENGER, SIDE IMPACT OR SEAT- MOUNTED SIDE AIR BAGS	
10.1.3		SAFETY CANOPY SIDE CURTAIN	
10.2	SEAT BELTS	ALL SEATING POSITIONS	
10.2.1		RETRACTABLE	
10.2.2		THREE POINT	
10.3	DAYTIME RUNNING LIGHTS (DRL)	OEM FACTORY INSTALLED	
10.4	STABILITY CONTROL SYSTEM	OEM FACTORY INSTALLED	
10.5	TRACTION CONTROL SYSTEM	OEM FACTORY INSTALLED	
10.6	TIRE PRESSURE MONITORING SYSTEM	OEM FACTORY INSTALLED	

10.7	REVERSE SENSING SYSTEM	OEM FACTORY INSTALLED ULTRASONIC REAR PARKING ASSIST w/ AUDIBLE WARNING IN DRIVER'S COMPARTMENT		
10.8	REAR VIEW CAMERA SYSTEM	OEM FACTORY INSTALLED CAMERA SYSTEM THAT DISPLAYS PATH OF TRAVEL WHEN VEHICLE IS IN REVERSE		
10.9	EXTERIOR AUDIBLE REVERSE ALARM	WHELEN MODEL WBUA112, 87-112dB, SELF-ADJUSTING OR WMATA APPROVED EQUAL		
SECTION 11: ADDITIONAL ITEMS TO BE PROVIDED AND INSTALLED BY CONTRACTOR				
11.0	FLEETWATCH GP55 SYSTEM:			
11.0.1	COMPONENT MOUNTING: MOUNTING OF COMPONENTS AS SPECIFIED MAY NOT BE POSSIBLE DUE TO SOME VEHICLE'S SPECIALIZED EQUIPMENT. IN THOSE CASES THE CONTRACTOR MUST HAVE THE COMPONENT LOCATION APPROVED BY WMATA PRIOR TO INSTALLATION			
11.0.2	READER: MOUNTING (PICKUP TRUCKS); SHALL HAVE THE READER MOUNTED ON THE INTERIOR SIDE, REAR WINDOW THAT IS CLOSEST TO THE FUELING DOOR. IF THE VIEW IS OBSTRUCTED FROM THE REAR THE UNIT SHALL BE MOUNTED ON THE INTERIOR OF FRONT WINDSHIELD, FUELING SIDE, AS LOW AND AS CLOSE TO THE PILLAR AS POSSIBLE. UNIT SHALL BE EASILY ACCESSIBLE FOR MAINTENANCE			
11.0.3	MODULE: SHALL BE SECURELY MOUNTED INSIDE OF VEHICLE IN AN AREA WHERE IT WILL NOT BE DAMAGED BY NORMAL OPERATION. EASE OF MAINTENANCE AND REPLACEMENT OF UNIT ALSO MUST BE CONSIDERED			
11.0.4	ANTENNA (SMALL GPS MODULE): SHALL BE MOUNTED ON THE FRONT DASH OR REAR WINDOW DECK SO THAT THERE IS CLEAR (STRAIGHT UP) VIEW OF THE SKY. WMATA'S PREFERENCE IS THE REAR DECK. IT SHALL NOT OBSTRUCT THE OPERATORS VIEW IF IS MOUNTED ON THE FRONT DASH AREA			
11.0.5	SYSTEM GROUND: MUST BE ATTACHED TO A DEDICATED CHASSIS GROUND			
11.0.6	BATTERY POWER: MUST BE HOT AT ALL TIMES AND SHALL BE ACCESSED FROM ONE OF THE VEHICLES EXISTING FUSE/ JUNCTION BOXES IN A MANNER NOT TO COMPROMISE THE INTEGRITY OF THE CHOSEN CIRCUIT. THE MODULE MUST BE PROTECTED WITH A DEDICATED FUSE CIRCUIT BY THE USE OF AN ADD-A-FUSE STYLE TAP (COOPER BUSSMAN #BP/HHH OR EQUIVILENT)			
11.0.7	IGNITION POWER: MUST HAVE BATTERY VOLTAGE AT ALL TIMES WHEN THE KEY IS ON AND THE VEHICLE IS IN MOTION AND BE OPEN WHEN THE KEY IS OFF. IT MUST BE ACCESSED FROM ONE OF THE VEHICLES EXISTING FUSE/ JUNCTION BOXES IN A MANNER NOT TO COMPROMISE THE INTEGRITY OF THE CHOSEN CIRCUIT. THE MODULE MUST BE PROTECTED WITH A DEDICATED FUSE CIRCUIT BY THE USE OF AN ADD-A-FUSE STYLE TAP (COOPER BUSSMAN #BP/HHH OR EQUIVILENT)			
11.0.8	INSTALLATION: ALL CONNECTIONS MUST BE HARD WIRED, NO QUICK DISCONNECT ELECTRICAL TERMINALS SHALL BE USED			
11.1	AFTERMARKET/ ADD-ON ELECTRICAL & LIGHTING COMPONENTS			
11.1.1	OFFEROR MUST PROVIDE PROPER WIRING AND CIRCUIT PROTECTION FOR ALL ELECTRICAL AND LIGHTING COMPONENTS THAT WILL HANDLE THE LOAD REQUIREMENTS OF THEIR INSTALLED COMPONENT(S)			
11.1.2	NO QUICK DISCONNECT ELECTRICAL TERMINALS SHALL BE USED			
11.1.3	ALL CONNECTIONS MUST BE SOLDERED AND SEALED w/ SHRINK TUBE WHERE POSSIBLE			
11.1.4	ALL CONNECTIONS MUST BE HARD WIRED UNLESS OTHER METHOD IS RECOMMENDED AND PROVIDED BY THE MANUFACTURER OF THE COMPONET BEING INSTALLED			
11.1.5	ALL WIRING MUST BE ROUTED THROUGH LOOM AND PROPERLY SECURED			
11.1.6	ALL HOLES FOR WIRE ROUTING MUST HAVE GROMMETS			

11.1.7	ALL ELECTRICAL WIRING SHALL BE SHIELDED FROM EXHAUST SYSTEM, HIGH HEAT SOURCES AND MOVING PARTS		
11.2	STEPS		
11.2.1	TYPE: LUVERNE BAJA, N-FAB NERF-STEP OR WMATA APPROVED EQUAL (REFERENCE PHOTO ATTACHED)		
11.2.2	DESCRIPTION: DROP STEP NERF BARS w/ INTEGRATED ANTI-SLIP STEP SURFACE AT EACH DOOR. BARS w/ STEP SURFACES THAT ARE REPLACEABLE (I.E., PLASTIC INSERTS) WILL NOT BE ACCEPTED. RUNNING BOARDS OR CHROME STEPS WILL NOT BE ACCEPTED		
11.2.3	STEP QTY: SHALL HAVE TWO (2) STEPS ON EACH BAR		
11.2.4	MATERIAL: STEEL, ALL WELDED ONE-PIECE CONSTRUCTION		
11.2.5	COATING: TEXTURED BLACK POWDER COAT FINISH		
11.2.6	MOUNTING: BARS SHALL BE INSTALLED ON BOTH SIDES OF TRUCK AND ATTACHED TO THE OEM APPROVED MOUNTING LOCATIONS. OFFEROR SHALL SUPPLY ALL NECESSARY MOUNTING BRACKETS & HARDWARE		
11.2.7	WARRANTY: LIFETIME ON PRODUCT & FIVE (5) YEAR ON FINISH		
11.2.8	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		
11.3	BEDLINER: TRUCK BED & TAILGATE SPRAY LINED WITH RHINO LINER, LINE X OR SIMILAR PRODUCT PER MANUFACTURER RECOMMENDATIONS. LINER SHOULD BE SPRAYED OVER THE BED RAILS IF OEM BED RAIL CAPS ARE NOT UTILIZED, SPRAYED UNDER THE RAILS IF OEM RAIL CAPS ARE UTILIZED. REAR END PANEL (AKA VALENCE OR MODESTY PANEL) MUST BE LINED. FLOOR, SIDES & BACK OF CAB MUST BE SEALED (WATER TIGHT) BETWEEN BED & LINING		
11.4	CAB GUARD (AKA: HEADACHE RACK): (REFERENCE PHOTO ATTACHED)		
11.4.1	TYPE: WEATHERGUARD OR WMATA APPROVED EQUAL MESH HEADACHE RACK		
11.4.2	COLOR: BLACK		
11.4.3	MOUNTING: SHALL BE MOUNTED ON BED RAILS		
SECTION 12: BODY			
12.1	STANDARD BODY w/ SHORT LENGTH PICKUP BOX		
SECTION 13: ADDITIONAL REQUIREMENTS			
13.1	SEE SCOPE OF WORK INCLUDED IN SOLICITATION PACKAGE		
SECTION 14: WARRANTY, ORIGINAL EQUIPMENT MANUFACTURER (OEM)			
14.1	WARRANTY COMMENCEMENT: STARTS ON DATE OF DELIVERY TO WMATA LOCATION		
14.2	BUMPER TO BUMPER, OEM FACTORY: THREE (3) YEARS/ 36,000 MILES		
14.3	POWERTRAIN, OEM FACTORY: SEVEN (7) YEARS/ 100,000 MILES		
14.4	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		

NERF BAR w/ INTEGRATED STEPS



CABGUARD (AKA: HEADACHE RACK)



Exhibit 1, Vehicle Specifications

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SILVER LINE PHASE 2
VEHICLE PURCHASE

ITEM 2

**LIGHT DUTY
SERVICE VEHICLE SPECIFICATION**

PICKUP TRUCK, 1.0 TON, EXTENDED CAB
w/ SNOW PLOW, TAILGATE SPREADER

PICTURES ARE SIMILAR TO VEHICLE BEING SPECIFIED (THEY DO NOT DEPICT ACTUAL VEHICLE)



January 4, 2018

SECTION 1: GENERAL INFORMATION

1.1 **VEHICLE USAGE:** UNDER NORMAL CONDITIONS THE VEHICLE(S) WILL BE UTILIZED TO TRANSPORT WORK CREWS, SMALL TOOLS, EQUIPMENT AND TRAILERS TO VARIOUS LOCATIONS IN THE WASHINGTON METROPOLITAN AREA AND TO PERFORM SNOW REMOVAL OPERATIONS TO SUPPORT THE MAINTENANCE AND OPERATION OF THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY. IT IS EXPECTED THAT THE VEHICLE(S) SHALL BE ABLE TO MANEUVER WITHIN ALL WMATA FACILITIES THROUGHOUT THE WASHINGTON DC, MARYLAND AND VIRGINIA REGIONS AT A MINIMUM, AS WELL AS OFF ROAD AND ON ROADS AND HIGHWAYS BETWEEN WMATA PROPERTIES

******* ATTENTION OFFEROR ***** VERY IMPORTANT ***** READ BELOW *******

******* THIS COMPLETED DOCUMENT MUST BE SUBMITTED WITH PROPOSAL *******

OFFEROR MUST CHECK THE BOX IN COLUMN "B" IF THEIR PROPOSED SPEC MEETS THE WMATA REQUIREMENT

ANY BOX IN COLUMN "B" NOT CHECKED WILL BE CONSIDERED AS NOT MEETING THE REQUIREMENT

	A	B
SPECIFICATION		MEETS SPEC

SECTION 2: BASE VEHICLE

2.1	YEAR	2019 OR MOST CURRENT MODEL YEAR		
2.2	MAKE/ MODEL	CHEVROLET SILVERADO 3500HD, GMC SIERRA 3500HD, FORD F-350 OR WMATA APPROVED EQUAL		
2.3	BODY/ CAB STYLE	FOUR (4) DOOR EXTENDED OR SUPER CAB/ EIGHT (8) FT. PICKUP BOX		
2.4	DRIVE TYPE	FOUR WHEEL DRIVE (4WD), SINGLE REAR WHEELS (SRW)		
2.5	VEHICLE PAINT COLOR	SOLID WHITE		
2.6	OFFEROR MUST STATE BELOW THE YEAR, MAKE, MODEL AND TRIM LEVEL/PKG. OF THE PROPOSED VEHICLE(S) (E.g. 2016 FORD EXPLORER XLT)			
2.6.1	YEAR:			
2.6.2	MAKE:			
2.6.3	MODEL:			
2.6.4	TRIM LEVEL/PKG.:			
2.7	SNOW PLOW PREP PACKAGE	MUST BE OEM FACTORY INSTALLED		

SECTION 3: POWERTRAIN

3.1	ENGINE	V8		
3.2	FUEL SYSTEM	GASOLINE, ELECTRONIC FUEL INJECTION		
3.3	FUEL TANK QUANTITY, CAPACITY	ONE (1), 34 GALLONS		
3.4	TRANSMISSION	ELECTRONICALLY CONTROLLED AUTOMATIC		
3.5	AUXILIARY TRANSMISSION OIL COOLER	HEAVY DUTY AIR - OIL COOLER		
3.6	FOUR WHEEL DRIVE SYSTEM	ELECTRONIC SHIFT-ON-THE-FLY (ESOF)		

SECTION 4: STARTING, CHARGING & ELECTRICAL SYSTEMS

4.1	BATTERY: MAINTENANCE-FREE			
4.1.1	COLD CRANKING AMPS: MIN. 650 CCA, MUST MEET THE REQUIREMENTS OF THE SPECIFIED VEHICLE EQUIPPED WITH ALL OEM & AFTERMARKET ELECTRICAL COMPONENTS INCLUDED ON THE COMPLETED VEHICLE			
4.1.2	DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE BATTERY TYPE & COLD CRANKING AMPS THEY ARE OFFERING			

4.2	ALTERNATOR: HEAVY-DUTY		
4.2.1	OUTPUT AMPERAGE: MIN. 200A, MUST MEET THE REQUIREMENTS OF THE SPECIFIED VEHICLE EQUIPPED WITH ALL OEM & AFTERMARKET ELECTRICAL COMPONENTS INCLUDED ON THE COMPLETED VEHICLE		
4.2.2	DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE ALTERNATOR OUTPUT AMPERAGE OF THE ALTERNATOR(S) THEY ARE OFFERING		
SECTION 5: WEIGHT RATINGS			
5.1	FRONT GAWR	6,000 LBS.	
5.2	REAR GAWR	6,700 LBS.	
5.3	GVWR	11,200 LBS.	
5.4	TRAILER CAPACITY (WEIGHT-CARRYING)	15,000 LBS.	
5.5	DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WEIGHT RATINGS THEY ARE OFFERING		
SECTION 6: CHASSIS			
6.1	SUSPENSION, FRONT	STANDARD FOR VEHICLE SPECIFIED	
6.2	SUSPENSION, REAR	LEAF SPRINGS	
6.3	REAR DIFFERENTIAL	HEAVY DUTY, LOCKING	
6.4	TIRES	ALL SEASON RADIAL w/ BLACK SIDE WALLS	
6.5	WHEELS	GRAY OR SILVER, STEEL WHEELS	
6.6	SPARE TIRE & WHEEL	STANDARD TYPE & SIZE	
6.7	STEERING	POWER ASSISTED	
6.8	BRAKE SYSTEM	FOUR WHEEL DISC w/ FOUR WHEEL ANTI-LOCK BRAKING SYSTEM (ABS)	
SECTION 7: DIMENSIONS			
7.1	WHEEL BASE	158.0"	
7.2	BED LENGTH @ FLOOR	96.0"	
SECTION 8: INTERIOR			
8.1	PASSENGER CAPACITY/CONFIGURATION	SIX (6)/ 3-3	
8.2	SEATING		
8.2.1	MATERIAL	HEAVY DUTY VINYL	
8.2.2	COLOR	MEDIUM OR DARK GRAY OR WMATA APPROVED EQUAL DARK COLOR	
8.2.3	ADJUSTMENT	MANUALLY ADJUSTABLE	
8.2.4	HEADRESTRAINTS	ALL SEATING POSITIONS	
8.3	FLOOR COVERING	HEAVY DUTY BLACK RUBBERIZED VINYL MUST COVER ENTIRE FLOOR AREA	
8.4	DOMELIGHT(S)	ONE (1) PER ROW OF SEATING	
8.5	AUXILLIARY POWER OUTLETS	TWO (2) 12V DC POWER OUTLETS	
8.6	SOUND SYSTEM/RADIO	AM/FM STEREO, CD PLAYER, MP3 COMPATIBLE	
8.7	VOICE-ACTIVATED COMMUNICATIONS	BLUETOOTH CAPABILITY w/ STEERING WHEEL CONTROLS	
8.8	STEERING WHEEL/ COLUMN	ADJUSTABLE w/ AUDIO & BLUETOOTH CONTROLS	
8.9	CRUISE CONTROL	w/ STEERING WHEEL MOUNTED CONTROLS	
8.10	CLIMATE CONTROL	HEAT, VENTILATION & AIR CONDITIONING	
8.11	DOOR LOCKS	POWER LOCKS w/ REMOTE KEYLESS ENTRY	
8.12	WINDOWS	ALL POWER w/ DRIVERS ONE TOUCH DOWN	
8.13	WINDSHIELD WIPERS	VARIABLE SPEED INTERMITTENT w/ WASHER	
8.14	UPFITTER SWITCHES	SIX (6) OEM FACTORY INSTALLED. SHALL INCLUDE PROPER WIRING & CIRCUIT PROTECTION	

SECTION 9: EXTERIOR			
9.1	LICENSE PLATE BRACKETS	FRONT & REAR INSTALLED. REAR MUST HAVE LIGHT(S) TO ILLUMINATE TAG	
9.2	MIRRORS	DRIVER & PASSENGER SIDE	
9.2.1		POWER ADJUSTABLE	
9.2.2		HEATED	
9.2.3		EXTENDABLE TOW TYPE	
9.2.4		INTEGRATED BLIND SPOT MIRRORS	
9.3	TOW/ RECOVERY HOOKS	TWO (2) FRONT, FRAME MOUNTED, BLACK	
9.4	FRONT GRILL & SURROUND COLOR	BLACK OR BODY COLOR	
9.5	FRONT BUMPER OR FASCIA COLOR	BLACK OR BODY COLOR	
9.6	REAR BUMPER OR FASCIA COLOR	BLACK OR BODY COLOR	
9.7	REAR BUMPER	STEP TYPE	
9.8	CARGO AREA LIGHT(S)	OEM FACTORY INSTALLED	
9.9	BED TIE DOWN HOOKS	FOUR (4) MOUNTED IN THE PICKUP BED	
9.10	BED RAIL & TAILGATE TOP PROTECTORS	OEM FACTORY INSTALLED	
9.11	LOCKING TAILGATE	OEM FACTORY INSTALLED	
9.12	CAB LIGHTS/ COLOR	LED ROOF CLEARANCE LIGHTS/ AMBER	
9.13	UNDERBODY SHIELD(S)	TRANSFER CASE & FUEL TANK	
SECTION 10: SAFETY RELATED SPECIFICATIONS			
10.1	AIR BAGS		
10.1.1		DRIVER & PASSENGER, FRONT	
10.1.2		DRIVER & PASSENGER, SIDE IMPACT OR SEAT-MOUNTED SIDE AIR BAGS	
10.1.3		SAFETY CANOPY SIDE CURTAIN	
10.2	SEAT BELTS	ALL SEATING POSITIONS	
10.2.1		HEIGHT ADJUSTABLE, FRONT OUTBOARD SEATS	
10.2.2		RETRACTABLE	
10.2.3		THREE POINT	
10.3	DAYTIME RUNNING LIGHTS (DRL)	OEM FACTORY INSTALLED	
10.4	STABILITY CONTROL SYSTEM	OEM FACTORY INSTALLED	
10.5	TRACTION CONTROL SYSTEM	OEM FACTORY INSTALLED	
10.6	TIRE PRESSURE MONITORING SYSTEM	OEM FACTORY INSTALLED	
10.7	REVERSE SENSING SYSTEM	OEM FACTORY INSTALLED ULTRASONIC REAR PARKING ASSIST w/ AUDIBLE WARNING IN DRIVER'S COMPARTMENT	
10.8	REAR VIEW CAMERA SYSTEM	OEM FACTORY INSTALLED CAMERA SYSTEM THAT DISPLAYS PATH OF TRAVEL WHEN VEHICLE IS IN REVERSE	
10.9	EXTERIOR AUDIBLE REVERSE ALARM	WHELEN MODEL WBUA112, 87-112dB, SELF-ADJUSTING OR WMATA APPROVED EQUAL	
SECTION 11: ADDITIONAL ITEMS TO BE PROVIDED AND INSTALLED BY OFFEROR			
11.0	FLEETWATCH GP55 SYSTEM		
11.0.1	COMPONENT MOUNTING: MOUNTING OF COMPONENTS AS SPECIFIED MAY NOT BE POSSIBLE DUE TO SOME VEHICLE'S SPECIALIZED EQUIPMENT. IN THOSE CASES THE OFFEROR MUST HAVE THE COMPONENT LOCATION APPROVED BY WMATA PRIOR TO INSTALLATION		
11.0.2	READER: MOUNTING (PICKUP TRUCKS); SHALL HAVE THE READER MOUNTED ON THE INTERIOR SIDE, REAR WINDOW THAT IS CLOSEST TO THE FUELING DOOR. IF THE VIEW IS OBSTRUCTED FROM THE REAR THE UNIT SHALL BE MOUNTED ON THE INTERIOR OF FRONT WINDSHIELD, FUELING SIDE, AS LOW AND AS CLOSE TO THE PILLAR AS POSSIBLE. UNIT SHALL BE EASILY ACCESSIBLE FOR MAINTENANCE		

11.0.3	MODULE: SHALL BE SECURELY MOUNTED INSIDE OF VEHICLE IN AN AREA WHERE IT WILL NOT BE DAMAGED BY NORMAL OPERATION. EASE OF MAINTENANCE AND REPLACEMENT OF UNIT ALSO MUST BE CONSIDERED		
11.0.4	ANTENNA (SMALL GPS MODULE): SHALL BE MOUNTED ON THE FRONT DASH OR REAR WINDOW DECK SO THAT THERE IS CLEAR (STRAIGHT UP) VIEW OF THE SKY. WMATA'S PREFERENCE IS THE REAR DECK. IT SHALL NOT OBSTRUCT THE OPERATORS VIEW IF IS MOUNTED ON THE FRONT DASH AREA		
11.0.5	SYSTEM GROUND: MUST BE ATTACHED TO A DEDICATED CHASSIS GROUND		
11.0.6	BATTERY POWER: MUST BE HOT AT ALL TIMES AND SHALL BE ACCESSED FROM ONE OF THE VEHICLES EXISTING FUSE/ JUNCTION BOXES IN A MANNER NOT TO COMPROMISE THE INTEGRITY OF THE CHOSEN CIRCUIT. THE MODULE MUST BE PROTECTED WITH A DEDICATED FUSE CIRCUIT BY THE USE OF AN ADD-A-FUSE STYLE TAP (COOPER BUSSMAN #BP/HHH OR EQUIVILENT)		
11.0.7	IGNITION POWER: MUST HAVE BATTERY VOLTAGE AT ALL TIMES WHEN THE KEY IS ON AND THE VEHICLE IS IN MOTION AND BE OPEN WHEN THE KEY IS OFF. IT MUST BE ACCESSED FROM ONE OF THE VEHICLES EXISTING FUSE/ JUNCTION BOXES IN A MANNER NOT TO COMPROMISE THE INTEGRITY OF THE CHOSEN CIRCUIT. THE MODULE MUST BE PROTECTED WITH A DEDICATED FUSE CIRCUIT BY THE USE OF AN ADD-A-FUSE STYLE TAP (COOPER BUSSMAN #BP/HHH OR EQUIVILENT)		
11.0.8	INSTALLATION: ALL CONNECTIONS MUST BE HARD WIRED, NO QUICK DISCONNECT ELECTRICAL TERMINALS SHALL BE USED		
11.1	AFTERMARKET/ ADD-ON ELECTRICAL & LIGHTING COMPONENTS		
11.1.1	OFFEROR MUST PROVIDE PROPER WIRING AND CIRCUIT PROTECTION FOR ALL ELECTRICAL AND LIGHTING COMPONENTS THAT WILL HANDLE THE LOAD REQUIREMENTS OF THEIR INSTALLED COMPONENT(S)		
11.1.2	NO QUICK DISCONNECT ELECTRICAL TERMINALS SHALL BE USED		
11.1.3	ALL CONNECTIONS MUST BE SOLDERED AND SEALED w/ SHRINK TUBE WHERE POSSIBLE		
11.1.4	ALL CONNECTIONS MUST BE HARD WIRED UNLESS OTHER METHOD IS RECOMMENDED AND PROVIDED BY THE MANUFACTURER OF THE COMPONET BEING INSTALLED		
11.1.5	ALL WIRING MUST BE ROUTED THROUGH LOOM AND PROPERLY SECURED		
11.1.6	ALL HOLES FOR WIRE ROUTING MUST HAVE GROMMETS		
11.1.7	ALL ELECTRICAL WIRING SHALL BE SHIELDED FROM EXHAUST SYSTEM, HIGH HEAT SOURCES AND MOVING PARTS		
11.2	STEPS		
11.2.1	TYPE: LUYERNE BAJA, N-FAB NERF-STEP OR WMATA APPROVED EQUAL (REFERENCE PHOTO ATTACHED)		
11.2.2	DESCRIPTION: DROP STEP NERF BARS w/ INTEGRATED ANTI-SLIP STEP SURFACE AT EACH DOOR. BARS w/ STEP SURFACES THAT ARE REPLACEABLE (I.E., PLASTIC INSERTS) WILL NOT BE ACCEPTED. RUNNING BOARDS OR CHROME STEPS WILL NOT BE ACCEPTED		
11.2.3	STEP QTY: SHALL HAVE THREE (3) STEPS ON EACH BAR		
11.2.4	MATERIAL: STEEL, ALL WELDED ONE-PIECE CONSTRUCTION		
11.2.5	COATING: TEXTURED BLACK POWDER COAT FINISH		
11.2.6	MOUNTING: BARS SHALL BE INSTALLED ON BOTH SIDES OF TRUCK AND ATTACHED TO THE OEM APPROVED MOUNTING LOCATIONS. OFFEROR SHALL SUPPLY ALL NECESSARY MOUNTING BRACKETS & HARDWARE		
11.2.7	WARRANTY: LIFETIME ON PRODUCT & FIVE (5) YEAR ON FINISH		
11.2.8	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		

11.3	BEDLINER: TRUCK BED & TAILGATE SPRAY LINED WITH RHINO LINER, LINE X OR SIMILAR PRODUCT PER MANUFACTURER RECOMMENDATIONS. LINER SHOULD BE SPRAYED OVER THE BED RAILS IF OEM BED RAIL CAPS ARE NOT UTILIZED, SPRAYED UNDER THE RAILS IF OEM RAIL CAPS ARE UTILIZED. REAR END PANEL (AKA VALENCE OR MODESTY PANEL) MUST BE LINED. FLOOR, SIDES & BACK OF CAB MUST BE SEALED (WATER TIGHT) BETWEEN BED & LINING		
11.4	CAB GUARD (AKA: HEADACHE RACK): (REFERENCE PHOTO ATTACHED)		
11.4.1	TYPE: WEATHERGUARD OR WMATA APPROVED EQUAL MESH HEADACHE RACK		
11.4.2	COLOR: BLACK		
11.4.3	MOUNTING: SHALL BE MOUNTED ON BED RAILS		
11.5	TRAILER TOWING PACKAGE		
11.5.1	HITCH RECEIVER: OEM FACTORY INSTALLED OR WMATA APPROVED EQUAL HITCH WITH THE CAPACITY TO MEET OR EXCEED THE MAX TRAILER CAPACITY OF THE VEHICLE AS SPECIFIED		
11.5.2	COMBINATION HITCH: COMBINATION BALL & PINTLE HITCH w/ 2" BALL. BUYERS MODEL BH82000, WALLACE FORGE MODEL DPH-2000 OR WMATA APPROVED EQUAL		
11.5.3	PINTLE MOUNT: BUYERS MODEL PM107, WALLACE FORGE MODEL RE-6500 OR WMATA APPROVED EQUAL. MUST INCLUDE HITCH PIN & CLIP		
11.5.4	TRAILER CONNECTOR(S): OEM FACTORY INSTALLED SEVEN (7) POLE FLAT SPADE TYPE & FOUR (4) PIN TYPE CONNECTORS, IF OEM IS NOT AVAILABLE USE HOPKINS TOWING SOLUTIONS PART #40975 (MULTI-TOW) OR WMATA APPROVED EQUAL		
11.5.5	BRAKE CONTROL: OEM FACTORY INSTALLED. IF OEM IS NOT AVAILABLE USE KELSEY HAYES MODEL 81741 OR WMATA APPROVED EQUAL		
11.5.6	LIFTGATE TOWING PROVISION: MUST HAVE APPROVED HITCH & HARNESS EXTENSIONS ON VEHICLES EQUIPPED WITH TOW HITCH & LIFT GATE		
11.6	STROBE LIGHTS		
11.6.1	TYPE: WHELEN OR WMATA APPROVED EQUAL AMBER COLOR CONFIGURATION HIGH INTENSITY LED HIDDEN STROBE LIGHTS		
11.6.2	MOUNTING: ONE (1) LIGHT MOUNTED IN THE CLEAR LENS SECTION OF EACH FRONT CORNER LIGHT MODULE AND ONE (1) LIGHT MOUNTED IN THE CLEAR LENS SECTION OF EACH REAR CORNER LAMP MODULE. MUST BE A WEATHERTIGHT INSTALLATION		
11.6.3	CONTROL SWITCH: SHALL BE OPERATED FROM AN OEM UPFITTER SWITCH. SWITCH MUST BE CLEARLY LABELED: STROBE LIGHTS		
11.6.4	CONTROL UNIT: SYSTEM SHALL INCLUDE A CONTROLLER UNIT THAT CONTROLS THE FLASH RATES & PATTERNS		
11.6.5	INSTALLATION: OFFEROR SHALL PROVIDE ALL NECESSARY MOUNTING BRACKETS, HARDWARE & PROPER WIRING & CIRCUIT PROTECTION		
11.6.6	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		
11.7	LIGHT BAR		
11.7.1	TYPE: WHELEN CENTURY SERIES, MODEL #MC16PA, AMBER 16" L, MINI LIGHT BAR OR WMATA APPROVEDEQUAL		
11.7.2	MOUNTING: LIGHT BAR SHALL BE MOUNTED ON AN ACARI PRODUCTS OR WMATA APPROVED EQUAL DRILL-FREE ROOFTOP MOUNTING PLATFORM. PLATFORM MOUNTS WHERE OE HIGH MOUNT STOP LAMP IS INSTALLED. HMSL MUST BE REINSTALLED IN MOUNTING BRACKET. NO HOLES SHALL BE DRILLED IN CAB ROOF. OFFEROR SHALL PROVIDE ALL NECESSARY MOUNTING BRACKETS, HARDWARE & RELATED COMPONENTS		
11.7.3	CONTROL SWITCH: SHALL BE OPERATED FROM AN OEM UPFITTER SWITCH. SWITCH MUST BE CLEARLY LABELED: LIGHT BAR		

11.7.4	CONTROL UNIT: SYSTEM SHALL INCLUDE A CONTROLLER UNIT THAT CONTROLS THE FLASH RATES & PATTERNS		
11.7.5	INSTALLATION: OFFEROR SHALL PROVIDE ALL NECESSARY MOUNTING BRACKETS, HARDWARE & PROPER WIRING & CIRCUIT PROTECTION		
11.7.6	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		
11.8	SNOW PLOW		
11.8.1	TYPE: BOSS SUPER-DUTY w/ SMART-HITCH 2 SYSTEM OR WMATA APPROVED EQUAL STRAIGHT BLADE ALL-IN-ONE SNOW PLOW SYSTEM		
11.8.2	MOUNTING SYSTEM: ALL IN ONE UNIT: PLOW ASSEMBLY (BLADE, QUADRANT, PUSH-FRAME, ETC), HYDRAULIC PUMP AND LIGHTS SHALL BE ONE ASSEMBLY THAT CAN BE QUICKLY & EASILY REMOVED FROM THE TRUCK. SEE REFERENCE PHOTO(S) ATTACHED		
11.8.3	BLADE WIDTH: 90" MAXIMUM WIDTH		
11.8.4	PLOWING WIDTH: 78" MAXIMUM WIDTH @ FULL ANGLE		
11.8.5	BLADE HEIGHT: 31.5" MAXIMUM HEIGHT		
11.8.6	MOLDBOARD: 3/8" POLYETHYLENE		
11.8.7	PLOW SHOES: CAST IRON		
11.8.8	TRIP: FULL TRIP, THREE (3) TRIP SPRINGS		
11.8.9	ANGLE CYLINDERS: 1-½" x 10"		
11.8.10	CUTTING EDGE: ½" x 6" HIGH CARBON STEEL		
11.8.11	CONTROLS: BOSS HAND HELD CONTROLLER OR WMATA APPROVED EQUAL. WMATA MUST APPROVE INSTALLATION LOCATION		
11.8.12	DEFLECTOR: FULL WIDTH RUBBER SNOW DEFLECTOR		
11.8.13	MARKERS: SNOW PLOW MARKERS ON BOTH SIDES		
11.8.14	PLOW LIGHTS: LED LIGHTS w/ WATER-TIGHT HOUSINGS & INTEGRATED TURN SIGNAL LIGHTS. SHALL BE OPERATED FROM AN OEM UPFITTER SWITCH. SWITCH MUST BE CLEARLY LABELED: PLOW LIGHTS		
11.8.15	INSTALLATION: OFFEROR SHALL PROVIDE ALL NECESSARY MOUNTING BRACKETS, HARDWARE & PROPER WIRING & CIRCUIT PROTECTION		
11.8.16	DELIVERY CONDITIONS: MUST BE INSTALLED & READY FOR USE AT TIME OF DELIVERY		
11.8.17	MANUALS: FURNISH TWO (2) COMPLETE SETS OF PARTS & MAINTENANCE MANUALS		
11.8.18	WARRANTY: TWO (2) YEARS PARTS AND LABOR		
11.8.19	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		
11.9	SALT & SAND SPREADER		
11.9.1	TAILGATE SPREADER: BOSS TGS1100 OR WMATA APPROVED EQUAL. PROPOSED UNIT MUST INCLUDE ALL STANDARD FEATURES AND ANY OPTIONS LISTED BELOW		
11.9.2	HOPPER DESIGN: LOW-PROFILE		
11.9.3	HOPPER CONSTRUCTION: POLYETHYLENE		
11.9.4	HOPPER CAPACITY: 11 CU. FT./ 800 LB.		
11.9.5	HOPPER DIMENSIONS: 34"H x 44"W X 24"D		
11.9.6	HOPPER COVER: SOLID POLY		
11.9.7	FEED MECHANISM: INTERNAL AUGER w/ CABLE LINK AGITATOR & ADJUSTABLE FEED GATE		
11.9.8	VIBRATOR KIT: SHALL BE EQUIPPED w/ VIBRATOR TO IMPROVE MATERIAL FLOW		
11.9.9	TOP SCREEN: w/ BAG OPENER		
11.9.10	MOTOR: HIGH TORQUE/ 12 VOLT DC, SEALED & ENCLOSED		
11.9.11	SPINNER: 12" POLY		
11.9.12	SPREAD WIDTH: 4-30 FEET		
11.9.13	MATERIAL DEFLECTOR: ADJUSTABLE POLY		

11.9.14	CONTROL: VARIABLE SPEED CONTROL w/ BLAST FEATURE & OVERLOAD PROTECTION. WMATA MUST APPROVE INSTALLATION LOCATION		
11.9.15	INSTALLATION: OFFEROR SHALL PROVIDE ALL NECESSARY MOUNTING BRACKETS, HARDWARE & PROPER WIRING & CIRCUIT PROTECTION		
11.9.16	DELIVERY CONDITIONS: MUST BE INSTALLED & READY FOR USE AT TIME OF DELIVERY		
11.9.17	MANUALS: FURNISH TWO (2) COMPLETE SETS OF PARTS & MAINTENANCE MANUALS		
11.9.18	WARRANTY: TWO (2) YEARS PARTS AND LABOR		
11.9.19	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		

SECTION 12: BODY

12.1	PICKUP BOX: EIGHT (8) FT. LENGTH		
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SECTION 13: ADDITIONAL REQUIREMENTS

13.1	SEE SCOPE OF WORK INCLUDED IN SOLICITATION PACKAGE		
13.2	PRE-CONSTRUCTION MEETING: OFFEROR MUST CONTACT THE WMATA FLEET MANAGER TO SCHEDULE APRE-CONSTRUCTION MEETING BETWEEN THE OFFEROR, SUB-CONTRACTORS(S), WMATA VEHICLE USERS AND SVMT PERSONNEL PRIOR TO START OF VEHICLE CONSTRUCTION		
13.3	WHEEL ALIGNMENT: SHALL BE PERFORMED TO COMPLETED VEHICLE AFTER ALL SPECIFIED PERMANENTLY MOUNTED EQUIPMENT (I.E., LIFT GATE, TOOL BOXES, AFTERMARKET BODY, POLICE EQUIPMENT, ETC.) HAS BEEN INSTALLED, PRIOR TO DELIVERY TO WMATA SITE. DOCUMENTATION OF ALIGNMENT SHALL BE PROVIDED UPON VEHICLE DELIVERY		

SECTION 14: WARRANTY, ORIGINAL EQUIPMENT MANUFACTURER (OEM)

14.1	WARRANTY COMMENCEMENT: STARTS ON DATE OF DELIVERY TO WMATA LOCATION		
14.2	BUMPER TO BUMPER, OEM FACTORY: THREE (3) YEARS/ 36,000 MILES		
14.3	POWERTRAIN, OEM FACTORY: SEVEN (7) YEARS/ 100,000 MILES		
14.4	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		

PICTURES ARE SIMILAR TO VEHICLE/ EQUIPMENT BEING SPECIFIED (THEY DO NOT DEPICT ACTUAL VEHICLE/ EQUIPMENT)

PLOW



TAILGATE SPREADER



NERF BAR w/ INTEGRATED STEPS





LIGHT BAR MOUNT



CAB GUARD (AKA: HEADACHE RACK)

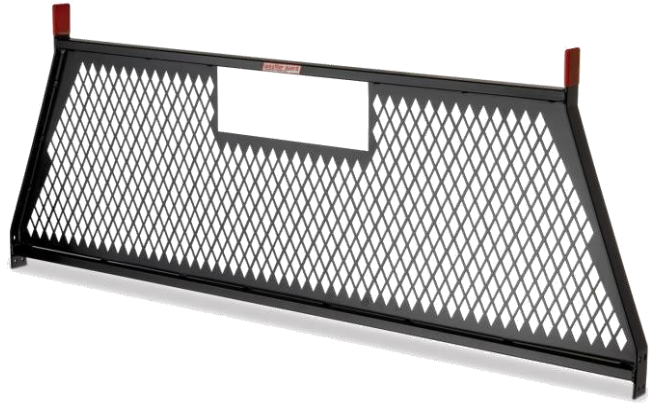


Exhibit 1, Vehicle Specifications

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SILVER LINE PHASE 2
VEHICLE PURCHASE

ITEM 3

LIGHT DUTY
SERVICE VEHICLE SPECIFICATION

PICKUP TRUCK, 1.0 TON, CREW CAB
w/ LIFTGATE

PICTURES ARE SIMILAR TO VEHICLE BEING SPECIFIED (THEY DO NOT DEPICT ACTUAL VEHICLE)



January 4, 2018

SECTION 1: GENERAL INFORMATION

1.1 **VEHICLE USAGE:** UNDER NORMAL CONDITIONS THE VEHICLE(S) WILL BE UTILIZED TO TRANSPORT WORK CREWS, SMALL TOOLS, EQUIPMENT AND TRAILERS TO VARIOUS LOCATIONS IN THE WASHINGTON METROPOLITAN AREA TO SUPPORT THE MAINTENANCE AND OPERATION OF THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY. IT IS EXPECTED THAT THE VEHICLE(S) SHALL BE ABLE TO MANEUVER WITHIN ALL WMATA FACILITIES THROUGHOUT THE WASHINGTON DC, MARYLAND AND VIRGINIA REGIONS AT A MINIMUM, AS WELL AS OFF ROAD AND ON ROADS AND HIGHWAYS BETWEEN WMATA PROPERTIES

******* ATTENTION OFFEROR ***** VERY IMPORTANT ***** READ BELOW *******

******* THIS COMPLETED DOCUMENT MUST BE SUBMITTED WITH PROPOSAL *******

OFFEROR MUST CHECK THE BOX IN COLUMN "B" IF THEIR PROPOSED SPEC MEETS THE WMATA REQUIREMENT

ANY BOX IN COLUMN "B" NOT CHECKED WILL BE CONSIDERED AS NOT MEETING THE REQUIREMENT

	A		B
SPECIFICATION			MEETS SPEC

SECTION 2: BASE VEHICLE

2.1	YEAR	2019 OR MOST CURRENT MODEL YEAR		
2.2	MAKE/ MODEL	CHEVROLET SILVERADO 3500HD, GMC SIERRA 3500HD, FORD F-350 OR WMATA APPROVED EQUAL		
2.3	BODY/ CAB STYLE	FOUR (4) DOOR CAB/ EIGHT (8) FT. PICKUP BOX		
2.4	DRIVE TYPE	FOUR WHEEL DRIVE (4WD), SINGLE REAR WHEELS (SRW)		
2.5	VEHICLE PAINT COLOR	SOLID WHITE		
2.6	OFFEROR MUST STATE BELOW THE YEAR, MAKE, MODEL AND TRIM LEVEL/PKG. OF THE PROPOSED VEHICLE(S) (E.g. 2016 FORD EXPLORER XLT)			
2.6.1	YEAR:			
2.6.2	MAKE:			
2.6.3	MODEL:			
2.6.4	TRIM LEVEL/PKG.:			
2.7	SNOW PLOW PREP PACKAGE	MUST BE OEM FACTORY INSTALLED		

SECTION 3: POWERTRAIN

3.1	ENGINE	V8		
3.2	FUEL SYSTEM	GASOLINE, ELECTRONIC FUEL INJECTION		
3.3	FUEL TANK QUANTITY, CAPACITY	ONE (1), 48 GALLONS		
3.4	TRANSMISSION	ELECTRONICALLY CONTROLLED AUTOMATIC		
3.5	AUXILIARY TRANSMISSION OIL COOLER	HEAVY DUTY AIR - OIL COOLER		
3.6	FOUR WHEEL DRIVE SYSTEM	ELECTRONICSHIFT-ON-THE-FLY (ESOF)		

SECTION 4: STARTING, CHARGING & ELECTRICAL SYSTEMS

4.1	BATTERY: MAINTENANCE-FREE			
4.1.1	COLD CRANKING AMPS: MIN. 650 CCA, MUST MEET THE REQUIREMENTS OF THE SPECIFIED VEHICLE EQUIPPED WITH ALL OEM & AFTERMARKET ELECTRICAL COMPONENTS INCLUDED ON THE COMPLETED VEHICLE			
4.1.2	DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE BATTERY TYPE & COLD CRANKING AMPS THEY ARE OFFERING			

4.2	ALTERNATOR: HEAVY-DUTY		
4.2.1	OUTPUT AMPERAGE: MIN. 200A, MUST MEET THE REQUIREMENTS OF THE SPECIFIED VEHICLE EQUIPPED WITH ALL OEM & AFTERMARKET ELECTRICAL COMPONENTS INCLUDED ON THE COMPLETED VEHICLE		
4.2.2	DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE ALTERNATOR OUTPUT AMPERAGE OF THE ALTERNATOR(S) THEY ARE OFFERING		
SECTION 5: WEIGHT RATINGS			
5.1	FRONT GAWR	6,000 LBS.	
5.2	REAR GAWR	6,700 LBS.	
5.3	GVWR	11,300 LBS.	
5.4	TRAILER CAPACITY (WEIGHT-CARRYING)	15,000 LBS.	
5.5	DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WEIGHT RATINGS THEY ARE OFFERING		
SECTION 6: CHASSIS			
6.1	SUSPENSION, FRONT	STANDARD FOR VEHICLE SPECIFIED	
6.2	SUSPENSION, REAR	LEAF SPRINGS	
6.3	REAR DIFFERENTIAL	HEAVY DUTY, LOCKING	
6.4	TIRES	ALL SEASON RADIAL w/ BLACK SIDE WALLS	
6.5	WHEELS	GRAY OR SILVER, STEEL WHEELS	
6.6	SPARE TIRE & WHEEL	STANDARD TYPE & SIZE	
6.7	STEERING	POWER ASSISTED	
6.8	BRAKE SYSTEM	FOUR WHEEL DISC w/ FOUR WHEEL ANTI-LOCK BRAKING SYSTEM (ABS)	
SECTION 7: DIMENSIONS			
7.1	WHEEL BASE	167.0"	
7.2	BED LENGTH @ FLOOR	96.0"	
SECTION 8: INTERIOR			
8.1	PASSENGER CAPACITY/CONFIGURATION	SIX (6)/ 3-3	
8.2	SEATING		
8.2.1	MATERIAL	HEAVY DUTY VINYL	
8.2.2	COLOR	MEDIUM OR DARK GRAY OR WMATA APPROVED EQUAL DARK COLOR	
8.2.3	ADJUSTMENT	MANUALLY ADJUSTABLE	
8.2.4	HEADRESTRAINTS	ALL SEATING POSITIONS	
8.3	FLOOR COVERING	HEAVY DUTY BLACK RUBBERIZED VINYL MUST COVER ENTIRE FLOOR AREA	
8.4	DOMELIGHT(S)	ONE (1) PER ROW OF SEATING	
8.5	AUXILLIARY POWER OUTLETS	TWO (2) 12V DC POWER OUTLETS	
8.6	SOUND SYSTEM/RADIO	AM/FM STEREO, CD PLAYER, MP3 COMPATIBLE	
8.7	VOICE-ACTIVATED COMMUNICATIONS	BLUETOOTH CAPABILITY w/ STEERING WHEEL CONTROLS	
8.8	STEERING WHEEL/ COLUMN	ADJUSTABLE w/ AUDIO & BLUETOOTH CONTROLS	
8.9	CRUISE CONTROL	w/ STEERING WHEEL MOUNTED CONTROLS	
8.10	CLIMATE CONTROL	HEAT, VENTILATION & AIR CONDITIONING	
8.11	DOOR LOCKS	POWER LOCKS w/ REMOTE KEYLESS ENTRY	
8.12	WINDOWS	ALL POWER w/ DRIVERS ONE TOUCH DOWN	
8.13	WINDSHIELD WIPERS	VARIABLE SPEED INTERMITTENT w/ WASHER	
8.14	UPFITTER SWITCHES	SIX (6) OEM FACTORY INSTALLED. SHALL INCLUDE PROPER WIRING & CIRCUIT PROTECTION	

SECTION 9: EXTERIOR			
9.1	LICENSE PLATE BRACKETS	FRONT & REAR INSTALLED. REAR MUST HAVE LIGHT(S) TO ILLUMINATE TAG	
9.2	MIRRORS	DRIVER & PASSENGER SIDE	
9.2.1		POWER ADJUSTABLE	
9.2.2		HEATED	
9.2.3		EXTENDABLE TOW TYPE	
9.2.4		INTEGRATED BLIND SPOT MIRRORS	
9.3	TOW/ RECOVERY HOOKS	TWO (2) FRONT, FRAME MOUNTED, BLACK	
9.4	FRONT GRILL & SURROUND COLOR	BLACK OR BODY COLOR	
9.5	FRONT BUMPER OR FASCIA COLOR	BLACK OR BODY COLOR	
9.6	REAR BUMPER OR FASCIA COLOR	BLACK OR BODY COLOR	
9.7	REAR BUMPER	STEP TYPE	
9.8	CARGO AREA LIGHT(S)	OEM FACTORY INSTALLED	
9.9	BED TIE DOWN HOOKS	FOUR (4) MOUNTED IN THE PICKUP BED	
9.10	BED RAIL & TAILGATE TOP PROTECTORS	OEM FACTORY INSTALLED	
9.11	LOCKING TAILGATE	OEM FACTORY INSTALLED	
9.12	CAB LIGHTS/ COLOR	LED ROOF CLEARANCE LIGHTS/ AMBER	
9.13	UNDERBODY SHIELD(S)	TRANSFER CASE & FUEL TANK	
SECTION 10: SAFETY RELATED SPECIFICATIONS			
10.1	AIR BAGS		
10.1.1		DRIVER & PASSENGER, FRONT	
10.1.2		DRIVER & PASSENGER, SIDE IMPACT OR SEAT-MOUNTED SIDE AIR BAGS	
10.1.3		SAFETY CANOPY SIDE CURTAIN	
10.2	SEAT BELTS	ALL SEATING POSITIONS	
10.2.1		HEIGHT ADJUSTABLE, FRONT OUTBOARD SEATS	
10.2.2		RETRACTABLE	
10.2.3		THREE POINT	
10.3	DAYTIME RUNNING LIGHTS (DRL)	OEM FACTORY INSTALLED	
10.4	STABILITY CONTROL SYSTEM	OEM FACTORY INSTALLED	
10.5	TRACTION CONTROL SYSTEM	OEM FACTORY INSTALLED	
10.6	TIRE PRESSURE MONITORING SYSTEM	OEM FACTORY INSTALLED	
10.7	REVERSE SENSING SYSTEM	OEM FACTORY INSTALLED ULTRASONIC REAR PARKING ASSIST w/ AUDIBLE WARNING IN DRIVER'S COMPARTMENT	
10.8	REAR VIEW CAMERA SYSTEM	OEM FACTORY INSTALLED CAMERA SYSTEM THAT DISPLAYS PATH OF TRAVEL WHEN VEHICLE IS IN REVERSE	
10.9	EXTERIOR AUDIBLE REVERSE ALARM	WHELEN MODEL WBUA112, 87-112dB, SELF-ADJUSTING OR WMATA APPROVED EQUAL	
SECTION 11: ADDITIONAL ITEMS TO BE PROVIDED AND INSTALLED BY OFFEROR			
11.0	FLEETWATCH GP55 SYSTEM		
11.0.1	COMPONENT MOUNTING: MOUNTING OF COMPONENTS AS SPECIFIED MAY NOT BE POSSIBLE DUE TO SOME VEHICLE'S SPECIALIZED EQUIPMENT. IN THOSE CASES THE OFFEROR MUST HAVE THE COMPONENT LOCATION APPROVED BY WMATA PRIOR TO INSTALLATION		
11.0.2	READER: MOUNTING (PICKUP TRUCKS); SHALL HAVE THE READER MOUNTED ON THE INTERIOR SIDE, REAR WINDOW THAT IS CLOSEST TO THE FUELING DOOR. IF THE VIEW IS OBSTRUCTED FROM THE REAR THE UNIT SHALL BE MOUNTED ON THE INTERIOR OF FRONT WINDSHIELD, FUELING SIDE, AS LOW AND AS CLOSE TO THE PILLAR AS POSSIBLE. UNIT SHALL BE EASILY ACCESSIBLE FOR MAINTENANCE		

11.0.3	MODULE: SHALL BE SECURELY MOUNTED INSIDE OF VEHICLE IN AN AREA WHERE IT WILL NOT BE DAMAGED BY NORMAL OPERATION. EASE OF MAINTENANCE AND REPLACEMENT OF UNIT ALSO MUST BE CONSIDERED		
11.0.4	ANTENNA (SMALL GPS MODULE): SHALL BE MOUNTED ON THE FRONT DASH OR REAR WINDOW DECK SO THAT THERE IS CLEAR (STRAIGHT UP) VIEW OF THE SKY. WMATA'S PREFERENCE IS THE REAR DECK. IT SHALL NOT OBSTRUCT THE OPERATORS VIEW IF IS MOUNTED ON THE FRONT DASH AREA		
11.0.5	SYSTEM GROUND: MUST BE ATTACHED TO A DEDICATED CHASSIS GROUND		
11.0.6	BATTERY POWER: MUST BE HOT AT ALL TIMES AND SHALL BE ACCESSED FROM ONE OF THE VEHICLES EXISTING FUSE/ JUNCTION BOXES IN A MANNER NOT TO COMPROMISE THE INTEGRITY OF THE CHOSEN CIRCUIT. THE MODULE MUST BE PROTECTED WITH A DEDICATED FUSE CIRCUIT BY THE USE OF AN ADD-A-FUSE STYLE TAP (COOPER BUSSMAN #BP/HHH OR EQUIVILENT)		
11.0.7	IGNITION POWER: MUST HAVE BATTERY VOLTAGE AT ALL TIMES WHEN THE KEY IS ON AND THE VEHICLE IS IN MOTION AND BE OPEN WHEN THE KEY IS OFF. IT MUST BE ACCESSED FROM ONE OF THE VEHICLES EXISTING FUSE/ JUNCTION BOXES IN A MANNER NOT TO COMPROMISE THE INTEGRITY OF THE CHOSEN CIRCUIT. THE MODULE MUST BE PROTECTED WITH A DEDICATED FUSE CIRCUIT BY THE USE OF AN ADD-A-FUSE STYLE TAP (COOPER BUSSMAN #BP/HHH OR EQUIVILENT)		
11.0.8	INSTALLATION: ALL CONNECTIONS MUST BE HARD WIRED, NO QUICK DISCONNECT ELECTRICAL TERMINALS SHALL BE USED		
11.1	AFTERMARKET/ ADD-ON ELECTRICAL & LIGHTING COMPONENTS		
11.1.1	OFFEROR MUST PROVIDE PROPER WIRING AND CIRCUIT PROTECTION FOR ALL ELECTRICAL AND LIGHTING COMPONENTS THAT WILL HANDLE THE LOAD REQUIREMENTS OF THEIR INSTALLED COMPONENT(S)		
11.1.2	NO QUICK DISCONNECT ELECTRICAL TERMINALS SHALL BE USED		
11.1.3	ALL CONNECTIONS MUST BE SOLDERED AND SEALED w/ SHRINK TUBE WHERE POSSIBLE		
11.1.4	ALL CONNECTIONS MUST BE HARD WIRED UNLESS OTHER METHOD IS RECOMMENDED AND PROVIDED BY THE MANUFACTURER OF THE COMPONET BEING INSTALLED		
11.1.5	ALL WIRING MUST BE ROUTED THROUGH LOOM AND PROPERLY SECURED		
11.1.6	ALL HOLES FOR WIRE ROUTING MUST HAVE GROMMETS		
11.1.7	ALL ELECTRICAL WIRING SHALL BE SHIELDED FROM EXHAUST SYSTEM, HIGH HEAT SOURCES AND MOVING PARTS		
11.2	STEPS		
11.2.1	TYPE: LUVERNE BAJA, N-FAB NERF-STEP OR WMATA APPROVED EQUAL (REFERENCE PHOTO ATTACHED)		
11.2.2	DESCRIPTION: DROP STEP NERF BARS w/ INTEGRATED ANTI-SLIP STEP SURFACE AT EACH DOOR. BARS w/ STEP SURFACES THAT ARE REPLACEABLE (I.E., PLASTIC INSERTS) WILL NOT BE ACCEPTED. RUNNING BOARDS OR CHROME STEPS WILL NOT BE ACCEPTED		
11.2.3	STEP QTY: SHALL HAVE THREE (3) STEPS ON EACH BAR		
11.2.4	MATERIAL: STEEL, ALL WELDED ONE-PIECE CONSTRUCTION		
11.2.5	COATING: TEXTURED BLACK POWDER COAT FINISH		
11.2.6	MOUNTING: BARS SHALL BE INSTALLED ON BOTH SIDES OF TRUCK AND ATTACHED TO THE OEM APPROVED MOUNTING LOCATIONS. OFFEROR SHALL SUPPLY ALL NECESSARY MOUNTING BRACKETS & HARDWARE		
11.2.7	WARRANTY: LIFETIME ON PRODUCT & FIVE (5) YEAR ON FINISH		
11.2.8	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		

11.3	BEDLINER: TRUCK BED & TAILGATE SPRAY LINED WITH RHINO LINER, LINE X OR SIMILAR PRODUCT PER MANUFACTURER RECOMMENDATIONS. LINER SHOULD BE SPRAYED OVER THE BED RAILS IF OEM BED RAIL CAPS ARE NOT UTILIZED, SPRAYED UNDER THE RAILS IF OEM RAIL CAPS ARE UTILIZED. REAR END PANEL (AKA VALENCE OR MODESTY PANEL) MUST BE LINED. FLOOR, SIDES & BACK OF CAB MUST BE SEALED (WATER TIGHT) BETWEEN BED & LINING		
11.4	CAB GUARD (AKA: HEADACHE RACK): (REFERENCE PHOTO ATTACHED)		
11.4.1	TYPE: WEATHERGUARD OR WMATA APPROVED EQUAL MESH HEADACHE RACK		
11.4.2	COLOR: BLACK		
11.4.3	MOUNTING: SHALL BE MOUNTED ON BED RAILS		
11.5	TRAILER TOWING PACKAGE		
11.5.1	HITCH RECEIVER: OEM FACTORY INSTALLED OR WMATA APPROVED EQUAL HITCH WITH THE CAPACITY TO MEET OR EXCEED THE MAX TRAILER CAPACITY OF THE VEHICLE AS SPECIFIED		
11.5.2	COMBINATION HITCH: COMBINATION BALL & PINTLE HITCH w/ 2" BALL. BUYERS MODEL BH82000, WALLACE FORGE MODEL DPH-2000 OR WMATA APPROVED EQUAL		
11.5.3	PINTLE MOUNT: BUYERS MODEL PM107, WALLACE FORGE MODEL RE-6500 OR WMATA APPROVED EQUAL. MUST INCLUDE HITCH PIN & CLIP		
11.5.4	TRAILER CONNECTOR(S): OEM FACTORY INSTALLED SEVEN (7) POLE FLAT SPADE TYPE & FOUR (4) PIN TYPE CONNECTORS, IF OEM IS NOT AVAILABLE USE HOPKINS TOWING SOLUTIONS PART #40975 (MULTI-TOW) OR WMATA APPROVED EQUAL		
11.5.5	BRAKE CONTROL: OEM FACTORY INSTALLED. IF OEM IS NOT AVAILABLE USE KELSEY HAYES MODEL 81741 OR WMATA APPROVED EQUAL		
11.5.6	LIFTGATE TOWING PROVISION: MUST HAVE APPROVED HITCH & HARNESS EXTENSIONS ON VEHICLES EQUIPPED WITH TOW HITCH & LIFT GATE		
11.6	STROBE LIGHTS		
11.6.1	TYPE: WHELEN OR WMATA APPROVED EQUAL AMBER COLOR CONFIGURATION HIGH INTENSITY LED HIDDEN STROBE LIGHTS		
11.6.2	MOUNTING: ONE (1) LIGHT MOUNTED IN THE CLEAR LENS SECTION OF EACH FRONT CORNER LIGHT MODULE AND ONE (1) LIGHT MOUNTED IN THE CLEAR LENS SECTION OF EACH REAR CORNER LAMP MODULE. MUST BE A WEATHERTIGHT INSTALLATION		
11.6.3	CONTROL SWITCH: SHALL BE OPERATED FROM AN OEM UPFITTER SWITCH. SWITCH MUST BE CLEARLY LABELED: STROBE LIGHTS		
11.6.4	CONTROL UNIT: SYSTEM SHALL INCLUDE A CONTROLLER UNIT THAT CONTROLS THE FLASH RATES & PATTERNS		
11.6.5	INSTALLATION: OFFEROR SHALL PROVIDE ALL NECESSARY MOUNTING BRACKETS, HARDWARE & PROPER WIRING & CIRCUIT PROTECTION		
11.6.6	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		
11.7	LIFT GATE		
11.7.1	MODEL: THIEMAN MODEL TT15EPB OR WMATA APPROVED EQUAL. PROPOSED UNIT MUST INCLUDE ALL STANDARD FEATURES AND ANY OPTIONS LISTED BELOW		
11.7.2	CAPACITY: 1,500 LBS		
11.7.3	OPERATION: ELECTRIC BATTERY		
11.7.4	CONTROLS ON LIFT GATE: SHALL INCLUDE REMOTE CONTROL PENDANT. CONTROLS SHALL NOT RECEIVE POWER UNLESS MASTER SWITCH IN CAB IS TURNED ON		
11.7.5	MASTER POWER SWITCH (IN CAB): SHALL BE OPERATED FROM AN OEM UPFITTER SWITCH. SWITCH MUST BE CLEARLY LABELED: LIFT GATE		

11.7.6	POWER INDICATOR: SHALL BE EQUIPPED w/ A RED WARNING LIGHT MOUNTED IN THE CAB TO ALERT OPERATOR WHEN MASTER POWER TO THE LIFT GATE IS TURNED ON. WMATA MUST APPROVE MOUNTING LOCATION PRIOR TO INSTALLATION. LIGHT MUST BE CLEARLY LABELED: LIFT GATE POWER		
11.7.7	PLATFORM DIMENSIONS: APPROXIMATELY 54"W x 26"D PLUS 5" RAMP		
11.7.8	MOUNTING STANDARDS: LIFT GATE MOUNTING SHOULD BE REINFORCED WITH BACKER PLATES TO PREVENT MOUNTING BOLTS FROM PULLING THROUGH BODY METAL. LIFT GATE SHALL UTILIZE REAR STAKE POCKET STRUCTURE ON PICKUP BED FOR BOTH ATTACHMENT & STRENGTHENING. SEE TT15 INSTALLATION GUIDE FOR FURTHER GUIDANCE		
11.7.9	INSTALLATION: OFFEROR SHALL PROVIDE ALL NECESSARY MOUNTING BRACKETS, HARDWARE & PROPER WIRING & CIRCUIT PROTECTION		
11.7.10	DELIVERY CONDITIONS: MUST BE INSTALLED & READY FOR USE AT TIME OF DELIVERY		
11.7.11	MANUALS: FURNISH TWO (2) COMPLETE SETS OF PARTS & MAINTENANCE & OPERATING MANUALS		
11.7.12	WARRANTY: TWO (2) YEARS PARTS AND LABOR		
11.7.13	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS		
11.8	CHEVRON DESIGN REFLECTIVE DECALING (REFERENCE PHOTO ATTACHED)		
11.8.1	SCOPE: OFFEROR SHALL INSTALL WMATA APPROVED CHEVRON DESIGN REFLECTIVE DECALING ON THE LIFTGATE FOR ENHANCED VISIBILITY AND DETECTION. MUST MEET OR EXCEED ALL FMVSS 108 REQUIREMENTS		
11.8.2	DESIGN: OFFEROR MUST PROVIDE A LAYOUT PLAN FOR THE VEHICLE MODEL SPECIFIED FOR WMATA'S APPROVAL BEFORE INSTALLATION		
11.8.3	MATERIALS (SIX INCH): 3M OR WMATA APPROVED EQUAL DIAMOND GRADE CONSPICUITY MARKINGS, SERIES 983 ES FLUORESCENT YELLOW-GREEN, SIX (6) INCH WIDTH, ITEM NUMBER 983236.00, PART NUMBER 75030162186. 3M OR WMATA APPROVED EQUAL 8482 SCOTCHLITE OR WMATA APPROVED EQUAL REFLECTIVE GRAPHIC FILM STRIPING, SERIES 680, BLACK, SIX (6) INCH WIDTH, SEVEN (7) MIL, ITEM NUMBER 680-85, PART NUMBER 680856.00		
11.8.4	INSTALLATION: OFFEROR SHALL REMOVE AND RE-INSTALL ANY ORIGINAL EQUIPMENT MANUFACTURER (OEM) TRIM, EMBLEMS, ETC. THAT OBSTRUCTS THE CHEVRON DESIGN. DECALING SHALL NOT BE APPLIED OVER WINDOWS OR VEHICLE LIGHTING		
11.8.5	VEHICLE PREPARATION: VEHICLE(S) MUST BE CLEAN AND DRY. THE AREA WHERE CHEVRON IS TO BE INSTALLED SHALL BE WIPED OFF WITH AUTOMOTIVE WAX AND GREASE REMOVER		
11.8.6	WARRANTY: OFFEROR SHALL WARRANTY MATERIAL AND LABOR FOR SEVEN (7) YEARS FROM VEHICLE(S) IN-SERVICE DATE		
SECTION 12: BODY			
12.1	PICKUP BOX: EIGHT (8) FT. LENGTH		
SECTION 13: ADDITIONAL REQUIREMENTS			
13.1	SEE SCOPE OF WORK INCLUDED IN SOLICITATION PACKAGE		
13.2	PRE-CONSTRUCTION MEETING: OFFEROR MUST CONTACT THE WMATA FLEET MANAGER TO SCHEDULE A PRE-CONSTRUCTION MEETING BETWEEN THE OFFEROR, SUB-CONTRACTORS(S), WMATA VEHICLE USERS AND SVMT PERSONNEL PRIOR TO START OF VEHICLE CONSTRUCTION		
13.3	WHEEL ALIGNMENT: SHALL BE PERFORMED TO COMPLETED VEHICLE AFTER ALL SPECIFIED PERMANENTLY MOUNTED EQUIPMENT (I.E., LIFT GATE, TOOL BOXES, AFTERMARKET BODY, POLICE EQUIPMENT, ETC.) HAS BEEN INSTALLED, PRIOR TO DELIVERY TO WMATA SITE. DOCUMENTATION OF ALIGNMENT SHALL BE PROVIDED UPON VEHICLE DELIVERY		
SECTION 14: WARRANTY, ORIGINAL EQUIPMENT MANUFACTURER (OEM)			
14.1	WARRANTY COMMENCEMENT: STARTS ON DATE OF DELIVERY TO WMATA LOCATION		

14.2	BUMPER TO BUMPER, OEM FACTORY: THREE (3) YEARS/ 36,000 MILES	:	:
14.3	POWERTRAIN, OEM FACTORY: SEVEN (7) YEARS/ 100,000 MILES	:	:
14.4	WARRANTY DOCUMENTATION: OFFEROR MUST PROVIDE DOCUMENTATION WITH THEIR PROPOSAL TO INDICATE THE WARRANTY DETAILS, TERMS & CONDITIONS	:	:

NERF BAR w/ INTEGRATED STEPS



SILVER LINE PHASE 2 VEHICLE PURCHASE

ITEM 4

HEAVY DUTY
SERVICE VEHICLE SPECIFICATION

MOVING VAN

PICTURES ARE SIMILAR TO VEHICLE BEING SPECIFIED (THEY DO NOT DEPICT ACTUAL VEHICLE)



April 4, 2018

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0.0	SCOPE
0.1	This Technical Specification (TS) defines the technical requirements set forth by WMATA's Supply Chain Enterprise Services (SCES) Department for the procurement of the vehicle(s). The technical requirements in this Specification document are expressed primarily in terms of performance and function, with technical features specified only when necessary.
0.2	Proposals offering products other than what is described here-in will be considered for an award only if such product is clearly identified and detailed information is included to enable the Authority to properly evaluate equal product substitution. Acceptance of any equal product substitution will be determined by the authority.
0.3	Specifications for proposal compliance:
0.3.1	All craftsmanship shall be of the highest degree and will be subject to periodic inspection during fabrication and assembly.
0.3.2	Chassis and equipment must be equipped with all-standard items and features, unless upgraded or deleted by this specification.
0.3.3	Vehicle must comply with 50 State emission standards.
0.3.4	Vehicle cargo capacity may not be less than specification. Weight analysis must be performed and must show the weight of all components and distribution between front and rear axles.
0.3.5	Each completed vehicle type must be furnished with a certified weight certificate showing:
0.3.5.1	Actual weight on front axle.
0.3.5.2	Actual weight on rear axle.
0.3.6	All fluids, with the exception of fuel, shall be checked and topped off if necessary, prior to delivery. Prime bidder shall be responsible for compliance.
1.0	SPECIFICATIONS PACKAGE COVER LETTER
1.1	GENERAL REQUIREMENTS
1.1.1	This package includes specifications for the design, manufacture, delivery, testing and commissioning of vehicle(s), including any or all exercised option quantities. The vehicle(s) shall comply and conform with all applicable Federal, State, and Local environmental, safety, and health regulations in force at the time of delivery.
1.1.2	Contractor shall recommend a quantity of Contract (Capital) Spares, including a float of all major components, to ensure successful start-up and to support operation and maintenance of the contract quantity of vehicle(s) for a minimum of one (1) year.
1.1.3	The Contractor shall train WMATA's staff in the operation and maintenance of the vehicle(s) and supply training programs, materials and manuals for operation and maintenance.
1.1.4	The Contractor shall supply supporting technical documentation and manufacturer's literature for training purposes, as well as for the operation and preventive maintenance of the vehicle(s).
1.1.5	The Contractor shall include in the proposal a list of tools, test/diagnostic equipment, and any other special equipment required to maintain and repair the vehicle(s) that is not found in a typical shop. The supply of the tools and equipment shall be agreed between WMATA and the Contractor prior to Contract Award.
1.1.6	The vehicle(s) shall be put into service by a factory trained representative. The Contractor shall have after sales service support with available factory trained service technicians to assist in start-up and training.
1.1.7	The Contractor shall provide a list of optional equipment that is not identified within this Specification but which the Contractor feels would be beneficial for WMATA to have in order to operate or maintain the vehicle(s). The unit price for each piece of optional equipment shall be provided along with the Contractor's bid proposal.
1.2	REQUIREMENTS AND ORGANIZATION OF THE TECHNICAL SPECIFICATION
1.2.1	This Technical Specification (TS) defines the technical requirements set forth by WMATA's Supply Chain Enterprise Services (SCES) Department for the procurement of vehicle(s).
1.2.2	The technical requirements in this Specification document are expressed primarily in terms of performance and function, with technical features specified only when necessary.
1.2.3	If the Contractor can offer service proven designs and systems which meet other appropriate specifications or standards that differ from those specified herein, the Contractor shall present a thorough comparison of those specifications or standards for review and approval by WMATA. Such approval will not be unreasonably withheld.

1.3	USE OF TECHNICAL SPECIFICATION
1.3.1	This Specification details the requirements for the design and supply of the vehicle(s) to be used by WMATA's Supply Chain Enterprise Services (SCES) Department.
1.3.2	This Technical Specification shall be read in conjunction with the General Conditions of Contract, the Drawings (if applicable) and all other documents which comprise the Contract.
1.3.3	To the extent that any provision of the Technical Specification or Drawings is inconsistent with any provision of the General Conditions of Contract, the provisions of the General Conditions of Contract shall prevail.
1.4	SYSTEM DESIGN RESPONSIBILITY
1.4.1	The Contractor's responsibility shall include, but shall not be limited to, ensuring throughout the design, manufacture, and installation stages, and commissioning and warranty periods that components and subsystems are coordinated, compatible and perform safely and correctly, both together and individually in accordance with the Specification.
1.4.2	If the functional or technical requirements specified in this document cannot be met, the Contractor shall identify this and may propose alternatives which are equivalent or better, for WMATA's consideration.
1.5	PROVISIONS FOR CONTRACT OPTIONS
1.5.1	The Contractor shall submit a separate quotation as part of the submission against the bid for a 'per vehicle' price for additional vehicle(s) per the requirements of the contract.
1.6	EVALUATION CRITERIA
1.6.1	Below is a summary of the Technical Evaluation Criteria for the Dry Freight Truck with Lift Gate:
1.6.1.1	Equipment Capability: Proposals must discuss in detail equipment being proposed. Vehicle(s) proposed must comply with specifications and requirements included in Section 3.0, Technical Specifications.
1.6.1.2	Firms Experience: Contractor must demonstrate at least (2) contracts of similar nature within the last 10 years. Overview of the Contractor's abilities and their commitment to the services set forth in this RFP.
1.6.1.3	Training: The successful Contractor must include a proposed training plan that meets requirements specified in this Technical Specification. An overview of the planned curriculum will be provided for the maintenance and operation of the vehicle. The Contractor must provide qualifications of the training instructor; a minimum of 5 years of experience on the specified equipment is required.
1.6.1.4	Delivery Schedule: Successful proposal shall provide lead time for the fully specified vehicle(s). The lead time must include the manufacture time, delivery time, and optional equipment installation time. Delivery and acceptance for all Items must be completed by June 30, 2015, or earlier.
2.0	APPLICABLE DOCUMENTS
2.1	STANDARDS
2.1.1	The following is a list of applicable standards referred to in this Specification:
2.1.1.1	ASTM-A-325 Standard;
2.1.1.2	Federal, State, and local environmental, safety, and health regulations;
2.1.1.3	Federal Standards for Clearances;
2.1.1.4	Federal standards for fuel, air and hydraulic reservoir Tanks;
2.1.1.5	Federal Motor Carriers requirements for decals and placards;
2.1.1.6	Federal Standards and Requirements for Lights.
2.1.2	Where national or international standards are quoted in this Technical Specification, they shall be considered as the minimum requirement. The Contractor may propose to work to equivalent or more stringent internationally or nationally recognized standards, subject to approval by WMATA. Submissions for approval are to be supported by a copy of the proposed standards, a detailed comparison of the quoted and proposed standards and, where applicable, an English translation of the proposed standard.
2.1.3	The version of the standard shall be the edition/ revision which is in force at the date of Notice to Proceed (NTP).
2.1.4	Where quoted standards duplicate or conflict with the requirements of this Specification for a particular criterion, the more stringent requirement shall be assumed to apply. Any conflict in requirements shall be brought to the attention of WMATA for approval.

3.0	TECHNICAL SPECIFICATIONS		
3.1	GENERAL		
3.1.1	The vehicle(s) is intended to assist in maintenance operations of the WMATA System that operates in the Washington DC, Maryland and Virginia regions. It is expected that the vehicle(s) shall be able to maneuver within all WMATA maintenance facilities throughout these regions at a minimum, as well as on roads and highways between the WMATA properties.		
3.1.2	The vehicle(s) shall consist of a regular day cab truck with a single rear axle, dual rear wheels, dry freight van body and lift gate.		
3.1.3	All specifications are the minimal acceptable by WMATA unless stated otherwise in this document.		
3.2	OPERATING ENVIRONMENT		
3.2.1	The vehicle(s) shall be able to operate on the WMATA System in the presence of airborne pollutants, such as dust, acids and oxides, characteristic of the operating environment in the Washington DC Metropolitan Area. The Contractor shall consider the environmental conditions in proposing a vehicle(s).		
3.2.2	The vehicle(s) shall be capable of being operated at the specified performance levels and stored without equipment degradation under the following environmental conditions:		
3.2.2.1	Ambient Temperature: -5° F to 105° F;		
3.2.2.2	Maximum Design Temperature: 122° F;		
3.2.2.3	Relative Humidity: 20% to 100%, including conditions of condensation;		
3.2.2.4	Maximum Rainfall: 12 inches in 24 hours;		
3.2.2.5	Maximum Snowfall: 23 inches in 24 hours;		
3.2.2.6	Wind Speed: 80 mph (operational), 120 mph (storage);		
3.2.2.7	Glaze or Freezing Rain: Two or three times per year;		
3.2.2.8	The temperatures shown only represent ambient temperature conditions.		
3.2.3	The effect of increased temperatures due to solar radiation on the vehicle(s) body and heat produced during operation of equipment under the environmental extremes specified above must not result in degradation of equipment performance or equipment reliability.		
3.3	SPECIFICATIONS CHECK-OFF AND EXCEPTIONS		
3.3.1	ATTENTION CONTRACTORS ~ VERY IMPORTANT INFORMATION: CONTRACTORS SUBMITTING BID PROPOSAL(S) MUST CHECK BOXES IN COLUMN "B" IF THE PROPOSED SPECIFICATION MEETS OR EXCEEDS WMATA SPECIFICATION(S) AND STATE IN COLUMN "C" THE EXCEPTION(S) TO THE WMATA SPECIFICATION IF THERE ARE ANY. THIS COMPLETED DOCUMENT MUST BE SUBMITTED WITH CONTRACTOR BID PROPOSAL(S).		
3.3.2	A	B	C
3.3.3	SPECIFICATION	MEETS SPEC	EXCEPTIONS
3.4	GENERAL DESIGN REQUIREMENTS		
3.4.1	Vehicle(s) model year shall be 2019 or WMATA approved most current model year.		
3.4.2	Cab shall be a two (2) door conventional type day cab.		
3.4.3	Chassis shall be rear wheel drive (RWD), dual rear wheels (DRW) with a single rear axle.		
3.4.4	One-piece tilt hood and fender assembly.		

3.5	SIGNAGE		
3.5.1	The vehicle(s) must conform to Virginia, Maryland and Washington DC weight restrictions. Maximum legal vehicle GVW must be visible on the driver's door.		
3.5.2	A vehicle weight analysis must be performed and must show the weight of all components and distribution between front and rear axles.		
3.5.3	All completed vehicles shall conform to Federal standards for clearances and such documentation shall be maintained inside the cab of the vehicle.		
3.5.4	All vehicles over 10 feet high must include placards showing vehicle travel height or overall height of body/ equipment. Placard shall be installed on cab dash for best driver visibility, using 1" characters. Two (2) placards shall be installed on the front of body within line of sight of vehicle mirrors, for mirror image, using 2-inch characters. The location of the placards shall be as follows: One (1) shall be mounted on the curb-side and one (1) shall be mounted on the street-side.		
3.6	POWERTRAIN		
3.6.1	ENGINE:		
3.6.1.1	Turbocharged diesel.		
3.6.1.2	SAE net horsepower: 300 hp; SAE net torque: 800 lb.-ft.		
3.6.1.3	Standard spin-on oil filter.		
3.6.1.4	Heavy duty engine oil cooler.		
3.6.1.5	A single air cleaner under the hood shall be provided with dual element or two (2) stage air cleaner with resettable restriction gauge.		
3.6.1.6	1,000 watt, 115 volt electric block heater with receptacle mounted near driver's door.		
3.6.1.7	Shall be equipped with an engine shutdown system with automatic over-ride for high coolant temperature, low coolant level and low engine oil pressure.		
3.6.1.8	Shall be equipped with magnetic oil drain plug(s).		
3.6.2	FUEL SYSTEM:		
3.6.2.1	Diesel fuel		
3.6.2.2	Electronic fuel injection.		
3.6.2.3	Engine mounted spin-on fuel filter.		
3.6.2.4	Water-fuel separator with heater.		
3.6.2.5	One (1) Aluminum fuel tank mounted to frame on street side. Largest available size up to 100 gallons that will fit with specified body and added equipment. Minimum seventy (70) gallon fuel tank.		
3.6.3	EXHAUST SYSTEM:		
3.6.3.1	Curb-side outboard under step mounted horizontal with after-treatment device.		
3.6.3.2	Diesel Exhaust Fluid (DEF) tank (if required) shall be mounted in an easily accessible location near fuel tank. DEF tank capacity shall be calculated by fuel capacity of vehicle.		
3.6.3.3	Automatic over the road regeneration and dash mounted regeneration request switch.		
3.6.4	COOLING SYSTEM:		
3.6.4.1	Heavy duty cooling system with long-life coolant.		
3.6.4.2	Largest available radiator for model offered with translucent surge tank and sight glass.		
3.6.4.3	OEM silicone heater and radiator hoses or WMATA approved equal.		
3.6.4.4	Automatic on/ off thermostatically controlled fan drive.		
3.6.5	TRANSMISSION:		
3.6.5.1	Allison or WMATA approved equal electronically controlled six (6) speed automatic transmission with overdrive.		
3.6.5.2	Lubricant shall be OEM recommended synthetic.		
3.6.5.3	External auxiliary transmission oil cooler.		
3.6.5.4	Transmission mounted oil filter(s).		
3.6.5.6	Magnetic oil drain plug(s).		

3.7	CHARGING & ELECTRICAL SYSTEM		
3.7.1	CHARGING SYSTEM		
3.7.1.1	Batteries shall be heavy duty, 12 volt, maintenance free.		
3.7.1.2	Batteries combined cold cranking amps rating shall be determined by contractor to meet the requirements of the vehicle(s) as specified.		
3.7.1.3	Battery box shall be frame mounted and include box cover.		
3.7.1.4	Shall be equipped with jump start terminals outside battery box.		
3.7.1.5	Alternator shall be heavy duty. Amperage rating shall be determined by contractor to meet the requirements of the vehicle(s) as specified.		
3.7.2	ELECTRICAL SYSTEM		
3.7.2.1	12 volt electrical system with centralized power distribution, solid state circuit protection, and sealed quick disconnect connectors. Continuously numbered and color coded wiring.		
3.7.2.2	All fuse holders shall be installed in junction box.		
3.7.2.3	Contractor must provide proper wiring and circuit protection for all lighting and electrical components. All wiring shall be routed through loom and grommets and properly secured.		
3.7.2.4	Provide Truck-Lite LED type stop, tail, turn and clearance marker lights in lieu of standard.		
3.7.2.5	All running lights on the vehicle(s) shall conform to Federal standards and requirements on type and location on the vehicle.		
3.7.2.6	Headlights shall be halogen. Directional lights shall be long-life LED type lights. Both lights shall have impact resistant lenses.		
3.7.2.7	Five (5) smoked amber LED clearance lights shall be mounted on roof of cab.		
3.7.2.8	All lighting must conform to FMVSS-108.		
3.7.2.9	Shall have engine protection derate system and alarm.		
3.8	WEIGHT RATINGS & DIMENSIONS		
3.8.1	WEIGHT RATINGS:		
3.8.1.1	Final weight ratings to be determined by manufacturer to meet all chassis, body and equipment requirements and to provide proper weight distribution.		
3.8.1.2	Front GAWR: 12,000 lbs.		
3.8.1.3	Rear GAWR: 23,000 lbs.		
3.8.1.4	GVWR: 35,000 lbs.		
3.8.2	DIMENSIONS:		
3.8.2.1	Final dimensions to be determined by manufacturer to meet all chassis, body and equipment requirements and to provide proper weight distribution.		
3.8.2.2	Wheelbase (WB): 259"		
3.8.2.3	Overall length (OAL): 417"		
3.8.2.4	Width: 96" without mirrors.		
3.8.2.5	Cab to axle (CA): 185"		
3.8.2.6	Front axle to back of cab: 68"		
3.8.2.7	Back of cab to end of frame: 294"		
3.8.2.8	After frame: 109". Center of rear axle to end of frame.		

3.9	FRAME		
3.9.1	Shall conform to requirements as set by the equipment manufacturers and capacities as set by this specification.		
3.9.2	Full depth, full length straight frame rails.		
3.9.3	RBM, yield strength and frame thickness shall be determined by manufacturer for specified vehicle to match GVW requirements.		
3.9.4	Two (2) front tow hooks frame mounted.		
3.10	CHASSIS		
3.10.1	STEERING:		
3.10.1.1	Heavy duty power steering system.		
3.10.2	FRONT AXLE/ SUSPENSION:		
3.10.2.1	Heavy duty suspension system for specified vehicle to match GVW requirements.		
3.10.2.2	Axle capacity: 12,000 lbs.		
3.10.2.3	Spring capacity: 12,000 lb.		
3.10.2.4	Heavy duty shock absorbers.		
3.10.2.5	Synthetic fluid.		
3.10.3	REAR AXLE/ SUSPENSION:		
3.10.3.1	Driveline shall be rear drive (RWD).		
3.10.3.2	Heavy duty suspension system for specified vehicle to match GVW requirements.		
3.10.3.3	Axle Ratio shall be suited for maximum 65 mph road speed.		
3.10.3.4	Axle capacity: 23,000 lbs.		
3.10.3.5	Spring capacity: 23,000 lbs.		
3.10.3.6	Heavy duty shock absorbers.		
3.10.3.7	Synthetic fluid.		
3.10.3.8	Magnetic drain plug.		
3.10.4	WHEELS AND TIRES:		
3.10.4.1	Wheels:		
3.10.4.1.1	The wheels shall be of sufficient size and weight ratings to accommodate GVW of vehicle(s).		
3.10.4.1.2	Front: 22.5 x 8.25" hub piloted 10H steel disc one-piece.		
3.10.4.1.3	Rear: 22.5 x 8.25" hub piloted 10H steel disc one-piece.		
3.10.4.1.4	The vehicle(s) shall have black powder coated steel wheels.		
3.10.4.2	Tires:		
3.10.4.2.1	The tires shall be of sufficient size and ply ratings to accommodate GVW of vehicle(s).		
3.10.4.2.2	Front: 11R 22.5 16 ply, BSW, tubeless radials with highway tread.		
3.10.4.2.3	Rear: 11R 22.5 16 ply, BSW, tubeless radials with mud & snow traction tread.		
3.10.5	BRAKES & AIR SYSTEM:		
3.10.5.1	Brakes:		
3.10.5.1.1	Heavy duty dual air brake system with automatic slack adjusters and nylon color-coded brake lines.		
3.10.5.1.2	Drum brakes.		
3.10.5.1.3	Anti-lock braking system (ABS).		
3.10.5.1.4	Front and rear automatic slack adjusters.		
3.10.5.1.5	Air operated parking brake with dash mounted control clearly labeled.		

3.10.5.1.6	Emergency Brake Connection: The pneumatic portion of the brake system shall be equipped with front and rear model FM 3103 ¼" MPT male quick disconnect sockets. The front socket must not extend past front bumper. This shall allow charging and full operation of the brake system using an air supply from a compatible external source. Both quick disconnects shall be easily accessible and clearly marked. Failure of the engine, onboard electric, hydraulic systems, shall have no effect on the brake system in the emergency mode.		
3.10.5.1.7	Safety: The override and bypass components in the brake system shall be protected to prevent accidental or inadvertent venting of the charged brake system.		
3.10.5.2	Air System:		
3.10.5.2.1	Air Dryer: Bendix AD-9 or WMATA approved equal; Must be heated and have automatic moisture ejector.		
3.10.5.2.2	Air compressor shall be Bendix or WMATA approved equal with minimum 13.2 cfm.		
3.10.5.2.3	Air tanks shall be mounted outside of frame rails for easy access, unless mounting outside frame is not possible with specified body and/ or equipment. All tanks shall be equipped with manual drain valves with pull chains or wires.		
3.10.5.2.4	Low air pressure warning light and audible alarm in driver's cab.		
3.11	CAB COMPARTMENT		
3.11.1	INTERIOR:		
3.11.1.1	Two (2) passenger with high back bucket seats.		
3.11.1.2	Heavy duty air ride suspension driver's seat.		
3.11.1.3	Seats shall be heavy duty dark colored vinyl.		
3.11.1.4	All seating positions shall have three (3) point retractable orange seat belts.		
3.11.1.5	Headliner and sun visors shall be heavy duty dark colored vinyl.		
3.11.1.6	One (1) OEM, Grote #61161 or WMATA approved equal overhead dome light(s).		
3.11.1.7	Complete floor shall be covered with black heavy duty rubberized vinyl mat.		
3.11.1.8	Cab shall be insulated.		
3.11.1.9	Interior grab handle mounted at each door.		
3.11.1.10	Two (2) 12 volt DC auxiliary power outlets.		
3.11.1.11	Sound system shall include AM/ FM stereo, CD player and auxiliary audio input.		
3.11.1.12	OEM factory installed voice activated communications system shall include Bluetooth capability and steering wheel controls.		
3.11.1.13	Adjustable tilt and telescoping steering wheel/ column. Steering wheel shall include OEM factory installed audio and Bluetooth controls.		
3.11.1.14	Audible alarms and warning lights for low oil pressure, low air pressure, low coolant level, high coolant temperature, low voltage, low DEF level (if DEF equipped).		
3.11.1.15	OEM factory installed power door locks with remote keyless entry (RKE).		
3.11.1.16	OEM factory installed power windows with driver's one touch down.		
3.11.1.17	Variable speed intermittent windshield wipers with window washers.		
3.11.1.18	All window glass shall be light solar-tinted.		
3.11.1.19	OEM upfitter switch pack shall be located in center of dash for upfitter added electrical components.		
3.11.1.20	Horns shall be dual electric and dual air. Air horns mounted on chassis, not on cab roof.		
3.11.2	CLIMATE CONTROL		
3.11.2.1	OEM factory installed heavy duty high output heat, ventilation and air conditioning.		
3.11.2.2	The OEM factory installed HVAC system shall consist of heating, ventilation, and air conditioning of the operator's cab. The HVAC system, including all equipment and components defined herein shall be service-proven in similar transit applications.		

3.11.2.3	Interior temperatures shall be thermostatically controlled through operator adjustment, such that at maximum heating conditions, a temperature of 68°F can be sustained and at maximum cooling conditions, a temperature of 85°F can be sustained.		
3.11.2.4	Fresh air intakes shall assure a minimum of three (3) changes of air volume per hour.		
3.11.2.5	The OEM factory installed HVAC system in the operator's cab shall allow for a minimum of two (2) air flow settings including the ability for the operator to turn the system off completely.		
3.11.3	INSTRUMENTS:		
3.11.3.1	Speedometer;		
3.11.3.2	Engine hour meter; To function only when engine is running.		
3.11.3.3	PTO hour meter (if equipped with PTO);		
3.11.3.4	Engine oil pressure (PSI);		
3.11.3.5	Coolant temperature with warning lights and buzzer;		
3.11.3.6	Tachometer;		
3.11.3.7	Fuel level;		
3.11.3.8	Transmission temperature;		
3.11.3.9	Voltmeter;		
3.11.3.10	Air system pressure (PSI);		
3.11.3.11	Air suspension pressure (PSI) (if equipped with air suspension);		
3.11.3.12	DEF level (if equipped with DEF tank).		
3.11.4	EXTERIOR:		
3.11.4.1	Cab with tilting fiberglass hood and fenders. Grille mounted to hood with bug screen mounted between grill and radiator.		
3.11.4.2	Front bumper shall be full-width steel with swept-back ends and openings for tow hooks.		
3.11.4.3	Street-side and curb-side mirrors shall be motorized remote-control adjustable, heated, stainless steel, extended West Coast style with 7" x 16" mirror heads and built-in amber turn signal lights. Shall have breakaway mounting brackets.		
3.11.4.4	Street-side and curb-side convex mirrors shall be 8" diameter, heated, offset mount, bolt on type, installed below West Coast style mirrors.		
3.11.4.5	Exterior grab handles mounted at each door.		
3.11.4.6	Anti-slip tread plate steps shall be mounted at each door. Steps integrated into fuel tank, battery box, etc. are acceptable.		
3.11.4.7	Plain (no logo) anti-sail mud flaps shall be mounted behind front and rear wheels.		
3.11.4.8	Front and rear license plate brackets installed. Rear shall have light(s) to illuminate tag.		
3.12	SAFETY AND VISIBILITY		
3.12.1	Air bags: All positions available for specified model vehicle.		
3.12.2	All seating positions shall have three (3) point retractable orange seat belts.		
3.12.3	"FASTEN SEAT BELTS" Reminder label on each door window. Shall be mounted near the bottom of window on the side closest to the outside door handle. Decal shall be on interior of window and readable from the exterior.		
3.12.4	Four (4) wheel chocks with handles shall be provided.		
3.12.5	Bi-directional, reflective, DOT approved safety triangle reflector kit for emergency situations.		
3.12.6	One (1) five (5) lb. refillable B.C. rated fire extinguisher shall be supplied unmounted.		
3.12.7	One (1) ten unit (10 person) first aid kit shall be supplied unmounted.		
3.12.8	Daytime running lights (DRL)		
3.12.9	Back-up alarm that will activate when the vehicle(s) is engaged to travel in the reverse direction. ECCO model SA907 (or equal) adjustable (87-107) to 5 dba above. Alarm automatically adjusts volume of alarm signal to ambient noise levels.		

3.12.10	REAR VIEW CAMERA SYSTEM:		
3.12.10.1	OEM factory installed camera system that displays path of travel when vehicle is in reverse.		
3.12.10.2	ATTENTION: OEM system is preferred. Use below spec if OEM system is not available.		
3.12.10.3	Rosco model #STSK5465 or WMATA approved equal. Commercial duty for 12 volt power source, IR night vision and audio.		
3.12.10.4	Monitor shall be color five (5) inch LCD display, 100g shock rating, 15g vibration rating. Shall be mounted near top of windshield (in normal location of rearview mirror) or on top of dash centered with windshield. Final mounting location shall be approved by WMATA.		
3.12.10.5	Camera shall be heavy duty, weatherproof with 250k pixels, 120 degree field of view, high output infra-red LED's, 100g shock rating and 15g vibration rating.		
3.12.10.6	Warranty shall be minimum one (1) year parts and labor.		
3.12.11	Custer Products part #CPL-65A-SEQ or WMATA approved equal, 6.5" oval sequencing turn signal, G65G rubber grommet and MT-65 black powder coated steel box.		
3.12.11.1	Shall be mounted on both sides under the body, forward of rear wheels @ 45 degree angle to the body sides. Shall be clearly visible to drivers in adjacent lane and flash when corresponding turn signal is activated.		
3.13	AIR, FUEL, HYDRAULIC & DEF TANKS		
3.13.1	All fuel, air, and hydraulic reservoir tanks, including the fasteners and the mounting frames, shall conform to Federal standards for strength, and shall be tested for strength, and leaks under design pressure.		
3.13.2	The drain valve shall be positioned at the bottom of the tank. Fuel baffle plates, if required for reduction of fluid motion, shall not obstruct removal of dirt and sludge.		
3.13.3	The tank(s) shall be located to minimize fire hazard from spilling, overflow, or draining of fuel.		
3.13.4	Placement of the vent shall be higher than the filler mount to avoid overflow.		
3.13.5	The tank(s) shall be designed to reduce fluid motion or imbalance when the vehicle(s) is traveling at rated speed, accelerating or decelerating.		
3.13.6	Tanks must have mechanical anti roll channels.		
3.13.7	DEF tank to be mounted according to Federal standards.		
3.14	LIFTGATE		
3.14.1	Maxon RailLift model RC-6 with folding platform or WMATA approved equal.		
3.14.2	Electric/ hydraulic operated.		
3.14.3	6,000 lb. capacity.		
3.14.4	60" depth X 80" width platform with 12" retention ramp, recessed hinge, dual assist torsion springs and dual cart stops.		
3.14.5	Shall have grease zerk fittings on all major pivot points.		
3.14.6	Toggle switch controlled.		
3.15	DRY FREIGHT VAN BODY		
3.15.1	GENERAL:		
3.15.1.1	Inner City Van Body, US Truck Body or WMATA approved equal.		
3.15.1.2	Exterior coating shall be white to match cab.		
3.15.1.3	Cargo area floor shall be flat (no wheel well humps)		
3.15.1.4	Interior front bulkhead shall have 3/16" thick aluminum diamond plate installed 16" high from the floor.		
3.15.1.5	Roll-up cargo area door with pull down strap and torsion spring assist.		
3.15.1.6	Shall have undercoating on full understructure.		
3.15.2	DIMENSIONS:		
3.15.2.1	Inside dimensions: 24 ft. L, 97" H, 94" W.		
3.15.2.2	Outside dimensions: 24 ft. 6" L, maximum 103" H, minimum 96" W.		

3.15.2.3	Overall height shall not exceed 11 ft. 8" from ground to top of body at any point.		
3.15.2.4	Door opening: 90.5" H, 88" W.		
3.15.3	CONSTRUCTION:		
3.15.3.1	Sub structure shall be minimum 4" longitudinal structural I-beam. Minimum 3" structural I-beam section cross members on 12" centers. Hat section cross members are prohibited.		
3.15.3.2	Fiberglass reinforced plywood.		
3.15.3.3	Body side walls and front shall be constructed of minimum 5/8" heavy duty exterior grade plywood with fiberglass reinforcement inside and out.		
3.15.3.4	Entire cargo area floor shall be constructed of 3/8" hardwood covered with 3/16" thick aluminum diamond plate.		
3.15.3.5	Roof shall be full length translucent.		
3.15.4	CARGO SECUREMENT:		
3.15.4.1	E-Track: Four (4) tracks per side spaced at 16", 30", 44" & 61" from floor to center of track. Shall include six (6) cross bars.		
3.15.4.2	Six (6) tie down rings flush mounted in floor, evenly spaced from front to rear of cargo box and spaced 6-10" from side walls.		
3.15.4.3	Six (6) 1,200 lb. 1" x 16 ft. ratchet straps with steel vinyl coated "S" hooks.		
3.15.5	LIGHTING & VISIBILITY:		
3.15.5.1	Four (4) white LED interior lights with single switch mounted inside body near cargo door, Light circuit must only receive power when truck ignition key is on.		
3.15.5.2	Shall have alternating red and white reflective tape applied along exterior cargo box sides near the bottom and on rear impact guard.		
3.16	PAINT/ FINISH COATING		
3.16.1	The driver's cab shall be OEM white, and shall include a clear coat.		
3.16.2	The body shall be white to match the cab.		
3.16.3	Below body line: gloss black, Imron or WMATA approved equal.		
3.16.4	Tool boxes, lift gate and all other underbody components shall be black.		
3.16.5	The frame of the vehicle(s) shall be black.		
3.16.6	All bare metal on exterior and interior of body, including interior compartments and toolboxes shall be prime painted and finish color painted on the exterior.		
3.16.7	Primer coat: 1.2 mil thickness		
3.16.8	Finish coat: 1.5 to 1.8 mil thickness		
3.16.9	Tank painting and marking: (for quick visual fluid ID)		
3.16.10	Diesel Fuel: To be painted according to Federal Standard #595 with green # 14062.		
3.16.11	Hydraulic Oil: To be painted according to Federal Standard #595 with blue # 15180.		
3.16.12	Decals: Type of fluid shall be stenciled or decaled with 1 ½" letters on each tank in a conspicuous place using a contrasting color. Supply all operational and safety decals.		
3.16.13	Rust proofing and Undercoating: Chassis shall be Standard OEM; Body: Rustproof/Undercoat underbody and all bare metal components below body line.		

3.17	FLEETWATCH GP55 SYSTEM	
3.17.1	Available from: S&A Systems Inc. Phone: 972-722-1009 www.fleetwatch.com/product-gp92.php	
3.17.2	Component Mounting: Mounting of components as specified may not be possible due to some vehicle's specialized equipment. In those cases the contractor must first have component location(s) approved by WMATA.	
3.17.3	Reader (White Box) Mounting: Heavy Duty (Large Trucks): Shall have the reader mounted on the interior side, rear window that is closest to the fueling door. If the view is obstructed from the rear by the truck bed/ body the unit shall be mounted on the interior of front windshield, fueling side as low and as close to the pillar as possible. The other option would be to mount the reader in close proximity to the doorjamb or seat on fueling side of vehicle. Mounting of equipment shall not interfere with entry or exiting of vehicle or operation of any equipment. Unit shall be easily accessible for maintenance.	
3.17.4	Module (Black Box): Shall be securely mounted inside of vehicle in an area where it will not be damaged by normal operation. Ease of maintenance and replacement of unit also must be considered.	
3.17.5	Antenna (Small GPS Module): Shall be mounted on the front dash or rear window deck so that there is clear (straight up) view of the sky. WMATA's preference is the rear deck. It shall not obstruct the operators view if is mounted on the front dash area.	
3.17.6	System Ground: Must be attached to a dedicated chassis ground.	
3.17.7	Battery Power (Red Wire): Must be hot at all times and shall be accessed from one of the vehicles existing fuse/ junction boxes in a manner not to compromise the integrity of the chosen circuit. The module must be protected with a dedicated fuse circuit by the use of an add-a-fuse tap (Cooper Bussman #BP/ HHH or equivalent). If the vehicle does not support this connection type, the contractor must submit an installation plan for WMATA to review and approve.	
3.17.8	Ignition Power (White Wire): Must have battery voltage at all times when the key is on and the vehicle is in motion and be open when the key is off. It must be accessed from one of the vehicles existing fuse/ junction boxes in a manner not to compromise the integrity of the chosen circuit. The module must be protected with a dedicated fuse circuit by the use of an add-a-fuse style tap (Cooper Bussman #BP/ HHH or equivalent). If the vehicle does not support this connection type, the contractor must submit an installation plan for WMATA to review and approve.	
3.17.9	All Connections must be hard wired. No quick disconnect electrical terminals shall be used.	
3.18	MATERIALS	
3.18.1	Material Prohibitions: Materials used in the construction of the vehicle(s) shall not constitute a health hazard for staff or the public. Prohibited materials shall include but shall not be limited to the following:	
3.18.1.1	PVC;	
3.18.1.2	Asbestos;	
3.18.1.3	Polychlorinated Biphenyls;	
3.18.1.4	Mercury (excluding fluorescent light bulbs);	
3.18.1.5	Lead based pigment paints, and lead in brake shoes (if applicable);	
3.18.1.6	Halogens (excluding thin walled cross linked polyolefin cable);	
3.18.1.7	Silica;	
3.18.1.8	Urethane foam;	
3.18.1.9	Chlorinated fluorocarbons that may cause environmental problems;	
3.18.1.10	Materials that emit toxic gases or irritants in their normal state;	
3.18.1.11	Known carcinogenic materials.	

3.18.2	All steel plates, shapes, bars, and sheets shall be of a quality that has good weld-ability, high impact resistance and meets IZOD impact toughness at low temperatures (0°F to 400°F). Steel items shall be of alloys and grades normally used for maintenance of way equipment and railway rolling stock. Design of structural members subject to normal working loads shall have a minimum design safety factor of 2 to 1. Structural members shall be designed to withstand impact stresses with a minimum safety factor of 3 to 1. It is generally recognized that this is only a minimum recommended guideline and greater design safety factors may be required as necessary.		
3.18.3	All fasteners shall meet requirements of ASTM-A-325 as a minimum. Contractor shall use certified fasteners. Contractor shall be aware of the possibility of counterfeit fasteners available. All fasteners shall be plated or anodized to avoid corrosion or galvanic reaction to the mating surfaces.		
3.18.4	All bolt applications shall have at least two (2) full threads protruding beyond the nut after the fastener has been torqued and no more than six (6) threads protruding beyond the nut.		
3.18.5	All fastener certifications shall be maintained by the Contractor for inspection by WMATA until all warranty/reliability periods have expired.		
3.18.6	All non-ferrous metals shall be of alloys having strength and corrosion resistance suitable for the service and operating environment intended.		
3.19	PRINTS		
3.19.1	Layout: Supply one (1) set with proposal.		
3.19.2	Vehicle Height: The overall height must be part of the layout print submitted with the bid package.		
3.19.3	As Built: Supply one (1) set at delivery.		
3.19.4	Diagrams Include all electrical, hydraulic and operation schematics at time of delivery. NOTE: To be included in Maintenance Manuals.		
4.0	DESIGN LIFE		
4.0.1	The vehicle(s) shall be designed for a 15-year minimum life, operating with the duty cycle of 1,000 hours per year (average), and in the environment as defined in this Technical Specification, without requiring structural repair or replacement for any reason other than collision damage, vandalism, natural disasters, or misuse.		
4.0.2	The Contractor shall make every effort to minimize life-cycle costs of the vehicle(s).		
5.0	WARRANTY		
5.0.1	Warranty commencement begins at the time of acceptance of the final product by WMATA.		
5.0.2	The Contractor shall provide a minimum of three (3) years (36 months), 36,000 mile OEM factory parts and labor warranty.		
5.0.3	The Contractor shall ensure that all OEM parts and accessories provide a minimum of three (3) years (36 months) warranty.		
5.0.4	In the event the OEM warranty does not meet the minimum three (3) year (36) month warranty requirement, the Contractor shall assume warranty requirements of OEM parts and accessories past the OEM warranty up to the three (3) year (36 month) minimum requirement.		
5.0.5	Pre-Manufactured items installed on the vehicle(s) will be covered by the OEM manufacturers' warranties unless the warranty is less than three (3) years.		
5.0.6	Reliability and availability of this equipment is critical. The successful Contractor is required to provide short-notice on-site support when required, and to quickly provide unique parts, assemblies, and subassemblies throughout the equipment life-cycle. During the three (3) warranty period, the Contractor will provide support to address reliability and warranty issues.		

5.0.7	The Contractor shall provide a minimum of five (5) years (60 months), 100,000 mile OEM factory parts and labor diesel engine warranty.		
5.0.8	The Contractor shall provide a minimum of five (5) years (60 months), 50,000 mile OEM factory emissions warranty.		
5.0.9	The Contractor shall provide an OEM factory extended powertrain warranty for seven (7) years (84 month), 100,000 miles.		
5.0.10	The Contractor shall provide a minimum of five (5) years (60 months), unlimited mileage OEM factory corrosion protection warranty. Undercoating and rust proofing are required if warranty is less than five (5) years.		
5.0.11	The Contractor shall comply with the warranty provisions, as stated in the Special Provisions, of this Contract document.		
6.0	SPARE PARTS		
6.1	WARRANTY SPARES		
6.1.1	The Contractor shall provide access to an adequate stock of Warranty Spare Parts to replace failed components during the warranty period for one (1) year without cost to WMATA.		
6.1.2	Delivery of Warranty Spare Parts to WMATA shall take no longer than 24 hours.		
6.2	MAINTENANCE SPARES		
6.2.1	As soon as the equipment designs become finalized, the Contractor shall provide a list of recommended Maintenance Spares that should be held by WMATA for the ongoing maintenance of the vehicle(s). The Maintenance Spares shall include consumables, casualty replacements, and maintenance float. As a minimum, the following information shall be furnished for each item on the Maintenance Spares list:		
6.2.2.1	Supplier part number;		
6.2.2.2	Description;		
6.2.2.3	Recommended quantity;		
6.2.2.4	Estimated annual consumption (for consumable spares);		
6.2.2.5	Shelf life;		
6.2.2.6	Unit price and extended price by vehicle(s) set;		
6.2.2.7	Lead time for ordering.		
6.2.2.8	The lead time for each item on the Maintenance Spares list shall take into consideration the following classifications:		
6.2.2.8.1	Wear: Parts that may be expected to require regular replacement under normal maintenance schedules, such as mechanical parts subject to continuous operation.		
6.2.2.8.2	Consumables: Parts, including fluids, with an expected life of less than five (5) years.		
6.2.2.8.3	One Shot: Parts that normally require replacement after performing their function one time, such as fuses.		
6.2.2.8.4	Long Lead: Parts that are not readily available from distributors or the manufacturer.		
6.2.2.8.5	Exchange Assemblies: Assemblies that will be exchanged with failed units (or units that are not responding as specified) on the supplied equipment and that must be inventoried as complete assemblies.		

7.0	OPERATIONS AND MAINTENANCE (O&M) MANUALS	
7.1	SCOPE	
7.1.1	The Contractor shall provide O&M Manuals in sufficient detail to enable WMATA to operate, test, maintain, overhaul, and repair and restore the vehicle(s) to its original vehicle-acceptance condition that meets the specified performance requirements.	
7.1.2	The Contractor shall supply six (6) sets of O&M service and spare parts manuals to the Service Vehicles Fleet Manager before the vehicle(s) is delivered to WMATA site. The manuals for the vehicle(s) and all major components and subassemblies shall be adequately detailed for their intended use. The OEM part number will be retained on all commercially available standard parts and components purchased by the offers from external sources. OEM parts modified by the offers to meet the needs of this procurement will be clearly identified by a unique number in the parts manual.	
7.1.3	The Contractor shall provide both printed paper copies and an electronic media file on CD-ROM of all manual volumes of the O&M Manual. The electronic media file shall be provided in an editable format. The software interface for viewing of the electronic O&M Manual shall be commercially available and approved by WMATA.	
7.2	GENERAL REQUIREMENTS FOR O & M MANUALS	
7.2.1	The O&M Manual shall fully describe the operation, testing, maintenance and repair of all systems, subsystems, equipment and components in the vehicle(s).	
7.2.2	The Contractor shall provide an illustrated parts catalog within the manuals for the vehicle(s). The illustrated parts catalog shall consist of combinations of parts lists and illustrations covering all equipment on the vehicle(s) starting from the top of the equipment hierarchy down to the smallest replaceable component.	
8.0	SAFETY CERTIFICATION	
8.0.1	This equipment must pass all safety requirements for DOT, DC, Maryland and Virginia laws, regulations and all industry standards. The supplier must deliver the equipment with a valid and current DC Inspection sticker.	
9.0	DELIVERY SCHEDULE	
9.1	DELIVERY AND COMMISSIONING	
9.1.1	The vehicle(s) shall be fully functional, adjusted and lubricated upon delivery.	
9.1.2	Equipment shall be constructed, prepared, and loaded so that it will withstand, without damage, handling likely to be encountered during delivery. Valuable and easily pilfered parts such as batteries, tools, and loose small items shall be shipped in such a manner as to resist pilferage.	
9.1.3	At time of delivery, each completed vehicle(s) shall be furnished with a certified weight certificate conforming for all three states, and shall provide the following information:	
9.1.3.1	Actual weight on front axle,	
9.1.3.2	Actual weight on rear axle, and	
9.1.3.3	Total weight on complete vehicle.	
9.1.4	The Contractor shall obtain a Washington DC inspection sticker prior to delivery.	
9.1.5	All decals and placards conforming to Federal Motor Carriers requirements shall be applied to the vehicle(s) at the time of delivery.	
9.1.6	The fuel level shall be not less than ½ tank when delivered to WMATA site.	
9.1.7	Six (6) complete sets of keys for vehicle and any additional equipment (utility/ auxiliary doors and/ or tool boxes) must be provided at time of delivery. The ignition and doors must be keyed alike.	
9.1.8	Temporary tags from the state where the contractor is located must be affixed to the vehicle and proper temporary registration supplied at time of delivery. Tags must be valid for a minimum of thirty (30) days from date of delivery.	
9.1.9	Vehicles must meet all FTA, federal and state laws when delivered.	
9.1.10	An executable Certificate of Origin must be delivered with vehicle(s).	

9.1.11	Compliance prior to payment: All new vehicles/ equipment will be inspected for conformance to these specifications before final acceptance and payment is issued.		
9.1.12	Contractor must notify the Service Vehicles Fleet Manager prior to delivery of any vehicle(s) to WMATA site.		
9.1.13	WMATA reserves the right to refuse delivery of vehicle(s) if any of the conditions of this specification are not met.		
9.1.14	Delivery of the equipment to WMATA shall take place within 180 days after Notice to Proceed (NTP) at the following address in all respects complete and ready to operate: Washington Metropolitan Area Transit Authority Attention: Body Shop Supervisor Carmen Turner Facility, Building "G" 3500 Pennsy Drive Hyattsville, MD. 20785 Phone: 301-618-1336		
9.1.15	Vehicle(s) must be delivered between 6:00 am. and 1:30 pm. Monday - Friday only. Any attempts to deliver after 1:30 pm, vehicle(s) will not be accepted.		
9.2	CORRECTIONS		
9.2.1	Upon delivery of the vehicle(s), the Contractor may inspect and correct any damage that may have occurred during shipment on WMATA's property.		
9.2.2	The contractor shall insure the vehicle(s) be fully functional, adjusted and lubricated upon delivery.		
9.3	SERVICE BULLETINS		
9.3.1	The contractor shall provide all factory service bulletins to the Service Vehicles Fleet Manager.		
9.4	SUB-CONTRACTOR(S)		
9.4.1	Contractor shall provide company name, point of contact and details of warranty length and coverage for any materials and/ or services provided by sub-contractor(s). This information must be submitted to the Service Vehicles Fleet Manager prior to delivery of vehicle(s).		
10.0	MEETINGS, INSPECTION AND ACCEPTANCE		
10.1	PRE-CONSTRUCTION MEETING		
10.1.1	Contractor must contact the Fleet Manager to schedule a pre-construction meeting between the contractor, sub-contractor(s), WMATA vehicle user(s) and SVMT personnel prior to start of vehicle construction. Engineering and production personnel shall be made available to address any issues that need resolution prior to construction.		
10.2	INSPECTION		
10.2.1	WMATA reserves the right to perform on-site acceptance inspections at the contractor's facilities during vehicle construction, prior to painting and prior to delivery. For pre-delivery inspections the vehicle(s) shall be inspected by representatives of WMATA. Unless otherwise specified by WMATA, all vehicles constructed under the awarded contract shall be complete and ready for inspection prior to the arrival of the pre-delivery inspection team. If the vehicle is found to be Incomplete and not available for a complete pre-delivery inspection will result in the manufacturer paying for all expenses for additional pre-delivery inspections. Pre-delivery inspections at the manufacturer's warranty facility will not be accepted. WMATA reserves the right to make vehicle factory inspections on the vehicle that is under construction at anytime during the construction process.		

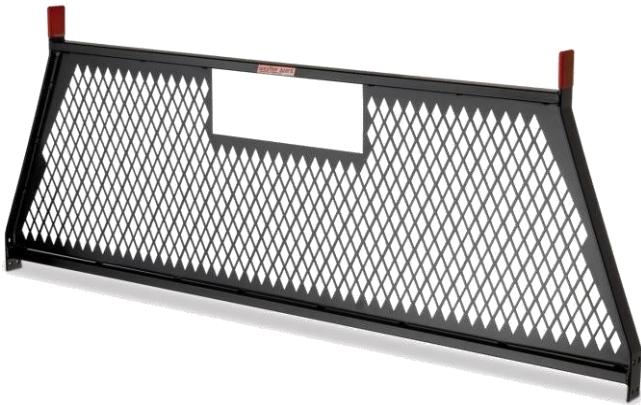
LIGHT BAR MOUNT



CHEVRON PATTERN ON LIFT GATE



CAB GUARD (AKA: HEADACHE RACK)





Washington Metropolitan Area Transit Authority
 600 5th Street, NW
 Washington, DC 20001

SPECIFICATIONS PACKAGE

Silver Line Phase 2 Vehicle Purchase
Item 5:
Aerial (Boom Truck) Work Platform

REV.	DATE	REVISION DETAILS	RELEASE NO.	INIT.
0	9/16/10	Draft	RLN-000	MM
1	11/29/10	Completed Spec.		
2	1/4/18	Minor revisions		AC

EDITED BY: _____ **DATE:** _____
 Alan Cecil – SVMT Fleet Manager

APPROVED BY: _____ **DATE:** _____

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0.0 Specifications Package Cover Letter

1.1 SUMMARY OF REQUIREMENTS

This package includes specifications for the manufacture and delivery of one (1) 60' Boom Truck to be used by the Structure Maintenance and Inspection division throughout the WMATA system. The Boom Truck will reach heights of 60' and will be dielectrically protected meeting ANSI 92.2 for category C, 46KV and below. In addition it shall meet, as a minimum, all the requirements as defined in the Technical Specifications Section 3.0.

1.2 INSPECTION & ACCEPTANCE TESTING (IF APPLICABLE)

Upon equipment delivery, the Offeror shall perform acceptance testing at WMATA. Acceptance test plans shall be submitted by the Offeror ten (10) working days prior to performing the test and approved by WMATA, prior to testing. Refer to Section 4.0 for inspection and acceptance testing requirements.

1.3 SAFETY CERTIFICATION (IF APPLICABLE)

The Offeror shall conduct a safety program. Refer to Section 5.0 for a detailed description of the Safety Certification requirements.

1.4 WARRANTY

The Offeror shall comply with the warranty provisions, as stated in the Special Provisions Section of this Contract document. Refer to Section 6.0 for more detailed technical warranty requirements.

1.5 DELIVERY SCHEDULE

Delivery of the equipment to WMATA's Alexandria Yard shall take place 180 days after Notice to Proceed (NTP). Refer to Section 8.0 for a detailed delivery schedule of the equipment and manuals.

1.6 POTENTIAL OFFERORS

1.6.1 See attachment

1.7 LIST OF ITEMS TO BE PRICED

1.7.1 60' Aerial Boom Truck

1.8 EVALUATION CRITERIA

Below is a summary of the Technical Evaluation Criteria for the 60' Aerial Boom Truck:

1.8.1 Equipment Capability: Proposals must discuss in detail equipment being proposed, a 2 person 60-foot Aerial Boom Truck. Vehicle proposed must comply with specifications and requirements included in Section 3.0, Technical Specifications.

1.8.2 Firms Experience: Offeror must demonstrate at least (2) contracts of similar nature within the last 10 years. Overview of the Offeror's abilities and their commitment to the services set forth in this RFP.

0.9.3 Training: The successful Offeror must include a proposed training plan that meets requirements specified in Section 3.0. An overview of the planned curriculum will be provided for the maintenance and operation of the Vehicle. The Offeror must provide qualifications of the training instructor; a minimum of 5 years of experience on the specified equipment is required

1.0 Scope

1.1 The Office of Track and Structures (TRST) is responsible is for above ground and underground metro structures. This department needs a two-person 60-foot aerial (boom truck) platform with fiberglass service body. The equipment will be used to lift structural maintenance, and inspection work crews, support generators, welders, equipment and materials to high-level access for structural maintenance and inspection work.

Items called for by this solicitation have been identified as a brand name or equal product description; such identification is intended to be descriptive in order to indicate the minimum quality and characteristics required.

Proposals offering products other than what is described here-in will be considered for an award only if such product is clearly identified and detailed information is included to enable the Authority to properly evaluate equal product substitution. Acceptance of any equal product substitution will be determined by the authority.

Specifications for proposal compliance:

- A. All craftsmanship shall be of the highest degree and will be subject to periodic inspection during fabrication and assembly.
- B. Chassis and equipment must be equipped with all-standard items and features, unless upgraded or deleted by this specification.
- C. Vehicle must comply with 50 State emission standards.
- D. Vehicle cargo capacity may not be less than specification. Weight analysis must be performed and must show the weight of all components and distribution between front and rear axles.
- E. Each completed vehicle type must be furnished with a certified weight certificate showing:
 - 1. Actual weight on front axle.
 - 2. Actual weight on rear axle.
- G. Offeror is to supply a layout-drawing (to scale) showing the component placement on the completed vehicle. Drawing must also show approach angle, break-over angle and departure angle as described in **Item 3.15.5**, Obstruction Clearances. Drawing is to be submitted as part of the submission package.
- H. All fluids, with the exception of fuel, shall be checked and topped off if necessary, prior to delivery. Prime Offeror shall be responsible for compliance.

2.0 Applicable Documents

- 2.1 ASTM-A325 standard: Standard Specification for Structural Bolts, Steel, Heated Treated, 120/105 psi Minimum Tensile Strength.
- 2.2 WMATA'S SAFETY AND SECURITY CERTIFICATION PLAN
- 2.3 FEDERAL TRANSIT ADMINISTRATION'S HANDBOOK FOR TRANSIT SAFETY AND SECURITY CERTIFICATION, FTA MA-90-5006-02-01, FINAL REPORT, NOVEMBER 2002.

3.0 Technical Specifications

3.1 CHASSIS

- 3.1.1 Wheel Base - Approx. 237"
- 3.1.2 Cab to Axle - Approx. 168"
- 3.1.3 Frame - 28.0 SM, 120,000 psi, 3,357,000 RBM w/reinforcement
- 3.1.4 Fuel Tanks – 70 gal. Street side mounted
- 3.1.5 GVW – 41,000 minimum
- 3.1.6 Front Axle – 16,000 lb.
- 3.1.7 Rear Axle – 26,000 lb.
- 3.1.8 Rear Axle Ratio – to be determined
- 3.1.9 Front Springs - 16,000 lb.
- 3.1.10 Rear Springs - 30,000 lb.
- 3.1.11 Power Steering

3.2 ENGINE:

- 3.2.1 Type - Diesel
- 3.2.2 Net Horsepower – Minimum 330 @ 2200 rpm, 1000lb ft. torque
- 3.2.3 Oil Filter - Std. Spin-on
- 3.2.4 Air Filter - Std. Dry element
- 3.2.5 Cooling System – HD

- 3.2.6 Engine Block Heater shall be 1000 watt with an 115vac w/cord and plug; mounted under driver's door.
- 3.2.7 Must include an auxiliary winter/cold weather starting aid
- 3.2.8 RH outboard under step mounted horizontal after-treatment device w/RH cab vertical tailpipe.

Automatic over the road regeneration and dash mounted regeneration request switch.

3.2.9 Fuel/ water separator-heated

3.3 DRIVELINE:

- 3.3.1 Transmission - Allison model 3500RDS 6 speed, World Class w/PTO provisions.
- 3.3.2 External auxiliary transmission oil cooler
- 3.3.3 Warranty shall be as specified in **Item 6.0 Warranty**
- 3.3.4 Lubricant shall be Transynd synthetic, or OEM recommended.
- 3.3.5 PTO – **Ref. 3.11.1**
 - 3.3.5.1 PTO must include dash mounted indicator light and operating placards.

3.4 ELECTRICAL:

- 3.4.1 System - 12 V. negative ground
- 3.4.2 Batteries - (3) w/ 2774 CCA, with a lockable hinged cover
- 3.4.3 Alternator - 210 amp minimum
- 3.4.4 Shall have engine protection derate system and alarm
- 3.4.5 Electronic Backup Alarm - ECCO model SA907 (or equal) adjustable (87-107) to 5 dba above, which automatically adjusts to ambient noise level.
- 3.4.6 Collision Avoidance System – Eagle Eye ODS system or **WMATA** approved equal. Must be capable of accepting multiple sensor locations around the vehicle. This device must also be capable of operating in two distinctive modes, passive and active; shall include cab display and audible alarm.

3.5 BRAKES:

- 3.5.1 Type – Air, ABS
- 3.5.2 Front - 16.5 x 6 inch
- 3.5.3 Rear - 16.5 x 7 inch
- 3.5.4 Parking Brakes - spring type maxi
- 3.5.5 Air Dryer – heated; must include moisture ejectors on all tanks.
- 3.5.6 Compressor -
- 3.5.7 Front and Rear automatic slack adjusters
- 3.5.8 Emergency Brake Connection – the pneumatic portion of the brake system shall be equipped with front and rear model FM 3103 ¼" MPT male quick disconnects. This shall allow charging and full operation of the brake system using an air supply from a compatible external source. Both quick disconnects shall be easily accessible and marked clearly. The failure of the engine, onboard electric, hydraulic systems, shall have no effect on the brake system in the emergency mode.
 - 3.5.8.1 Safety – The override and bypass components in the brake system shall be protected to prevent accidental or inadvertent venting of the charged brake system.

3.6 WHEEL AND TIRES:

- 3.6.1 Rims:
 - a. Front - 22.5 x 9.0" 10H steel disc one-piece
 - b. Rear - 22.5 x 8.25" 10H steel disc one-piece
- 3.6.2 Tires:
 - a. Front – 12R22.5 18 ply radial steel tire
 - b. Rear – 12R22.5 16 Ply Tires
- 3.6.3 Tread – 2 highway, 4 mud & snow

- 3.6.4 Instrumentation – Fuel, Speedometer, Tachometer, Oil pressure gauge, Engine temperature gauge with warning lights and buzzer, Transmission temperature gauge, Air pressure gauge.
- 3.6.5 Voltmeter, Engine hour meter and PTO hour meter. (Lights are not acceptable)

NOTE: Truck hour meter to function only when engine is running.

- 3.6.6 Windshield wiper – 2 speed w/ intermittent control and washer
- 3.6.7 Heater/ Defroster/Air Conditioner – High output
- 3.6.8 Mirrors shall be R&L stainless steel extended West Coast with 7" x 16" mirror heads, for 102" wide application; heated with thermostatic control. Street side shall be a model 356H-12RT or approved equal, with breakaway feature.
- 3.6.9 Convex Mirrors shall be eight-inch diameter offset mount, bolt on type, model 904H-4RT shall be installed on street side and curbside mirrors; both curbside and street side must be heated.
- 3.6.10 Horn – Std. electric plus air
- 3.6.11 Bumper – Std. HD
- 3.6.12 Seat – Drivers and Passenger to have air ride, (National Cush-N-Air) or equal. Both to be vinyl covered.
- 3.6.13 Four-(4) grab handles (or two-(2) full length handles); two-(2) curbside and two-(2) street side, located for best road cab access.
- 3.6.14 One-piece tilt hood and fender assembly.
- 3.6.15 AM/ FM Radio

3.7 LINE BODY: Astoria model A23494-MTB-F (or approved equal)

- 3.7.1 Body Dimensions: 198" L x 94" W approx., with 36" tail shelf
- 3.7.2 Compartment Height 48"
- 3.7.3 Compartment Depth 20"
- 3.7.4 Load space Width 54"
- 3.7.5 Top of Body to Top of Floor 30"

- 3.7.6 Body construction shall be reinforced fiberglass with stainless steel hardware.
- 3.7.7 Body Side Modules shall be solid, structurally reinforced type, fiberglass throughout modules, with no critical stress areas that can result in cracks or leakage. All fiberglass shall be consistently 3/16" (.187) thick with a glass to resin ratio of 30/70. Tops, front and rear bottoms of side modules shall be cored with ½" marine plywood.
- 3.7.8 Compartment Bulkheads shall be full height, sealed fiberglass, cored with ½" marine plywood shall separate each compartment.

NOTE: Synthetic core materials are not acceptable. E.g.: PVC, Anitex, Klegacell, etc.

- 3.7.9 Doors shall be HD double panel, hollow core with smooth gel coat finish on outer and inner surfaces. Panels shall be sealed with epoxy resin. The exterior door surfaces shall have a slight convex shape for improved impact strength. All corners and areas for attaching hardware shall be reinforced (cored) with aluminum to prevent cracking and hole distortion.
- 3.7.10 Door Seals shall be all automotive, bulb type to create a weatherproof seal against water and dust. Attach by means of pinch weld. **(Glue is unacceptable)** Seals must be replaceable. All doors shall be water tested before delivery and certified as dry.
- 3.7.11 Door Hinges shall be HD stainless steel strap type; two-(2) per door. Each hinge will bolt to door and body with six-(6) stainless steel flush mounted bolts.
- 3.7.12 Door Latches shall be HD, two stage, automotive, rotary type with adjustable strikers. All doors to be keyed alike.
- 3.7.13 Master Locking System— One-(1) curbside and one-(1) street side; lockable from the rear of body.
- 3.7.14 Vertical Doors must all include double spring type retainers for holding doors open at approx. 90° to the body.
- 3.7.15 Horizontal Doors – **Ref. 3.7.3;** Top Opening with dual air assist cylinders.
- 3.7.16 Shelving shall be Pultruded fiberglass sides and reinforced fiberglass bottoms shall include adjustable dividers. Shelving shall be adjustable and shall lock in place with spring loaded pins.

- 3.7.17 Compartment Floors shall be reinforced with ½" aluminum tread plate or shall include Dri-Dek material, cut to fit all compartment floors. Each compartment shall include a drain tube.
- 3.7.18 Compartment Lighting – **Ref. 3.12**
- 3.7.19 Conspicuity Tape shall be installed on rear body in a "V" shape; 3M or approved equal.
- 3.7.20 Load space shall be covered with Non-skid Coating on surface of load space floor; Gatorhyde or approved equal.
- 3.7.21 Rock Guards shall be installed on bottom front of body and in wheel well front and rear panels.
- 3.7.22 Body Compartmentation: All dimensions are approximate.
- 3.7.23 Curbside – Front Vertical Dimensions: 34" W x 51" H x 20" D; shall include five-(5) swivel material hooks.
- 3.7.24 Curbside – 2nd Vertical Dimensions: 30" W x 51" H x 20" D; shall include three-(3) HD adjustable shelves.
- 3.7.25 Curbside – 3rd Vertical Dimensions: 30" W x 51" H x 20" D; shall include three-(3) HD adjustable shelves.
- 3.7.26 Curbside – 4th Vertical Dimensions: 30" W x 51" H x 20" D; shall include four-(4) swivel material hooks.
- 3.7.27 Curbside – Horizontal Dimensions: 54" W x 24" H x 20" D; shall include one-(1) reinforced shelf in the center of compartment.
- 3.7.28 Curbside – Rear Vertical Dimensions: 20" W x 51" H x 20" D; shall include a five-(5) drawer unit with two-(2) 5" drawers, two-(2) 4" Drawers and one-(1) 3" drawer. All drawer units shall include adjustable dividers.
- 3.7.29 Street side – Front Vertical Dimensions: 34" W x 51" H x 20" D; shall include three-(3) HD adjustable shelves.
- 3.7.30 Street side – 2nd Vertical Dimensions: 30" W x 51" H x 20" D; shall include five-(5) swivel material hooks.
- 3.7.31 Street side – 3rd Vertical shall be open to allow access into the load space. Access shall be 30" W and shall include two full width x 12" D Bustin Steps and

two-(2) 24" stainless steel handles; one-(1) front and one-(1) rear, for best load space access. An additional Bustin step shall be suspended with HD roller chain below the access steps.

- 3.7.32 Street side – 4th Vertical Dimensions: 30" W x 51" H x 20" D; shall include four-(4) swivel material hooks.
- 3.7.33 Street side – Horizontal Dimensions: 54" W x 24" H x 20" D; shall include one-(1) reinforced shelf in the center of compartment.
- 3.7.34 Street side – Rear Vertical Dimensions: 20" W x 51" H x 20" D; shall be open. Shall include three-(3) sets of footman loops, located approx. 12" from the bottom of compartment; one-(1) set on front wall, one-(1) set on back wall and one-(1) set on rear wall, all spaced approx. 18" apart. Include adjustable tie down ratchet straps.
- 3.7.35 Wheel Chock – HD compartments shall be located in wheelhouse panels; one (1) curbside, one (1) street side.
- 3.7.36 Tail shelf shall be bobtail or dovetail type; fabricate with 1/8" tread plate steel, measuring 36" L x 94" W at the rear of the body and tapered to the rear of the tail shelf. Include a full depth skirt at rear of body, and taper to 6" at the rear edge of the tail shelf. Tail shelf shall be properly reinforced to chassis frame. Cover top surface of tail shelf with Gatorhyde or approved equal.
- 3.7.37 Rear Bumper – 4" structural channel ICC type with four-(4) Bustin type steps, two-(2) curbside, two-(2) street side. Install two-(2) Bustin cable steps, one-(1) curbside, one-(1) street side, outside of ICC bumper. Clearance must allow for an adequate departure angle. (approx. 15°)
- 3.7.38 Rear Window Guard – Install a HD guard on front of line body, in line with the rear cab window. Guard shall be framed with 1 ½" square tubing, angled with the contour of the cab, and shall include a full width x full height expanded metal window.
- 3.7.39 Boom Rest shall be structural steel construction; shall include 2" square tube stanchion with inverted channel at top and ½" x 3" flared ears on sides. A removable dense rubber pad shall be bolted to the channel for boom contact. Must include a ratchet type tie down for securing bucket when in travel position.

- 3.7.40 Bucket Access shall consist of Bustin step with platform and railing. Located for best access.
- 3.7.41 Bucket Rest shall consist of a spring-loaded rest on tail shelf directly under stowed bucket.
- 3.7.42 Ladder Rack shall be clamp type; installed on curbside load space of body. It must not interfere with bucket rotation. Rack must handle a minimum 28" ladder.
- 3.7.43 Access Handles – Two-(2) full length at rear of body; one-(1) curbside and street side. Shall consist of ½" pipe running from rear of body to top of tail shelf, measuring approx. 30" high.
- 3.7.44 Pintle Hook shall be a Holland model PH-T-60-AOL-8 (or equal); reinforced to chassis frame. Include two-(2) HD "D" rings, one-(1) ¾" eyelet for trailer breakaway safety chain, brake controller and a Berg (or equal) 7-prong outlet.
- 3.7.45 Wheel Chocks – Two-(2) rubber type w/handles

3.8 AERIAL PLATFORM: Telescopic model; Skylift Model 60P or approved equal. This will be a di-electric or insulated aerial boom

- 3.8.1 Bucket Height – 60'
- 3.8.2 Working Height – 65'
- 3.8.2 Side Reach – 45' from centerline of rotation
- 3.8.3 Platform shall be top Mounted.
 - 3.8.3.1 Capacity shall be 1,000 lbs., restricted to 30° above horizontal; 750 lbs. in all positions.
 - 3.8.3.2 Dimensions – 40" x 60" x 42" H
 - 3.8.3.3 Floor Construction shall be one-(1) piece HD fiberglass dish with HD fiberglass railings.
 - 3.8.3.4 Leveling – Hydraulic with dual master slave. Shall be self-leveling.
 - 3.8.3.5 Platform Rotation shall be hydraulically driven via worm gear thru 180°; 90° CW and CCW.

- 3.8.3.6 Hydraulic Outlets – Two-(2), Brunning dripless type; locate for best access. Both outlets shall operate independently with separate controls.
- 3.8.3.7 Harness – Include two-(2) safety harnesses and shock lanyards.
- 3.8.4 Boom Elevation shall be elevated by double acting cylinder and protected with double acting holding valves.
 - 3.8.4.1 Boom Travel shall be 75° above horizontal and 20° below horizontal.
- 3.8.5 Booms – Three-(3) section
 - 3.8.5.1 Main Boom – Steel (58,000 psi/hts), with a minimum 14" x 14" square boom section.
 - 3.8.5.2 2nd Section – Steel (58,000 psi/hts), with a minimum 12" x 12" square boom section, dielectric.
 - 3.8.5.3 3rd Section – Fiberglass, with a minimum 10" x 10" square boom section, dielectric.
 - 3.8.5.4 Telescoping – Shall hydraulically extend and retract with a double acting type cylinder. Replaceable nylon glide pads shall be installed on the inside of the main boom. A fiberglass Cat track system shall work in conjunction with and by the extension cylinder to bring the control harness to the platform. Extension Cylinder shall be Trynon mounted, allowing no exposed mounting hardware.
- 3.8.6 Rotation – Turret / Continuous
- 3.8.7 Turret shall be high tensile steel construction.
- 3.8.8 Controls:
 - 3.8.8.1 Turret Controls shall be full pressure, providing metering of all functions and override of upper controls. Controls shall be individual “dead man” type. Controls include: Elevation, extension/retraction, boom rotation, platform leveling, engine start/stop and emergency power.
 - 3.8.8.2 Platform Controls shall be full metering, five lever Controls, providing simultaneous boom movement of boom functions: Elevation, Extension/Retraction, Main Boom Rotation, Platform Rotation and Platform Leveling (needle valves are unacceptable). Controls shall be individual “dead

man" or manual lock-out type. Controls shall be connected hydraulically, providing flow-through circuitry to maintain uniform hydraulic oil temperature under all conditions. Control handles shall be spaced out for glove hand operation.

- 3.8.8.3 Auxiliary Equipment shall include engine start/stop and a hydraulic tool circuit; shall be installed at the aerial platform and at the pedestal on the curbside. All fittings shall be Brunning dripless type. A mushroom switch shall be supplied to activate and deactivate the complete control station.
- 3.8.8.4 Control Location - Install Platform Controls on the front street side of work platform and Turret Controls on the front curbside of the turret.
- 3.8.8.5 Emergency Controls shall consist of a 12 Volt back up system controlled at platform and at base.
- 3.8.9 Outriggers/Stabilizers – One-(1) front mounted set of HD out and down; one-(1) rear mounted set "A" Frame type, behind the rear axle. Front outriggers must not extend beyond 144" or the width of a traffic lane. This equipment must be laid out to maintain 360° stability.
 - 3.8.9.1 Stabilizer Penetration must be a minimum of 6" below grade without use of extensions.
 - 3.8.9.2 Extensions – Four-(4); Extensions shall be pin-on type. Pads shall measure 10" square x ¼" T. Four-(4) Storage brackets shall be mounted for the best accessibility.
 - 3.8.9.3 Check Valves Outriggers/Stabilizers shall be equipped with integral holding valves.
- 3.8.10 Hydraulic System – Open Center
- 3.8.11 Mounting shall include a torque tube installation assembly. Pedestal and outriggers require maximum 36" mounting space combined.
- 3.8.12 Torsion Bars – **N/A**
- 3.8.13 Electrical Insulation Specifications – The fiberglass boom must be dielectrically tested and certified to meet the most recent ANSI A92.2 for category C, 46 KV and below.

3.8.14 Testing shall be performed on completed unit must be tested for stability according to the most recent ANSI A92.2 requirements, on a 5° ANSI approved pad.

3.9 RAILGEAR: N/A

3.10 WELDER/GENERATOR: – Miller model Trail Blazer 310D or approved equal

3.10.1 Engine – diesel spark arrestor muffler and exhaust scrubber for tunnel operation.

3.10.2 Mount – on front, top street side of line body. Secure unit through compartment, so that it can only be removed by compartment access; shall include twist lock plugs for easy removal.

3.10.3 Rating – 310 AMPS AC; 300 AMPS DC at 100% duty cycle

3.10.4 Receptacles – two-(2) 120VAC and one-(1) 240VAC at welder control panel. Install one-(1) 120VAC WP duplex gfi receptacle on the exterior front curbside of body and one-(1) 120VAC WP duplex gfi receptacle on the exterior rear curbside of body.

3.10.5 Equipment – cold weather starting aid, fuel gauge and an hour meter.

3.10.6 Fuel System – shall be tied into vehicle fuel system.

3.10.7 Welding Leads – include one hundred (100') of both welding cable and grounding cable with the proper HD connectors and ends. Cable shall store on a Hannay welding cable reel.

3.10.8 Mounting – Shall be installed on top of front horizontal outriggers and must be mounted on a HD roll-out tray; must be capable of being locked in the stowed position. Welder controls shall be accessible from the curbside.

3.11 HYDRAULIC SPECIFICATIONS: Must match Aerial requirements.

3.11.1 PTO/Pump – Hot-shift with over speed (matched to MD transmission) close coupled pump.

3.11.2 Hydraulic System shall be 2,000 psi; Aerial – 10 - 12 gpm.

3.11.3 Hydraulic Reservoir shall be a minimum of thirty-five-(35) gallon capacity, installed under curbside equipment; to include pressure and return line shut-off valves, pressure line strainer and return line filter, sight gauge, magnetic drain plug, and filler breather.

3.11.4 Hydraulic System circuits must include pressure protection and pressure reduction valves where necessary. All cylinders shall include counter-balance valves.

3.11.5 All Hoses shall be high-pressure wire braid reinforced, with minimum safety factor of 4 to

1. All hoses must be protected when routed across chassis frame, chassis cross members, equipment, or bodies with sharp or aggressive edges and openings. All hoses must be tied up and secured properly. All hoses must be covered with Kevlar sheathing. Sheathing must be secured properly to prevent bunching. Shroud all hoses that are routed close to the exhaust system.

3.11.6 Emergency Power Unit shall be installed in an enclosed vented compartment. Power unit shall supply hydraulic power to the aerial in the event of engine failure.

3.11.7 Hydraulic outlets – **Ref: 3.8.3.6**; shall supply 10 GPM at the platform and at the pedestal.

3.11.8 Hydraulic Generator shall be a Stanley model AL35 or approved equal, with built-in circuit breaker protection and volt meter. Unit shall operate on 7 to 9 GPM.

3.11.9 Output shall be 3500 Watts and shall include one-(1) 240VAC twist-lock receptacle and one-(1) 110VAC GFI Duplex receptacle.

3.11.9.1 Dimensions/Weight – Shall measure 19" L x 9" W x 9" H and weigh 70 lbs.

3.11.10 Hydraulic Oil shall be Dextron or approved equal.

3.12 LIGHTING AND ELECTRICAL:

3.12.1 All chassis and body lights shall be LED where possible, and shall meet FMVSS 108.

3.12.2 Brake and taillights shall be mounted outboard for best visibility when towing.

3.12.3 Strobe Light shall be a Whelan model 800DLAP or approved equal; install on front street side of body on steel tube stanchion; Strobe light must be low body mount (cab mounts are not acceptable). Locate for best viability.

3.12.4 Four-(4) Rectangular Strobe Lights shall be flush mounted Whelan model 52GB20AU or approved equal with amber lenses; two-(2) shall be mounted on rear bumper, one-(1) curbside and one-(1); and two-(2) shall be mounted on outside rear of crane body, one-(1) curbside and one-(1) street side.

3.12.5 Two-(2) Front Mounted Strobe Lights shall be Whelan model S220CC Hideaway amber strobe lights, installed in the front OEM parking lights; one-(1) curbside and one-(1) street side.

- 3.12.6 Install two-(2) Betts (or equal) floodlights on top rear of body; one-(1) curbside and one-(1) street side.
- 3.12.7 Underbody Lights shall be TST model LA200 Halogen, or approved equal; four-(4), two-(2) curbside and two-(2) street side. Shall be enclosed in stainless steel housing with Lexan lens. All connections must be sealed automotive type. Locate for best illumination.
- 3.12.8 Compartment lighting shall be American Lighting model MPRL12C or approved equal; 12-volt, $\frac{3}{8}$ " rope lighting. Each compartment shall have lighting around inside perimeter. Both curbside and street side compartments shall include individual pilot lighted switches (included on dash mounted switch panel).
- 3.12.9 Rear Vision System – Camera shall be a TST/RT model RTOC-100 or approved equal, mounted in a protected area in the rear channel of the body. Monitor shall be a TST/Rail Tek model RTLKM-600CS or approved equal, mounted on the cab dash for the best possible drivers' line-of-sight. All cables and wiring shall be routed through conduit. The main power switch shall be located on the Rail Tek control panel.
- 3.12.10 Wire Loom/Harness shall be a TST/RT6000C system or approved equal; shall be equipped with automotive type harness, fasteners and connectors. All holes for wire routing shall be grommeted. All connections must be soldered and sealed with shrink tube where possible.
- 3.12.11 Adhesive clips or securing devices are not acceptable. All electrical wiring under body shall be shielded from exhaust system and protected from damage during off road operation.
- 3.12.12 Control System shall be a RT-2009 PDS (Power Distribution System) will be the central distribution point for all auxiliary electrical device buss feeds, fuses, circuit breakers, and relays.
- 3.12.13 PDS shall consist of the following components:
- 3.12.14 Control Box shall be a RT-2010 switch panel control box mounted onto PDS base. Enclosure must be NEMA-4 rated with a clear view cover. Must have easy access for trouble shooting and diagnostics.
- 3.12.15 Power Connections – Central battery buss and ground stud.
- 3.12.16 Circuit Breaker Block shall be 10 way, for future use by **WMATA** for other electrical components.

- 3.12.17 Master Circuit Breaker shall be sized to protect the main PDS buss feed and shall be installed as close to the battery positive terminal as possible.
- 3.12.18 Main Ground Stud shall be wired directly to the chassis battery negative only. Frame grounding is not acceptable.
- 3.12.19 PDS shall be installed in a convenient location inside of the truck cab and shall be constructed with a quick release type cover to provide protection to installed components.
- 3.12.20 A complete auxiliary electrical system schematic shall be laminated and affixed to the inside of the PDS cover.
- 3.12.21 Switch Panel shall be a TST/RT-2010, 10 function panel or approved equal, illuminated switch panel, shall operate all lighting and auxiliary functions. All functions must be labeled clearly, identifying each individual function. Control Panel shall be shut off with ignition switch.
- 3.12.22 Switch Panel Configuration:
 - 3.12.22.1 Switch # 1 Amber Strobe Light
 - 3.12.22.2 Switch # 2 Compartment Lighting - Curbside
 - 3.12.22.3 Switch # 3 Compartment Lighting - Street side
 - 3.12.22.4 Switch # 4 Underbody Lights Curbside
 - 3.12.22.5 Switch # 5 Underbody Lights - Street side
 - 3.12.22.6 Switch # 6 Rear Mounted Floodlights
 - 3.12.22.7 Switch # 7 Body & Hide-a-Way Strobe Lights
 - 3.12.22.8 Switch # 8 Spare
 - 3.12.22.9 Switch # 9 Rear Vision System
 - 3.12.22.10 Switch # 10 Hot Shift PTO
 - 3.12.22.11 Electronic Backup Alarm automatically adjusts volume of alarm signal to ambient noise levels.

3.13 PAINT/COLOR: Metal components shall be prime painted and finish color painted both on the exterior and the interior. Gel coat on fiberglass shall match the cab.

3.13.1 Cab shall be OEM White

3.13.2 Body Exterior gel coat finish shall match cab, with a depth of .015 to .01 when cured to guard against scratches. A high gloss ISO/NPG gel coat shall be provided with UV barriers to guard against premature fading.

3.13.3 Body load space shall be covered with Gatorhyde, non-slip coating, or **WMATA** approved equal.

3.13.4 Primer coat – 1.2 mil thickness

3.13.5 Finish coat – 1.5 to 1.8 mil thickness

3.13.6 Body and Aerial Equipment – shall be OEM White to match cab, Imron or approved equal.

3.13.7 Below body line – gloss black, Imron or approved equal.

3.13.8 Tank painting - (for quick visual fluid ID)

3.13.9 Diesel Fuel - To be painted according to Federal Standard #595 with green # 14062.

3.13.10 Hydraulic Oil - To be painted according to Federal Standard #595 with blue # 15180.

3.13.11 Decals - Type of fluid shall be stenciled or decaled with 1 ½" letters on each tank in a conspicuous place using a contrasting color. Supply all operational and safety decals.

3.13.12 Conspicuity Tape shall be 3M or equal; 2" red and white. Install on rear of body and on bumper.

3.13.13 Rust proofing and Undercoating – Chassis shall be Standard OEM; Body – Rustproof/Undercoat underbody and all bare metal components below body line.

3.14 MANUALS:

3.14.1 Chassis: One-(1) operators per vehicle; and a total of two-(2) additional sets for Fleet dept. Total of two (2) repair and parts manuals for Fleet Dept.

3.14.2 Aerial Platform: One-(1) operators per vehicle; and a total of two-(2) additional sets for Fleet dept. Total of two-(2) repair and parts manuals for Fleet Dept.

3.14.3 Welder/ Generator: One-(1) operators per vehicle; and a total of two-(2) additional sets for Fleet dept. Total of two-(2) repair and parts manuals for Fleet Dept.

3.15 PRINTS:

3.15.1 Layout Supply one-(1) set with proposal (Ref. Item III G,

3.15.2 As Built Supply one-(1) set at delivery

3.15.3 Vehicle The overall height must be part of the layout print

3.15.4 Height Submitted with the bid package.

3.15.5 Obstruction Approach Angle: 34°

Brake over Angle: Approx. 23° under 200" WB;

15° over 200" WB

Departure Angle: 15°

Ground Clearance: Minimum 12"

3.15.6 Diagrams Include all electrical, hydraulic and operation schematics at time of delivery.

4.0 Inspection and Acceptance Testing

4.1.1 Acceptance

4.1.2 WMATA representatives may inspect the equipment at the manufacturing facility at any time during the manufacturing period. In addition, WMATA representatives shall perform onsite testing and acceptance at the manufacturing facility at key milestones of the manufacturing process and before delivery to WMATA.

4.1.3 Upon equipment delivery, the Offeror shall perform acceptance testing at WMATA. Acceptance test plans shall be submitted by the Offeror ten (10) working days prior to performing the test and approved by WMATA, prior to testing. As a minimum acceptance tests shall include.

- Braking Capability Verification
- Welder/Generator Capability Verification
- Hydraulic System Performance Check
- Radio Frequency & Power Test

- Vehicle Lighting Test
- Boom Operation Test
- System Clearance Checks (within the WMATA System)
- Outrigger Clearance Test

4.1.4 On Site WMATA Acceptance Start Date: 180 days after contract award

Acceptance Testing Location:

Washington Metropolitan Area Transit Authority

Carmen Turner Facility

3500 Pennsy Drive

Building F

Hyattsville, MD. 20785

4.1.5 Safety Certification

4.1.4.1 Requirements:

4.1.4.1.1 The Offeror shall offer a one (1) year warranty on all manufactured components of the Aerial (Boom Truck). Pre-Manufactured items installed on the Aerial (Boom Truck) will be covered by the OEM Manufacturers' warranties unless the warranty is less than one year.

4.1.4.1.2 The Offeror shall conduct a safety program, which ensures to the greatest extent possible, that the equipment delivered to WMATA are operationally safe and secure for passengers, employees, emergency responders, and the general public.

6.0 Warranty

6.1 The Offeror shall offer a one (1) year warranty on all manufactured components of the Aerial (Boom Truck). Pre-Manufactured items installed on the Aerial (Boom Truck) will be covered by the OEM manufacturers' warranties unless the warranty is less than one year.

6.2 Reliability and availability of this equipment is critical. The successful Offeror is required to provide short-notice on-site support when required, and to quickly provide unique parts, assemblies, and subassemblies throughout the equipment life cycle.

6.3 The Offeror shall comply with the warranty provisions, as stated in the Special Provisions, of this Contract document.

- 6.4 Transmission Provide 60 months/150,000 miles extended warranty on truck transmission.
- 6.5 Engine Provide Manufacturers extended warranty; 72-month/100,000 mile (0-dollar deductible) on truck engine
- 6.6 Towing 12 month OEM (0-dollar deductible)
- 6.7 Activation All warranty coverage to be activated on delivery to WMATA.

7.1 Training

All scheduled WMATA training will be coordinated through- Operations Training Branch (OPRS TRNG). No courses will be permitted to start without approved training materials in sufficient quantities to conduct instruction.

Offeror will be responsible for:

A) Minimum sixteen (16) classes, Eight (8) hours per day; eight-(8) for operators and eight-(8) for maintenance on proposed vehicle. Training shall be performed between 11:00 PM to 6:00 PM. Training materials will be sufficient to support continued in-house WMATA training. Training shall cover safe operation of the Chassis, Aerial Platform and Welder/Generator. The minimum number of employees to be trained shall be 20 for operation training and 20 for maintenance training. All training shall be performed at:

**Washington Metropolitan Area Transit Authority
Carmen Turner Facility
3500 Pennsy Drive
Building F
Hyattsville, MD. 20785**

B) Training will include the following:

- I. **Operations training** will be tailored specifically to **WMATA** equipment, and designed to teach the day - to day operation of all equipment. The training will be sufficient to bring personnel to a level of operating proficiency such that instructional support is not needed.

- II. **Maintenance training** should be tailored to provide knowledge and skills required to maintain all item(s) delivered under the contract. Maintenance training will be subdivided into two major levels. They are:

System Level Maintenance Training, covering:

- (1) Operation of the system and its major components.
- (2) System configuration
- (3) Preventative maintenance, consisting of written procedures and schedules for the periodic maintenance of all equipment.
- (4) Written and validated inspection procedures and a system - level troubleshooting guide (to the lowest field - replaceable unit).

Shop Level Maintenance Training, covering:

- (1) Operation to module, board, and /or device level.
- (2) Component level troubleshooting and component replacement.
- (3) Testing and alignment procedures of repaired units.

- III. **REQUIRED SUBMITTALS:** Operations Training Branch (OPRS TRNG) requires the following non-copyrighted course materials to be delivered by the successful firm upon approval of required proposed training plan. These materials should meet the following specifications:

- 1) **Training Plan**-containing the data necessary to begin scheduling instruction. The plan must be submitted to TRNG ten days after Notice to Proceed (NTP). The plan shall include time line that ensures that all deliverables are approved and training is offered prior to the vehicle being placed into service.
 - A) List of courses and their duration
 - B) Recommended class size
 - C) Operators shall receive a "Certificate of Completion" on the satisfactory completion of the training.
- 2) **Instructor's Guide**- to contain all the information and direction necessary for the instructor to make an effective presentation. It shall include adequate guidelines to conduct a comprehensive training program. Individual lessons within the course will be organized as separate blocks (or modules) which may be taught as a unit. In some instances, the same standard operating procedures could be used for train operators, transportation supervisors, and central control supervisors. The Instructor's Guide should contain, at a minimum:

Program Overview

- I. A statement of overall program goals
 - II. Lessons plans (a session by session outline containing the following):
 - (a) Student learning objectives, stated in measurable terms
 - (b) Overview of each lesson
 - (c) Suggested instructional methods/learning activities
 - (d) Required equipment and /or resources
 - (e) Required time for each topic, lesson and course
- 3) **Evaluation device(s)** (written and /or practical tests) - designed to measure the extent which students have met learning objectives, with an answer key for each test developed. Tests should use a multiple choice format, and have been validated in a pilot course or by some other means agreed to by (Operations) OPRS. Whenever possible, a practical hands-on test shall be developed to demonstrate the transference of operational/mechanical skills.
- 4) **Student Manual-** to include all materials for the student to interact in the learning situation. It shall contain, at a minimum:
- A) Program overview/introduction**
 - B) Statement of overall program goals**
 - C) Learning objectives**, stated in measurable terms that specifically describe desired behaviors or knowledge to be gained.
 - D) Prose treatment** (not outline format) fully developed content presentation, developed in the same modular format as the Instructor's Guide.
 - E) Illustrations, charts, graphics**, and duplication of each visual aid used during course presentation in order to enhance content presentation and provide a course reference.
 - F) Problems/questions** related to lesson content, as appropriate.
- 5) **Audio-visual aids-** (handouts, transparencies, slides, films, and computer presentations). Visual aids are required for each circuit or wiring diagram and all activities not demonstrable in the classroom.
- 6) **Supplemental materials-**A functional mockup, or a functional representation, is required of any equipment which requires theoretical discussion. This may be in the form of an animated schematic, a model of the equipment, an actual device, an interactive video training device, or a TRNG - approved substitute. All mock-ups become the property of **WMATA**.

- 7) **Number of Copies**- The successful firm shall deliver final copies to **WMATA** as follows:
- A) One complete set of training materials in a specified electronic format or camera ready copy.
 - B) Five copies of all student and instructor materials, to be used for archival purpose in the OPER Technical Document Center (TDC).
 - C) A set of complete student materials for each participant enrolled in training classes.
- 8) The successful firm must supply parts and ID numbers for all belts, filters and standard maintenance replaceable components for the complete vehicle.
- 9) All manuals must be delivered to the Maintenance Shop. Manuals shall be on CD-ROM, if available.
- 10) The successful firm must furnish four (4) complete sets of tested keys for the vehicle.

8.0 Delivery Schedule

180 days after receipt of order.

All Vehicles and Manuals must be delivered to the following address:

Alan G. Cecil Jr.
Fleet Manager
Service Vehicles & Equipment
Washington Metropolitan Area Transit Authority
3500 Pennsy Drive
Building F, Rm. 109
Hyattsville, MD. 20785
Office: (301) 618-7572
Fax: (301) 955-4100
agcecil@wmata.com

NOTE: ALL VEHICLES MUST BE DELIVERED BETWEEN THE HOURS OF 6:00 AM AND 1:00 PM WITH A 24 HOUR NOTICE PRIOR TO DELIVERY.

9.0 Appendices

COMBINED GLOSSARY OF DEFINITIONS

As used throughout this Contract, except to the extent otherwise expressly specified, the following terms shall have the meanings set forth below:

Acceptance: Acknowledgment by the Authority that the supplies, services, or other work conform to the applicable contract requirements.

Acceptance Period: The number of days available to the Authority to award a Contract pursuant to this solicitation, during which period Offerors may not withdraw their offers.

Amendment: Written instructions issued prior to the date set for receipt of proposals or Best and Final Offers to clarify, revise, add or delete requirements of the Request for Proposals.

Approved equal: An item approved by WMATA as equivalent to a brand name item originally specified.

Authority or WMATA or Metro: The Washington Metropolitan Area Transit Authority, created effective February 20, 1967, by Interstate Compact by and between Maryland, Virginia and the District of Columbia pursuant to Public Law 89-774, approved November 6, 1966.

Best and Final Offers: A revision to the initial proposal submitted at the Contracting Officer's request, generally following discussions, upon review of which the Authority will render a determination as to the successful offeror for purposes of Contract award.

Board of Directors: The Board of Directors of the Washington Metropolitan Area Transit Authority.

Brand name: Identification of an item that is produced or controlled by one or more entities, including trademarks, manufacturer names, or model names or numbers that are associated with a manufacturer.

Breach: An unexcused and unjustifiable failure or refusal of a party to satisfy one or terms of the Contract which, if material, shall constitute a basis for potential default.

Change or Change Order: A written alteration issued, upon agreement of both parties or unilaterally by the Authority, to modify or amend the Contract, generally directing changes to the Scope of Work and/or Contract terms.

Claim: A written demand or assertion by the Contractor seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms, or other relief, arising under or relating to this Contract.

Clarifications: Exchanges between the Authority and one or more Offerors of a limited nature, whereby Offerors may be given the opportunity to clarify certain aspects of their proposals or to resolve minor irregularities, informalities or clerical errors.

Competitive Range: Those initial proposals that are determined by the Authority to have a reasonable chance of being selected for award and that may be selected for additional negotiations or discussions to the extent deemed appropriate by the Contracting Officer. Proposals not in the competitive range are given no further consideration. For low price, technically acceptable awards, "competitive range" means all proposals that are technically acceptable.

Constructive Change: An act or omission by the Authority that, although not identified as a Change Order, does in fact cause a change to the Contract.

Contract or Agreement: The written agreement executed between the Authority and the Contractor awarded pursuant to this Solicitation.

Contract Administrator: the Authority's representative designated to serve as its primary point of contact for pre-award activities relating to the solicitation as well as such post-award activities as are set forth in this Contract.

Contracting Officer: An employee with authority duly delegated from the powers of the Chief Procurement Officer to legally bind the Authority by signing a Contractual instrument. The Contracting Officer is the Authority's primary point of contact for pre-award administration, modifications above the limits of the Contracting Officer's Representative, and final settlement.

Contracting Officer Representative: The person to whom the Contracting Officer delegates the authority and responsibility for post award administration of the Contract. The Contracting Officer's Representative is the Authority's primary point of contact with its Contractor.

Contractor: The individual, partnership, firm, corporation, or other business entity that is contractually obligated to the Authority to furnish, through itself or others, the supplies, services and/or construction services described in this Contract, including all incidentals that are necessary to complete the work in accordance with this Contract.

Contract Price: The amount payable to the Contractor under the terms and conditions of this Contract based on lump sum prices, unit prices, fixed prices, or combination thereof, with any adjustments made in accordance with this Contract.

Data: Recorded information, regardless of form or the media on which it may be recorded, including technical data and computer software.

Day: Calendar day, except where the term business day, work day or like term is used.

Designer: The individual, partnership, firm, corporation or other business entity that is either the Contractor, or employed or retained by the Contractor, to manage and perform the design services for this Contract.

Disadvantaged Business Enterprise (DBE): A for-profit small business concern that has been certified by the Authority to be at least fifty-one percent (51%) owned by one (1) or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one (1) or more individuals, and whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it.

Descriptive literature: Information provided by an offeror, such as cuts, illustrations, drawings, and brochures that shows a product's characteristics or construction of a product or explains its operation. The term includes only that information needed to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

Directed, ordered, designated, prescribed or words of like importance: Shall be understood that the direction, requirement, order, designation or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory or words of like import shall mean approved by, or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

Discussions: Negotiations or exchanges relating to the solicitation between an offeror and the Authority that may occur after receipt of proposals (generally after establishment of the competitive

range) and before award, that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal or to be followed by the Contracting Officer's request for receipt of Best and Final Offers (BAFOs).

Evaluation Criteria: Those factors to be considered by the Authority, in determining the successful proposal.

Explanation: Additional information or clarification provided by an Authority representative to one (1) or more prospective Offerors in response to an inquiry relating to the solicitation, that will be binding upon the Authority, only to the extent specified in this Contract.

Equivalent: Of equal or better quality and/or performance to that specified in this Contract as determined by the Authority.

Final Acceptance: Final acceptance of the work occurs when the work is fully, completely, and finally accomplished in strict compliance with the Contract to the satisfaction of the Authority.

Final Payment: The last payment to the Contractor for work performed under this Contract.

Force Majeure: An unforeseen event or circumstance, beyond the control of, and not occasioned by the fault or neglect of, the Contractor or the Authority, that gives rise to a delay in the progress or completion of the Contract, including, without limitation, acts of God, acts of war or insurrection, unusually severe weather, fires, floods, strikes, freight embargoes or other events or circumstances of like nature.

FTA: Federal Transit Administration, an agency within the United States Department of Transportation that provides financial and technical assistance to local public transit agencies.

Government: The Government of the United States of America.

Industry Standards: Drawings, documents, and specifications or portions thereof published by industry organizations. Industry Standards are not part of the Contract unless specifically listed in the Statement of Work.

Legal Requirements: All Federal, State and local laws, ordinances, rules, orders, decrees, and regulatory requirements such as: building codes, mechanical codes, electrical codes, fire codes, Americans with Disabilities Act Accessibility Guidelines (ADAAG), and other regulations of any government or quasi-government entity that are applicable to this Contract.

Milestone: A specified date in this Contract by which the Contractor is required to complete a designated portion or segment of the work.

Minor Irregularity: A variation from the solicitation contained in a proposal that does not affect the price or other material term of the Contract and does not confer a competitive advantage or benefit not enjoyed by other Offerors or adversely impact the Authority's interests.

Notice to Proceed: Written notice issued by the Authority establishing the date on which the Contractor may commence work and directing the Contractor to proceed with all or a portion of the work.

Offeror: A party submitting a proposal in response to this solicitation.

Option: A unilateral right in the Contract by which, for a specified time, the Authority may elect to purchase, at a predetermined price, additional supplies, services and/or work called for by the Contract or to extend the term of the Contract.

Organizational conflict of interest: A circumstance in which, because of other activities or relationships, a person, corporation or other business entity is unable or potentially unable to render impartial assistance or advice to the Authority, or its objectivity in performing the Contract is or might be otherwise impaired, or it has an unfair competitive advantage.

Period of Performance: The time allotted in this Contract for completion of the work. The period of performance begins upon the effective date of Contract execution and ends on the last date for complete performance of the final option. The period of performance incorporates the milestones established for the Contract.

Pre-award Survey: An evaluation of a prospective Contractor's capability to perform a proposed Contract, including an assessment of matters relating to its responsibility.

Product Data: Information furnished by the Contractor to describe materials used for some portion of the work, such as written or printed descriptions, illustrations, standard schedules, performance charts, instructions, brochures, and diagrams.

Proposal: A submission by an offeror to the solicitation that, if accepted by the Authority, would bind the offeror to perform the resultant Contract.

Records: Books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

Revision: A change to a proposal made by an offeror, at the request of or as allowed by the Contract Administrator or Contracting Officer, often as a result of discussions. Best and Final Offers are one form of revision.

Safety Sensitive: FTA regulations at 49 C.F.R. § 655.4 define "safety sensitive functions" as any of the following duties when performed by WMATA as a grant recipient, or any of its contractors: (a) Operating a revenue service vehicle, including when it is not in revenue service; (b) Operating a nonrevenue service vehicle, when required to be operated by the holder of a commercial driver's license (CDL); (c) Controlling dispatch or movement of a revenue service vehicle; (d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; and (e) Carrying a firearm for security purposes. WMATA's definition of safety sensitive functions extends beyond FTA's requirements and includes (f) Employees and contractors who maintain escalators and elevators (including repairs, overhauls and rebuilding) and (g) Station managers.

Services: The performance of work by a person or legal entity under contract with the Authority, including without limitation: maintenance; overhaul; repair; servicing; rehabilitation; salvage; modernization or modification of supplies, systems or equipment; routing, recurring maintenance of real property; housekeeping; operation of Authority-owned equipment, facilities and systems; communication services; Architect-Engineering services; professional and consulting services; and transportation and related services.

Small Business Enterprise Set-Aside: Competitive procurement(s), less than \$500,000, exclusively for SBE certified bidders/proposers.

Supplies: The end item(s) required to be furnished by the Contractor in fulfillment of its obligation under this Contract as well as any and all related services and required performance.

Statement of Work (SOW): The portion of this Contract or Request for Proposals that describes specifically what is to be done by the Contractor. It may include specifications, performance

outcomes, dates and time of performance, quality requirements, etc.

Solicitation: This Request for Proposals (RFP).

Shop Drawings: Fabrication, erection, layout, setting, schematic, and installation drawings that the Contractor prepared for permanent structures, equipment, and systems that it designed to comply with this Contract.

Similar: Generally the same, but not necessarily identical. Details will be worked out regarding location and relation to other parts of the work.

Site: The areas that are occupied by or used by the Contractor and subcontractors during performance of this Contract.

Small Business Enterprise (SBE): A for profit small business concern that has been certified by the Authority to be at least fifty-one percent (51%) owned by one (1) or more individuals who are economically disadvantaged.

Small Business & Local Preference Program: Board mandated small business contracting program for WMATA funded contracts with firm(s) located in the District of Columbia, Maryland or Virginia.

Subcontract: An agreement between the Contractor and another party, or between other subcontractors at any tier, to perform a portion of this Contract through the acquisition of specified supplies, materials, equipment or services.

Subcontractor: An individual, firm, partnership, or corporation that has a contractual obligation with the Contractor or other subcontractors or suppliers.

Submittal: Written or graphic document or samples prepared for the work by the Contractor or a subcontractor or supplier and submitted to the Authority by the Contractor, including shop drawings, product data, samples, certificates, schedules of material, or other data.

Substantial Completion: Work or a portion thereof that has progressed to the point where it is sufficiently complete in accordance with the Contract (including receipt of test and inspection reports) so that it can be utilized for the purpose for which it is intended, and only incidental work remains for physical completion in accordance with the Contract.

Substitution: An item offered by the Contractor of significant difference in material, equipment, or configuration, which functionally meets the requirements of the Contract, but is submitted in lieu of item specified therein.

Supplier: A subcontractor who is a manufacturer, fabricator, supplier, distributor, or vendor.

Utility: A public and/or private facility or installation, other than WMATA's facility, that relates to (1) the conveyance and supply of water, sewage, gas, chemicals, steam, petroleum products, and other piped installations, or (2) electrical energy, telephone, radio, television, and cellular or wireless communications.

Utility Standards: Drawings and specifications for utilities published or issued by municipalities or utility companies.

WMATA Safety Manual: A compilation of the appropriate safety and reporting requirements for the project as specified in the Contract.

WMATA Safety and Security Certification Program Plan: A compilation of the appropriate system safety and security certification requirements for the Contract.

Work: All of the services of any kind, as well as any and all goods, supplies, equipment, labor, and material, of any type and nature to be furnished and/or performed pursuant to a Contract such as to accomplish the Contract's stated objectives in a timely and fully satisfactory manner.