



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Request For Proposals (Non-Federal)

Cinder Bed Road Bus Operations & Maintenance

**Sherry A. Caison, Contract Administrator
Daniel G. Smith, Contracting Officer**

RFP No: CQ18068

November 16, 2017

INTRODUCTORY INFORMATION

SOLICITATION CERTIFICATIONS PAGE

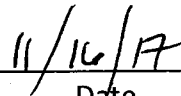
CQ18068

CINDER BED ROAD BUS OPERATIONS AND MAINTENANCE


APPROVED FOR RELEASE



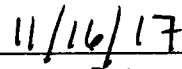
Project Manager/Office Designee



Date



Contracting Officer



Date

November 17, 2017

SUBJECT: RFP No. CQ18068 – Cinder Bed Road Bus Operations & Maintenance

Dear Sir/Madam:

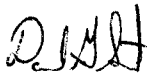
The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified contractor to provide operations and maintenance of Metrobus service operating from WMATA's Cinder Bed facility.

If you have any technical, contractual, or administrative questions, please e-mail them to Sherry A. Caison, scaison@wmata.com no later than Close of Business, December 1, 2017. 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 emailed to all offerors to acknowledgement receipt. All informative information/exhibits can be found at www.wmata.com/cinderbedoandm to assist you in your preparation of this solicitation.

A Pre-Proposal Conference and Site Visit will be held at 10:00 AM on December 7, 2017, at 7901 Cinder Bed Road, Lorton, Virginia 22079.

Your proposal must be received with all required submittals as stated in the RFP, no later than **2:00PM, January 17, 2018** at WMATA, Office of Procurement and Materials, 600 Fifth Street, NW, Room 3C-02, Washington, DC 20001-2651.

Sincerely,



Daniel G. Smith
Contracting Officer

Office of Procurement and Materials

RFP: CQ18068 CINDER BED ROAD BUS OPERATIONS AND MAINTENANCE

CONTRACT ADMINISTRATOR: SHERRY A. CAISON

SCAISON@WMATA.COM

202-962-1344

RESPONSE COVER PAGE AND CHECKLIST

Contractors must complete and submit this form as the cover page of the RFP response. Contractors must respond to all questions in each PART and include all Required Forms and Attachments.

CHECKLIST

<input type="checkbox"/>	Executive Summary	<input type="checkbox"/>	Pre-Award Data
<input type="checkbox"/>	Proposal Solution - Qualifications and Experience	<input type="checkbox"/>	Insurance Certificates and Endorsements
<input type="checkbox"/>	Acknowledgement of Addenda	<input type="checkbox"/>	Representations and Certifications
<input type="checkbox"/>	CDRL's 0001 thru 0043 (Per Schedule)	<input type="checkbox"/>	Cost Proposal
<input type="checkbox"/>	Signed Solicitation, Offer & Award (Price Schedule)	<input type="checkbox"/>	Past Performance - References

SUBMITTALS

Receipt Confirmation (Please return within five business days of receipt of RFP Package Technical Letter of Intent/ No Intent
Proposal – Technical, Contractual & Pricing
CDRL Plans & Reports (See Schedule)
Solicitation, Offer and Award
Signed Price Schedule
Representation and Certifications
Signed Acknowledgment of Addenda/Amendments
Pre Award Data
Risk/Insurance Certifications
Reference Forms
Question Form, if applicable

By signing below, Contractor acknowledges that (1) it has carefully examined the entire RFP and understands all instructions, requirements, specifications, terms and conditions; (2) all information submitted in response to the RFP is current, accurate, and complete.

Date

Company Name

Authorized Company Representative (Printed)

Authorized Company Representative (Signature)

Email Address

Telephone

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1.1 Introduction

Washington Metropolitan Transportation Authority (“WMATA”) is pleased to invite you to participate as an offeror in this RFP process. WMATA is soliciting proposals for the multi-year operation and maintenance of Metrobus service operating from WMATA’s Cinder Bed Facility from selected firms believed to have the experience, capabilities and capacity to satisfy WMATA’s objectives and requirements. This RFP provides descriptive information about WMATA and the services it desires, and instructions for recipients’ preparation and submission of proposals to provide the services.

We thank you in advance for your participation and hard work throughout this RFP process. To be in a competitive position, you will need to follow these instructions closely and in good faith. You will submit a competitive proposal in three separate parts. One part shall be your technical proposal, Contractual terms and conditions and your price proposal. Your technical proposal must not discuss price.

Please read the submission requirements carefully. You should contact the RFP Primary Contact identified in Section 5.1 below if you have any questions concerning these instructions.

1.2 Certain Defined Terms

As used in this RFP:

- (a) **“Contractor”** (whether or not capitalized) means a recipient of this RFP.
- (b) **“Operating Environment”** means, collectively, WMATA’s operations that will be involved in Contractor’s provision of Services.
- (c) **“Proposal”** means a Contractor’s offer to provide the Services requested in this RFP.
- (d) **“Scope of Work”** means the Contractor’s complete and integrated response to WMATA’s request for Services to be performed and delivered by Contractor and the interface of those Contractor Services with any dependent or related functions for which WMATA (or a third-party service provider to WMATA) will retain responsibility.
- (e) **“Service Component”** means each individual Service comprising the Services, as listed and described in Section 1.5 and as further described in the Scope of Work.

- (f) **“Services”** or **“Work”** means, collectively, all services, work and other functions to be provided or carried out by Contractor, as contemplated by this RFP.
- (g) **“Solution”** means the full scope of the Contractor’s proposal with which Contractor proposes to provide the Services.

1.3 WMATA at a Glance

WMATA was created by an interstate compact in 1967 to plan, develop, build, finance, and operate a balanced regional transportation system in the national capital area. WMATA began building its rail system in 1969, acquired four regional bus systems in 1973, and began operating the first phase of Metrorail in 1976. Metrorail and Metrobus serve a population of approximately 4 million within a 1,500-square mile jurisdiction. Metrobus serves the national capital area seven days a week with 1,500 buses. Additional information about WMATA is available at <https://www.wmata.com/>.

1.4 WMATA’s Over-arching Business Objectives for the Services

WMATA desires to partner with a private entity to safely and efficiently operate and maintain its new Cinder Bed Road Bus Operations and Maintenance Facility (“Facility”), including all associated infrastructure and bus routes while maintaining a system-wide best customer satisfaction rating.

The Contractor will manage and operate fixed-route bus service; appropriately maintain a WMATA owned fleet of vehicles in compliance with Applicable Laws, WMATA requirements, policies, and vendor specifications and standards, to ensure the fleet operates according to the schedules established by WMATA. The Contractor shall also provide, operate, and maintain all equipment and vehicles necessary for operations and maintenance support and supply an appropriately trained workforce. An Option is provided for the Contractor to also manage and maintain the Facility (see Section 8 of Schedule A1). WMATA also seeks Contractor proposed options that suggest ways to improve the value of the engagement by departing from WMATA’s stated operational and administrative constraints or stated requirements.

The Contractor must provide safe, clean, reliable, customer-oriented, accessible and professional public transportation services as described herein. The fixed-route transit service provided must be of not less than equal in quality to the service provided by WMATA and at all times meet or exceed the Key Performance Indicators (KPIs) set forth in Section 6 of Schedule A1). Accordingly, the

Contractor must adhere strictly to acceptable performance standards as determined by WMATA.

The Contractor must work in partnership with WMATA and must develop and maintain positive and constructive working relationships with WMATA customers, state and local governments, schools and businesses, members of the community, WMATA taxpayers, and WMATA personnel and its contractors.

The Contractor must furnish all resources (personnel, equipment, support vehicles, facility improvements, etc.) required to provide the Services required by this RFP and/or the final Contract with WMATA.

1.5 Scope of Services/Work

The Service Components comprising the contemplated Services are set forth as Schedule A1. Schedule A1 also includes WMATA's proposed allocation of functional responsibility for the processes comprising each Service Component, as among Contractor, WMATA, and other third-party service providers, as applicable.

1.6 RFP Structure

The remainder of this RFP is structured as follows:

Section 2 contains a description of WMATA's current state (As-Is) operations relevant to the Services;

Section 3 contains a description of WMATA's vision for the future state (To-Be) operations relevant to the Services – *i.e.*, WMATA's high-level statement of what it is seeking from Contractor;

Section 4 contains information on the desired form and substance of Contractor Proposals;

Section 5 contains a description of the Proposal process and instructions;

Section 6 contains a list of the Proposal templates or documents Contractor is required to return as part of its Proposal

Section 7 contains a glossary of terms used in this RFP; and

Section 8 contains a list of the Schedules and Exhibits to this RFP (some of which are located on WMATA's FTP site), which provide information intended to inform

Contractors' understanding of the scope and nature of the Services desired by WMATA.

2. CURRENT STATE (AS-IS) OPERATIONS

2.1 WMATA's Sponsoring Business Unit

WMATA's Department of Bus Service (BUSV) is the sponsoring business unit for this service. BUSV is led by an assistant general manager, and has directors for Bus Maintenance (BMNT), Bus Planning (BPLN), Bus Engineering (BENG), and Bus Transportation (BTRA). The other interfacing divisions include Procurement, Warehouse and Parts, IT Support, Plant maintenance, Safety, Security, Customer Service, Performance reporting, and subcontractors who perform maintenance and repairs of various bus systems.

2.2 Services Currently Provided

This RFP is for bus operations and maintenance at the Cinder Bed Road Division. The Cinder Bed Road Division provides service primarily in Northern Virginia. Major activity centers within the service area include but are not limited to Annapandale, Crystal City, Falls Church, Fairfax, Mount Vernon, Old Town Alexandria, Ronald Reagan Washington National Airport, and Vienna. Exhibit A (Cinder Bed Road Division), describes the services currently performed or received by WMATA that are analogous to the Services for which this RFP is being issued, including a description of the platform(s), delivery model(s), and other pertinent details.

2.3 Current Operating Environment

WMATA's Metrobus service provides in excess of 400,000 passenger trips each weekday. Metrobus has a fleet of over 1,500 buses and serves over 11,500 bus stops on 325 routes located throughout the District of Columbia, Virginia, and Maryland. The Northern Virginia routes which be assigned to the Cinder Bed Road Division are currently serviced by two other WMATA divisions. Those routes combine for an estimated 129,599 annual revenue hours over 17 routes and provide on average approximately 10,000 weekday passenger trips. The details of the routes, service hours, and anticipated vehicle requires can be found in Exhibit A (Cinder Bed Road Division). The current bus routes and schedules are published and can be accessed through WMATA's website at www.wmata.com.

Metrobus operating facilities include the Bladensburg, Northern, Shepherd Parkway, and Western divisions in the District of Columbia; the Andrews Federal Center (future), Landover, and Montgomery divisions in Maryland; and the Cinder Bed Road (future), Four Mile Run, and West Ox divisions in Virginia. WMATA's centralized Bus Operations Communication Center (BOCC) is located at the Carmen Turner Facility in Landover, Maryland.

WMATA is a data driven organization and measures its services set annually for various metrics. Each metrics is tracked and corrective action taken for continuous improvements in the customer service.

Planned Schedule Changes

As further described in Schedule A1, WMATA makes planned schedules changes at least twice a year. This is generally done in June and in December. However, WMATA may adjust timing or frequency of planned schedule changes due to dynamic nature of operational and community needs.

Such planned schedule changes may include changes in days and/or hours of operation, changes in Routes or their variations, time tables, headways, or even addition or deletion of Routes.

WMATA's Planning Department broadly finalizes needed changes in consultation with local communities about three months ahead of planned schedule change date, before beginning to generate revenue trips with trip times in the system and initiating the rest of the scheduling related processes.

Scheduled revenue hours and revenue miles are determined by WMATA. The estimated revenue miles and hours are provided in Exhibit A – Cinder Bed Road Division.

Service Days and Hours

Most Routes operate during peak-times on Weekdays only, approximately from 5 AM to 9 AM, and then 3 PM to 8 PM.

Route 29K, 29N and REX also operate middays and evenings, with a total service span between 5 AM and 12:30 AM. Transportation Association of Greater Springfield (TAGS) in Northern Virginia operates approximately between 6 am and 8 PM Weekdays.

Route 29K, 29N and REX, operate on Saturday and Sundays also. Nevertheless, in the future, WMATA may choose, at its discretion, to operate from Cinder Bed on

Saturday/Sunday, and to include some of the Routes operating out of other divisions during Weekdays.

Full details are available in public domain at WMATA's website www.wmata.com and may be downloaded from the WMATA's FTP site.

2.4 Key Information

All the documents used as references and Exhibits in Schedule A1 necessary for the Contractor to develop the maintenance, operations, safety, training, IT and other plans to be submitted with the RFP can be found at the WMATA FTP site.

More specifically, the Exhibits referenced in Schedule A1 (available on WMATA's FTP site for access and review) are listed below. This key information is meant to aid Contractors in preparing their Proposals. These documents are provided for information only – they do not need to be responded to or included in Contractors' Proposals, but are important as they will be incorporated by reference into the Statement of Work to the Contract:

Exhibit A - Cinder Bed Road Division

Exhibit B – System Safety Program

Exhibit C – Guide to Determining Preventable Accidents

Exhibit D - BOCC Controller and Division Dispatch Responsibilities

Exhibit E – Pre-Trip Bus Condition Card

Exhibit F - Approved Fare Tariffs

Exhibit G – Bus Maintenance SOPs

Exhibit H – Preventive and Corrective Maintenance Program and

Exhibit I – PM Fluid Lubrication Chart

Exhibit J – Field Supervisor Training

Exhibit K – IT Security Standard and Guidelines

Exhibit L – Lost and Found Policy

Exhibit M – Cinder Bed Facilities Equipment Schedule

Exhibit N – LEED Building Operations and Maintenance Requirements

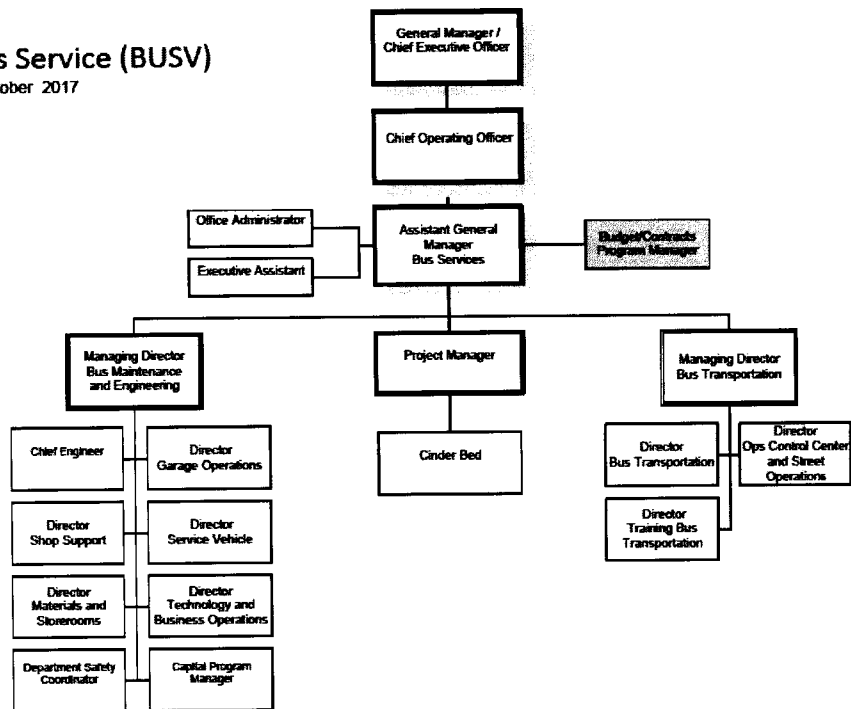
Exhibit O – Bus Operator Candidate Orientation

2.5 Service Management

BUSV will have oversight and management responsibilities for the Cinder Bed division. Overall contract management will be the responsibility of the Bus Services Project Manager with input from the Managing Directors of Bus Maintenance and Engineering and Bus Transportation through their representatives. The BUSV organization chart is provided below.

The Cinder Bed division will interact with and be supported by other offices and departments within WMATA, including the following under the Chief Operating Officer: Metro Transit Police and the Office of Budget, Performance and Planning. The Contractor will also interface with and be supported by the Department of Information Technology, which is part of WMATA's Internal Business Operations; Customer Service, Communications and Marketing in the Office of External Relations; the Treasury Department's Revenue Operations group, which is under the Department of the Chief Financial Officer; as well as the Department of Safety and Environmental Management.

WMATA Bus Service (BUSV) October 2017



3. FUTURE STATE (TO-BE) OPERATIONS

This Section provides a high-level description of what WMATA is looking for with respect to Contractors' Solution and Services. It includes WMATA's vision of the framework for the future state Solution, additional information about the business objectives and outcomes it hopes to achieve, the requirements Contractor's Solution and Services must satisfy and the constraints under which they must operate, WMATA's desired business terms, and WMATA's view of the Service mobilization and start-up process ("Transition").

3.1 Future State Vision

WMATA is seeking a single contractor to provide quality service that is transparent to the passengers and the public. The Contractor must provide service at the levels, or exceed the goals set by WMATA for various matrices. The Contractor shall demonstrate creativity in implementing WMATA standards to deliver its services and help reduce WMATA's operating and maintenance costs. The Contractor can leverage its technology solutions and skilled resources in meeting the goal of a safe, reliable and clean service.

WMATA requires a seamless integration of the Contractor's systems with WMATA's existing infrastructure, core divisions, bus fleet and IT systems to. The roles and responsibilities of WMATA and the Contractor are noted in each section of Schedule A1 in order to provide a comprehensive understanding of the contemplated scope of work. WMATA's project management team will collaborate with the Contractor in delivering quality service that meets WMATA's goals of providing a safe, reliable, and clean service. The Contractor will manage and operate fixed-route bus service in compliance with all applicable FTA, DOT, State, Local, and WMATA laws, rules, and regulations and bus manufacturer's specifications and standards; and provide, operate, and maintain all non-revenue vehicles necessary for operations and maintenance support. The Contractor must also provide an appropriately trained workforce to maintain and operate the Revenue Vehicles in Revenue Service over the routes and according to the schedules established by WMATA.

3.2 WMATA Requirements, Constraints and Objectives

Schedule A1 provides WMATA's requirements, constraints and objectives applicable to Contractors' Solution and Services in a form of a Statement of Work. The Exhibits for Schedule A1, which can be found at the project FTP site, provide the details for minimum standards and goals to be met by the Contractor as well as additional volumetric information.

3.3 Mobilization and Start-Up

The Contractor shall develop a phased Mobilization and Start-Up Plan that includes a mobilization schedule and plan to implement the transition of facilities, vehicles, and equipment necessary to perform the Scope of Work under the Contract. The schedule and plan will include a detailed startup task list to ensure service is initiated according to the date determined by WMATA. The startup plan and schedule shall include, but not be limited to: moving into the Cinder Bed facility; provision of any equipment not provided by WMATA (including non-revenue vehicles); transition of revenue vehicles from WMATA; recruitment, hiring and training of all staff; maintenance facility setup; trip assignments; and start of service.

The Mobilization and Start-Up Plan will include the following joint inventories and assessments which must be completed by the Contractor prior to starting revenue service:

- A. Initial Material Inventory – The Contractor shall provide an inventory of all spare parts, fuel, lubricants, supplies, and etc. that it has procured and stocked to support revenue operations and equipment.
- B. Initial Rolling Stock Inventory and Condition Assessment – WMATA and the Contractor shall jointly review and approve an inventory and condition assessment of all rolling stock provided by WMATA.
- C. Initial Maintenance Facility Inventory and Condition Assessment – WMATA and the Contractor shall jointly review and approve an inventory and condition assessment of the Cinder Bed Maintenance Facility.
- D. Initial Support Equipment Inventory and Condition Assessment – WMATA and the Contractor shall jointly review and approve an inventory and condition assessment of all support equipment provided by WMATA or procured by the Contractor to support revenue service operations and equipment.

An initial Mobilization and Start-Up Plan will be provided as part of Contractor's response to this RFP. The Mobilization and Start-Up Plan will be delivered to WMATA no later than 14 days following notice to proceed. The mobilization schedule will comply with the Milestones listed below. Throughout the mobilization there shall be reviews by Contractor with WMATA and Contractor's passage of each milestone shall be subject to WMATA's approval. Prior to commencement of the Services, Contractor shall perform a full operational readiness review (ORR) to demonstrate to WMATA's reasonable satisfaction that Contractor is ready to perform the Services consistent with the requirements under the Contract, including the Statement of Work. All CDRL deliverables are subject to WMATA's review, comment and approval.

The following milestones will be followed for mobilization of various resources before the **start of service on December 16, 2018**. WMATA will monitor the milestones during the start-up phase at scheduled WMATA/Contractor implementation meetings.

- **Phase 1 Milestones**
 - **Milestone #1 – 14 Days After Notice to Proceed Date** – Mobilization Schedule and Plan
 - **Milestone #2 – 21 Days After Notice to Proceed Date** – The approved General Manager, Operations Manager, and Maintenance Manager

for the operation must be physically present for start-up beginning 21 days after the Notice to Proceed date.

- **Milestone #3 – 21 Days After Notice to Proceed Date** – The following activities must commence 21 days after the Notice to Proceed date: hiring and training of bus operator trainers, hiring and training of bus operators, hiring and training of mechanics and fuelers/washers, hiring and training of dispatchers and Street Supervisors, hiring and training of all other support staff. WMATA will provide two (2) buses for training purposes 21 days after the Notice to Proceed date. If Contractor requests additional buses for training purposes, said vehicles must be available 21 days after the Notice to Proceed date.
- **Milestone #4 – 60 Days After Notice to Proceed Date** – Dates for maintenance shop equipment and fuel storage delivery and installations established. Dates for delivery of support vehicles established
- **Milestone #5 – 60 Days After Notice to Proceed** – Submit draft System Safety Program Plan (SSPP) to WMATA for approval.
- **Phase 2 Milestones**
 - **Milestone #6 – 90 Days Prior to Service Start Date** – Submit Final System Safety Program Plan (SSPP) for approval
 - **Milestone #7 – 30 Days Prior to Service Start Date** – Minimum of 50% of required operators hired and trained.
 - **Milestone #8 – 30 Days Prior to Service Start Date** – Minimum of 50% of required mechanics hired and trained.
 - **Milestone #9 – 30 Days Prior to Service Start Date** – Minimum of 50% of required dispatchers and street supervisors hired and trained.
- **Phase 3 Milestones**
 - **Milestone #10 – 14 Days Prior to Service Start Date** – Minimum of 90% of required operators hired and trained.
 - **Milestone #11 – 14 Days Prior to Service Start Date** – Minimum of 90% of required mechanics hired and trained.
 - **Milestone #12 – 14 Days Prior to Service Start Date** – 100% of required dispatchers and Street Supervisors hired and trained.

- **Milestone #13 – 14 Days Prior to Service Start Date** – If required, facility modifications at least 90% complete. Maintenance shop equipment, fuel storage, and spare parts on site. Minimum of 90% of support vehicles on site.
- **Phase 4 Milestones**
 - **Milestone #14 – 7 Days Prior to Service Start Date** – 100% of required operators hired and all training complete.
 - **Milestone #15 – 7 Days Prior to Service Start Date** – 100% of required mechanics hired and all training complete.
 - **Milestone #16 – 7 Days Prior to Service Start Date** – Facility fully equipped and operational. 100% of support vehicles received and ready for service.
- **Phase 5 Milestones**
 - **Milestone #17 – 1 Day (or as directed) Prior to Service Start Date** - Delivery of Revenue Vehicles for service. All vehicles must be picked up, inspected, insured, and accepted by the Contractor from designated WMATA facilities no later than one day (or as directed) by WMATA prior to the start of revenue service.
 - **Milestone #18 – Service Start Date, December 16, 2018** – 100% of contracted Revenue Service implemented on schedule, all CDRLs have been delivered and approved by WMATA, and passage of the Operational Readiness Review.
 - **Milestone #19 – Weekly (after 90 days of service)** – Contractor performance is evaluated for on-time performance, service disruptions, and adherence to standards for incentives/disincentives.

As part of the Mobilization and Start-up Plan, Contractor will clearly identify when all CDRLs identified in Section 9 of Schedule A1 will be delivered for WMATA's review, comment and approval. All applicable CDRLs require WMATA's approval prior to the commencement of the Services (as such, the Contractors should deliver the CDRLs by no later than the dates as may be specified, or if no date is specified in the RFP, with sufficient advance time to ensure that WMATA has time to review, comment and approve prior to the scheduled start date).

3.4 Contract Close-Out and Transition Plan

A. Continuity of Services

The Contractor recognizes that the Services to be provided under the Contract are vital to WMATA and must be continued without interruption, and upon Contract expiration, a successor—either WMATA and/or another Contractor—may continue these services. The Contractor shall cooperate with WMATA to ensure an orderly and efficient transition to a successor or back to WMATA.

If transferred employees are required to undergo training, the Contractor shall work with WMATA and the successor as to agreeable dates/times employees may be allowed to attend training session(s).

B. Transition Cooperation Agreement

Upon expiration, termination or other conclusion of the Contract and of the Contractor's duties of performance under it, the parties anticipate that a successor may be selected by WMATA to perform the same or similar work. The successor may be the Contractor, WMATA, or some other individual, firm or entity.

If the successor is an individual, firm or entity (other than the Contractor) then the Contractor shall cooperate with WMATA to ensure an orderly and efficient transition to a successor. This cooperation must include the following:

- (i) The Contractor shall share and permit copying of all books and records necessary or convenient for the successor provider to undertake its work. These records include maintenance records, inventory records, Contractor contracts, and support agreements.
- (ii) If original records are necessary for the successor provider to properly perform its legal obligations, the Contractor shall provide the originals to the successor, and the Contractor shall keep copies of them.
- (iii) The Contractor shall share and permit copying of all pertinent personnel records.
- (iv) The Contractor shall execute documents necessary to effectuate a transfer of all contracts, goods, services and utilities.

- (v) The Contractor shall not sell, transfer, convey or encumber any WMATA assets or any of the assets to be transferred to the successor provider.
- (vi) The Contractor shall maintain all inventory levels necessary for the successor to continue to perform the work.
- (vii) As WMATA may direct, the Contractor shall surrender to the successor provider or to WMATA all WMATA-owned real, personal and/or intellectual property.
- (viii) The Contractor shall inventory all property (real, personal or mixed) purchased or leased with WMATA funds and all property in which WMATA has an ownership or possessory interest. The Contractor shall include a description of the property and its location in sufficient detail to permit easy identification. Until the date that the successor provider assumes its contractual duties, the Contractor shall fully and conscientiously perform its obligations under the Contract in a professional and workman-like manner.

The Contractor must be prepared to complete the transition tasks in a period of ninety (90) days. WMATA shall inspect and test the fleet of WMATA-owned buses operated by the Contractor (or contract with a third-party inspection firm to conduct this task). These inspections will be conducted approximately ninety (90), sixty (60) and thirty (30) days before Contract expiration or earlier termination of the Contract. The first two inspections shall identify vehicle defects, repairs and maintenance deficiencies that must be corrected by the Contractor before the final inspection. If significant deficiencies have not been corrected and are found during the final inspection, the Contractor shall be responsible for reimbursing WMATA for the cost of the final bus inspection and all costs associated with making the needed corrections. If WMATA elects to perform the same or similar work using WMATA forces, the Contractor's duty of cooperation, as described above, extends to WMATA as the successor provider.

C. Contract Close-Out

Upon the expiration or earlier termination of the Contract, the Contractor shall perform with WMATA, the following:

1. Final Material Inventory Audit

The Contractor shall perform, with WMATA, the Final Material Inventory Audit. The Contractor shall deliver to WMATA all material inventories in similar levels as identified in the Initial Material Inventory. The Contractor shall also turn over to WMATA all electronic files, databases, records, documentation, and all other information associated with warehouse and material management provided in accordance with the Contract.

The Contractor shall submit its Final Material Inventory Audit (**CDRL 0005**) to WMATA for review and approval.

2. Final Rolling Stock Condition Audit

The Contractor shall perform, with WMATA, the Final Rolling Stock Condition Audit. The Contractor shall deliver to WMATA all rolling stock equipment identified in the Initial Rolling Stock Inventory and Condition Assessment or its equivalent in type, value, and condition, less normal wear and tear, subject to the damage provisions of the scope of Work. The Contractor shall be liable to WMATA for the fair market value of any rolling stock equipment not returned to WMATA in accordance with Contract requirements, and for the diminution in value of rolling stock equipment in excess of that attributable to normal wear and tear. The Contractor shall also turn over to WMATA all electronic files, databases, records, documentation, and all other information associated with services provided in accordance with the Contract.

The Contractor shall submit its Final Rolling Stock Condition Audit (**CDRL 0006**) to WMATA for review and approval.

3. Final Maintenance Facility Inventory and Condition Audit

The Contractor shall perform, with WMATA, the Final Maintenance Facility Audit. The Contractor shall deliver to WMATA possession of the maintenance facilities in a condition no worse than the condition identified in the Initial Maintenance Facility Inventory and Condition Assessment, exclusive of normal wear and tear. The Contractor shall be liable to WMATA for the cost of any repairs to the maintenance facilities necessary to return such property to its initial condition – normal wear and tear excepted. The Contractor shall also return to WMATA all keys, electronic entry cards, passes, locks, and other security and access devices provided by WMATA or acquired by the Contractor in performance of the Contract.

The Contractor shall submit its Final Maintenance Facility Inventory and Condition Audit (**CDRL 0007**) to WMATA for review and approval.

4. Final Support Equipment Inventory and Condition Audit

The Contractor shall perform, with WMATA, the Final Support Equipment Inventory and Condition Audit. The Contractor shall deliver to WMATA all support equipment identified in the Initial Support Equipment Inventory and Condition Assessment or its equivalent in type, value, and condition, less normal wear and tear, subject to the damage provisions of the scope of Work. The Contractor shall be liable to WMATA for the fair market value of any support equipment not returned to WMATA in accordance with Contract requirements, and for the diminution in value of support equipment in excess of that attributable to normal wear and tear. The Contractor shall also turn over to WMATA all electronic files, databases, records, documentation, and all other information associated with services provided in accordance with the Contract.

The Contractor shall submit its Final Support Equipment Inventory and Condition Audit (**CDRL 0008**) to WMATA for review and approval.

3.5 Key Business Terms

Schedule F (Contract Terms and Conditions) contains the minimum key business terms (*i.e.*, WMATA preferred nomenclature) on which WMATA proposes to do business with the Contractor selected to provide the Services. Contractor personnel responsible for developing its Proposal should first review Schedule F, as WMATA expects Contractor Proposals to be consistent with and reflect WMATA's proposed key business terms except to the extent, if any, that the Contractor's Proposal takes exception to and proposes an alternative to any of the key business terms in a separate list identified by section/page. Contractors are cautioned that the number and nature of exceptions they take to WMATA's proposed key business terms will weigh heavily in WMATA's evaluation of their Proposals. WMATA reserves the right to expand on the applicable business terms associated with the Services during the RFP process. WMATA's additional policies and procedures are set forth in Schedule B to this RFP and available on the FTP site for Contractor's review. Contractor will be expected to comply with such policies and procedures under the Contract.

4. CONTRACTOR PROPOSALS

This Section provides information about the required structure and content of Contractor Proposals in response to this RFP. In short, Contractor Proposals are expected to be formulated such that they:

- Encompass the full scope of Services described in Section 1.5;
- Will achieve or position WMATA to achieve its vision and objectives, as set forth in Sections 1.4 and 3.1, and in Schedule A1;
- Comply with or otherwise satisfy WMATA's requirements within the bounds permitted by the constraints, both as set forth in Schedule A1;
- Commit Contractor to meeting (or exceeding) agreed Key Performance Indicators and other performance requirements set forth in Schedule A1; and
- Are covered (fully paid for) by Contractor's proposed charges.

A Contractor's Proposal will not be considered responsive unless it complies with the requirements in this Section, as well as the additional instructions regarding the required Proposal formats and submission process described in Section 5.7. WMATA may refuse to accept or consider a Contractor's Proposal if it is incomplete or does not otherwise meet the relevant requirements, or if it is irregular in any other way.

4.1 Proposal Contents at a Glance

Contractor Proposals must contain the following principal components, each of which is described below in the cross-referenced section:

Section	Content Description	Response Template(s)
Executive Summary	Section 4.2	None
Part A: Services and Solution	Section 4.3	None
Part B: Performance Management Program	Section 4.4	None
Part C: Price Model	Section 4.5	Schedule C

Section	Content Description	Response Template(s)
Part D: Governance Model	Section 4.6	None
Part E: Contractor Corporate Information and Customer References	Section 4.7	None
Part F: Contract Terms & Conditions Response	Section 4.8	Schedule F
Part G: Contractor's Proposed Options	Section 4.9	None
Part H: Completed WMATA Questionnaires	Section 4.10	Schedule H

4.2 Executive Summary

Each Proposal must contain a stand-alone executive summary, no more than 5 pages in length and written for an executive-level audience, addressing at least the following topics:

- (a) Confirmation that Contractor's Proposal encompasses the full proposed scope of services and will remain valid for at least 180 days;
- (b) A summary description of Contractor's proposed Solution;
- (c) Contractor's qualifications and specific experience relevant to the proposed Solution and Services;
- (d) How Contractor intends to achieve WMATA's vision and objectives, including creating incentives for Contractor to maintain focus on quality of service and, at the same time, aggressive management of the total cost of the Services;
- (e) Contractor's approach to Solution implementation, with particular focus on how Contractor intends to minimize the risk of business disruption during Transition (i.e., mobilization and start-up);
- (f) Existing Contractor relationships with equipment, software, and service providers whose products and services will be relevant to Contractor's proposed Solution;

- (g) Contractor's proposed account and service delivery management organizations and approach for interacting with WMATA; and
- (h) Contractor value-adds, differentiators and incentives.

All information provided in the Executive Summary must be supported and elaborated in the other parts of Contractor's Proposal.

4.3 Part A: Services and Solution

4.3.1 Overview

Part A of Contractors' Proposals is intended to contain the Service- and Solution-related documents (or sections), those being:

- (a) **Vision and Objectives** – setting forth Contractor's response to WMATA's statement of its vision and objectives that Contractor's Services and Solution must satisfy and the objectives WMATA expects to achieve or realize as a result of Contractor's performance;
- (b) **Scope of Work** – setting forth Contractor's response to WMATA's Schedule A1 which identifies the Services to be performed and delivered by Contractor and identification of any dependent or related functions for which WMATA (or a third-party service provider to WMATA) will retain responsibility;
- (c) **Solution Description** – describing the Solution that Contractor will implement to perform and deliver the Services post-Transition, including the locations at which the Services will be performed and from which they will be delivered. Also, included here should be a full description of how the Contractor will perform the services that are subject to CDRLs 1, 9, 10, 11, 14, 21, 28, 29, 36, 37, and 38.
- (d) **WMATA Dependencies** – listing and describing in a single place all of the resources (both personnel and non-personnel) that Contractor requires WMATA to either transfer to Contractor or otherwise make available for Contractor's use to provide the Services, either during Transition or on an ongoing basis;
- (e) **Transition Approach** – describing the mobilization and start-up activities the Contractor will carry out to design, build and implement the Services; and

- (f) **Risk Register** – Listing and describing the principal risks attendant to Contractor’s proposed Solution and Transition approach, together with Contractor’s recommended risk mitigation strategies.
- (g) **Key Ratios** – Listing the mechanic/technician-to-bus ratio and the service/cleaning technician-to-bus ratio.

4.3.2 Objectives, Requirements and Constraints

Contractor must review and respond to Schedule A1. As instructed, for each item in Schedule A1, Contractor should either confirm its acceptance of the item as written or, alternatively, take exception and state what specific alternative Contractor would be willing to accept.

4.3.3 Scope of Work

Contractor’s Proposal must fully account for the proposed scope of Services. Proposals that are not responsive to the Scope of Work may be rejected in WMATA’s sole discretion.

4.3.4 Solution Description

Contractor’s Proposal must contain a Solution Description that is responsive to the Scope Model and describes Contractor’s proposed Solution (i.e., “how” it intends to perform the Services). An outline of the areas that should be covered in the Solution Description includes (but not necessarily limited to):

- (a) Overall approach to performing the Services;
- (b) Approach to recruiting and retaining personnel;
- (c) Use and identification of any subcontractors;
- (d) Unique processes Contractor has to perform the Services;
- (e) Methods to improve productivity (without impacting quality);
- (f) Systems the Contractor intends to utilize in the provision of the Services;
- (g) Methods to ensure high quality and quality controls;
- (h) Approach to training and maintaining currency in “best practices” in the performance of the Services;

- (i) Identification of any locations outside of the Cinder Bed Facility that Contractor will be performing Services (including what functions are being performed on a remote basis);
- (j) Responses to CDRLs 1, 9, 10, 11, 14, 21, 28, 29, 36, 37, and 38 (see Schedule A1);
- (k) Any other information that Contractor believes would provide a clear picture of “how” Contractor will provide the Services; and
- (l) Any market-place differentiators that WMATA should be aware of.

4.3.5 WMATA Dependencies

Contractor’s Proposal must contain a listing and description of all personnel and non-personnel resources Contractor requires WMATA to either convey to Contractor or, alternatively, to make available for Contractor’s use to perform either the Transition or the ongoing Services (or both).

4.3.6 Transition Approach

Contractor’s proposal must contain a Transition (i.e., mobilization and start-up) approach document which describes how Contractor intends to implement its Solution and migrate the functions comprising the Services from the “as-is” Operating Environment while minimizing risk and disruption to WMATA, including a description of any initial transformation efforts Contractor has offered to carry out as part of the Transition and the principal objectives and committed results of those transformation efforts.

4.3.7 No Caveats and Assumptions

Any ambiguities, caveats, or assumptions should be submitted to WMATA for response in advance of submitting your Proposal. Your Proposal should not include any caveats or assumptions.

4.3.8 Risks

Part A of each Contractor’s Proposal should also include a separate risk register listing and discussing the principle risks associated with Contractor’s proposed Solution and Transition approach and the mitigation strategies Contractor will employ to minimize them.

4.4 Part B: Performance Management Program

A Contractor's commitment to a meaningful performance management program will be a key factor in WMATA's evaluation of its Proposal. Contractors are expected, as part of the Services, to be responsible for providing an adequate level of review and oversight of all work performed by their personnel, providing managerial personnel, subject matter experts, and training as needed to accomplish such review and oversight. Part B of each Contractor's Proposal should contain proposed team member resumes and a description of the comprehensive performance management program Contractor commits to implement and maintain throughout the Service term to ensure that Contractor's performance meets or exceeds WMATA's expectations and all applicable performance requirements.

Contractor's comprehensive performance management program should include at least the following major components:

- (a) A **Project Management Process** that includes periodic progress and status reporting and is designed to provide assurance that projects (such as Transition) are proceeding on schedule, that issues or other impediments to on-time completion are identified and escalated promptly and that project risks are identified and managed proactively;
- (b) A **Quality Assurance Review Process** pursuant to which Contractor personnel outside the chain of command of its service delivery organization will regularly conduct quality assurance reviews of Contractor's performance of Services to provide assurance that the Services are performed with a high degree of quality and professionalism, and in accordance with contractual requirements;
- (c) **Confirmation of Agreement with Key Performance Indicators** identified in Section 6 of Schedule A1. Contractor should also describe how Contractor plans to monitor, track, and report performance and compliance with the Key Performance Indicators; and
- (d) A **Customer Satisfaction Process** pursuant to which Contractor will periodically survey WMATA users to gauge the level of customer satisfaction with the Services and Contractor's performance.

4.5 Part C: Price Model

General Information

Prospective Contractors must complete the Price Proposal forms found in Schedule C of this RFP and submit them in a **separate sealed envelope** within the price proposal package. Contractors should be sure to read the instructions included on the first table of Schedule C and complete all information.

The Price Proposals must clearly identify pricing proposed in numeric form, for the base Contract fiscal years, plus the optional service years 4 and 5, and including all options indicated on the pricing forms. The pricing forms must be completed in their entirety.

WMATA intends to award a firm fixed price contract.

The Allowance item of \$100,000 per year found in the pricing detail sheet, is to be included in all Proposers' Price Proposals for each fiscal year as indicated. This Allowance item will only be made available for the Contractor's use at the discretion and direction of WMATA.

Evaluation

The Price proposal will be evaluated based upon the total price provided for the base contract services – start up through fiscal year 3 services, the optional fiscal years 4 & 5 services, plus the pricing for all options listed on the pricing roll up sheet. The Contractor submitting the lowest price will receive the maximum available price score.

WMATA, at its discretion, will choose at the time of award to the successful Proposer, any options it wishes to include in the initial Contract Award, or may elect to award the Contract for the base Contract services without any options.

4.6 Part D: Governance Model

Effective relationship governance is critical to establishing and maintaining a co-operative and effective working relationship between WMATA and its selected Contractor and maintaining a flexible attitude toward resolving challenges. To that end, Part D of Contractor's Proposal should set out Contractor's proposed governance model with a corresponding organization chart to foster timely and effective communications and interactions between Contractor and WMATA. Carried out properly, the agreed governance framework should enable WMATA

and Contractor to work in a cooperative, productive manner and help position WMATA to achieve both its long-term strategic goals and shorter term tactical objectives for its relationship with Contractor.

Contractor's proposed governance model should address the following key topics, at a minimum:

Relationship Management – governance and management of the overall relationship between Contractor and WMATA. This section should include a description of Contractor's best practices for relating to and interacting with its customers generally, and WMATA specifically, as well as a description of where and how Contractor proposes to interact and communicate with WMATA. It should also include an organization diagram illustrating Contractor's proposed relationship and service delivery management roles (including names) and functions, and important third-party relationships. The location of Contractor's management resources should be specified. The organization diagram should indicate (i) how Contractor's WMATA account team relates to Contractor's broader organization (showing lines of authority); and (ii) the communication process between or among any regional and central service delivery organizations;

Service Delivery Management – management and oversight of the performance, delivery and quality of Services across all Service Components and locations to ensure Service quality and WMATA satisfaction (referencing Part B of Contractor's Proposal as appropriate)

Contract Management – management and administration of the contractual aspects of the parties' relationship under the definitive agreement, including financial and commercial management, administration of change control, technical architecture management, and risk and compliance management

Issue and Dispute Management – Contractor's proposed process for ensuring that unresolved issues are escalated in a timely and appropriate fashion and for the timely resolution of disputes between the parties without resorting to formal proceedings

4.7 Part E: Contractor Corporate Information and Customer References

Part G is the Proposal section in which each Contractor should include all general information about Contractor, including its organization, audited financial docu-

ments, history, relevant product and services offerings, culture, management team (with resumes), personnel, philosophies, etc.

Part G of each Contractor's Proposal must also contain information describing all similar projects for the last 10 years to whom Contractor provides or has provided services similar to those contemplated by this RFP, and the contact information for a reference person who is willing to be contacted by WMATA. References for customers who are in WMATA's industry and of similar size to WMATA are preferred.

4.8 Part F: Contract Terms & Conditions Sheet Response

Part F of each Proposal should contain Contractor's response to the WMATA's Contract Terms & Conditions included as Schedule F.

4.9 Part G: Contractor's Proposed Options

Part H is the Proposal section in which each Contractor should provide proposed pricing and scope options for WMATA to consider. In particular, WMATA is interested in Contractor's suggestions to perform the desired Services in a manner that may produce better results in terms of improved services and economics for WMATA. By way of example only, if WMATA's Scope of Work includes certain constraints that materially impact Contractor's costs, the Contractor should propose options for WMATA's consideration. Such options should include the economic benefits (i.e., reduced Contractor charges) and explain how WMATA is still protected if such constraint is changed.

4.10 Part H: Responses to WMATA Questionnaires

Part E of each Proposal should contain completed versions of the WMATA questionnaires provided in Schedule E, including Contractor's responses to all questions.

5. PROPOSAL PROCESS AND INSTRUCTIONS

5.1 Contractor Communications with WMATA – RFP Primary Contact

The individual whose name and contact information set out below is WMATA's principal point of contact with prospective Contractors for all matters relating to

this RFP. **Contractors should direct all inquiries and other communications concerning this RFP to the RFP Primary Contact:**

RFP Primary Contact: Sherry A. Caison, Contract Administrator

Email Address: scaison@wmata.com

To help ensure a level playing field among all prospective Contractors and preserve the integrity of the RFP process, it is important that all Contractors receive the same information concerning this RFP. Accordingly, Contractors should not, under any circumstances, discuss this RFP or the subject transaction with any other WMATA personnel (including any member of WMATA's executive management team or other WMATA employees with whom Contractor has an existing business relationship) without the RFP Primary Contact's prior written consent. Utmost discretion is expected of all Contractors. Any Contractor that does not abide by these instructions risks elimination from further participation in the RFP process at the sole discretion of WMATA.

5.2 Publicity

Contractors may not make any public announcement relating to this RFP or otherwise publicize the existence or contents of this RFP without obtaining WMATA's prior written consent.

5.3 RFP Activities and Schedule

WMATA has developed the following process and timeline for this initiative. WMATA requests that each Contractor make a dedicated team available to participate in the Proposal development and evaluation processes as necessary to participate effectively in the activities and meet the schedule provided below.

Activity	Date
RFP Distribution	November 16, 2017
Intent to Bid – Email RFP Contact (<i>see</i> Section 5.5)	December 1, 2017
Written Q&A deadline (<i>see</i> Section 5.6)	December 1, 2017
Pre-proposal conference (<i>see</i> Section 5.4) & Cinder Bed Road Facility Site Visit (<i>see</i> Section 5.7)	December 7, 2017

Activity	Date
Proposal Submission Deadline (see Section 5.8)	January 17, 2018, 2:00PM EST
Contractor Proposal Presentations (1½ hours each)	[TBD]
Down-selection to Short-listed Contractors	[TBD]
Detailed Proposal Discussions/Negotiations	[TBD]
Mutual Due Diligence	[TBD]
Best and Final Offers	[TBD]
Final Contractor Selection	[TBD]
Agreement Finalization	[TBD]
Transition Commencement	[TBD]

5.4 Pre-Proposal Conference

WMATA will conduct a Pre-Proposal Conference and site visit on December 7, 2017 10:00 AM at the Cinder Bed Road Facility, 7901 Cinder Bed Road, Lorton, Virginia 22079. Participation in the pre-Proposal conference is not mandatory but highly recommended, as WMATA will be providing important insight into various aspects of the RFP and the requested Services. Contractors will not be limited in the number of their attendees.

During the pre-Proposal conference, WMATA will conduct a walk-through of the RFP, providing Contractors with the opportunity to gain further understanding of the RFP and to clarify any initial questions they may have regarding WMATA, the organization or content of the RFP, or the RFP process. Any questions that you may have please write them down on the Question Form and submit. Questions and Answers will be posted to the WMATA website after the deadline date.

5.5 Intent to Offer a Proposal

By no later than December 1, 2017, Contractors should notify the RFP Primary Contact, Sherry A. Caison, scaison@wmata.com of its intent to offer a proposal on this RFP. Contractors are requested to complete the Notice of Intent and re-

turn by email clearly identifying "Notice of Intent for Cinder Bed Road RFP# CQ18068 in the subject line of its email to the RFP Primary Contact. Contractor's notification of its Intent to Offer should be complete including contact information for its primary contact with respect to this RFP in case WMATA needs to get in touch with Contractor.

5.6 Written Q&A

Any explanation desired by a Contractor regarding the meaning or interpretation of the contents of this RFP, including, without limitation, the Statement of Work, terms and conditions, or pricing template, must be requested in writing by no later than the date specified in Section 5.3 above. All such requests must be on a Question Form and submitted via e-mail to the RFP Primary Contact, Sherry A. Caison, scaison@wmata.com. Contractors are requested to clearly identify "Q&A Request on Cinder Bed Road CQ18068 in the subject line of its email to the RFP Primary Contact. It is WMATA's preference that all such questions be submitted by Contractor at one time in a single email. Questions should clearly identify appropriate references (e.g., document, page number, section number) to ease WMATA's ability to review and respond and submitted on Question Form.

Any information that WMATA furnishes to a prospective Contractor relating to the solicitation will be provided in writing to all prospective Contractors 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. Contractors must acknowledge receipt of all amendments on the form provided.

Contractors 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 WMATA, will not be binding upon WMATA. WMATA does not assume responsibility for the accuracy of any such communication.

The failure of a prospective Contractor 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.

5.7 Cinder Bed Road Facility Site Visit

WMATA intends to facilitate a site visit of the Cinder Bed Road facility on December 7, 2017 following the Pre-Proposal Conference, prior to the Proposal due date. Contractors that have submitted an Intent to Bid may be contacted by the

RFP Primary Contact (or his/her designee) regarding the details of the site visit, if applicable.

5.8 Proposal Submission

5.8.1 Proposal Submission (USB and Hard Copies) and Due Date

- (a) Contractor's complete Proposal must be submitted in compressed electronic archive (in "*.zip" format) on USB along with Hard Copies to the RFP Primary Contact and received by mail or hand delivery by **2:00 PM, January 17, 2018**. Contractor should allow sufficient transit time for the Proposal to reach WMATA.
- (b) In addition, Contractor must submit **2** complete printed copies of the entire Proposal in accordance with the following instructions. The Technical, Contractual and Price proposal should be separated. No Pricing should appear in the Technical or Contractual portions of the solicitation. Envelopes containing the Price proposal and the remaining parts of the Proposal 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: Sherry A. Caison/CA

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

PROPOSALS SHALL BE TIMELY MAILED OR HAND DELIVERED TO REACH WMATA BEFORE 2:00 P.M. (EASTERN STANDARD TIME) BY JANUARY 17, 2018, AS SPECIFIED IN SECTION 5.3 ABOVE.

- (c) Proposals submitted after the deadline, or which state that information will be provided at a later date, will be rejected by WMATA.
- (d) All materials submitted in connection with Contractor's responses to this RFP will become the property of WMATA and may be returned only at WMATA's option and at Contractor's expense.

5.8.2 Proposal Format

Contractor should use Microsoft Office file formats in preparing its proposal to the maximum extent possible. As instructed, Contractor's Proposal should utilize the RFP response templates provided as exhibits to this RFP. All pages should be

formatted to print on 8 ½ x 11" paper, unless another format is provided by the response template. Responses should be specific, factual, brief and to the point, and should minimize the amount of generic sales and marketing content.

5.8.3 Registration Requirements

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>

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>

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.

5.8.4 Withdrawal of Proposals

Proposals may be withdrawn by written notice received by the RFP Primary Contact Authority before the date specified in Section 5.3 for "Down-selection to Short-listed Contractors." Proposals may be withdrawn in person by a Contractor or an authorized representative, if the representative's identity is appropriately demonstrated and the representative signs a receipt for the Proposal before the date for "Down-selection to Short-listed Contractors" specified in Section 5.3. A proposal may not be withdrawn following such date without notification from the RFP Primary Contact.

5.8.5 Receipt and Review of Proposals by WMATA

There will be no public opening of proposals for this solicitation. Proposals will be opened by the designated WMATA representative and copies of the proposal

will be distributed for review by WMATA 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.

WMATA 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 Contractor's best terms from both a price and technical standpoint.

Notwithstanding a determination by WMATA to proceed without conducting substantive negotiations or discussions with the Contractors, WMATA may engage in communications with one (1) or more Contractors relating to clarification(s) of their proposals.

WMATA may engage in oral or written discussions with one (1) or more Contractors regarding WMATA's understanding of the proposals and/or to discuss deficiencies in the initial proposals. In determining those Contractors WMATA chooses to engage in discussions, a WMATA representative shall first make a determination regarding the initial proposals that he or she deems to be within the competitive range for Contract award. WMATA shall conduct discussions with all Contractors submitting proposals that are within the competitive range.

WMATA may, following such discussions, direct those Contractors whose proposals are within the competitive range to submit Best and Final Offers ("BAFOs"). In such instances, WMATA will award the Contract based upon review of the BAFOs in accordance with the Evaluation Criteria. Nothing contained herein shall limit, modify or impair the WMATA's right to engage in any additional oral or written discussions or other communications relating to the solicitation that may, be consistent with WMATA's best interests.

5.8.6 Evaluation and Basis for Award – Best Value

Proposals will be evaluated based upon application of the following Evaluation Criteria in order of importance:

The Technical Proposal will be broken down and considered by the Evaluation Team according to the following general criteria.

1. TECHNICAL - FIRM'S EXPERIENCE AND QUALIFICATIONS

Demonstrate your firm's qualifications and experience, and understanding of the requirements of operating and maintaining Metrobus bus services at the Cinder Bed Road. Describe in detail your ability to perform in accordance with the performance standards in this RFP. This will include information regarding your firm's experience with safely and reliably providing services of a similar scope and size.

2. OPERATIONS PLAN

Provide a comprehensive Operations Plan that demonstrates how your firm will deliver the services as described in the Scope of Work, Schedule A1.

3. MAINTENANCE PLAN

Provide a comprehensive Fleet Management Plan that will outline in detail how your firm will continuously maintain the diesel-electric hybrid buses and subsystems provided by WMATA.

4. STAFFING AND ADMINISTRATION

Provide a comprehensive staffing plan that identifies how the work described in the RFP will be accomplished.

5. PAST PERFORMANCE

Past performance will be assessed through the results of reference checks. Past performance references will be contacted and responses will be accessed. Proposers must provide:

- a. A complete history of Contract Awards and Renewals for Similar Projects
- b. A complete history of Contract Violations, Cure Notices, and Terminations on Similar Projects
- c. A discussion of your firm's responsiveness in addressing and correcting problems.

6. ECONOMIC BENEFIT

Provide a narrative describing benefits that may accrue to the local economy as a direct or indirect result of the Contractor's performance of this contract.

COST PROPOSAL

Contractor's Cost Proposals will be evaluated separately and balanced against Technical Proposals in accordance with Federal Transit Administration "best value selection methodology" as detailed within the FTA Best Practices Procurement Manual.

Cost is not expected to be the controlling factor in the selection of a contractor for this solicitation. The degree of importance of cost as a factor could become greater depending on the parity of the proposals for the other evaluated criteria; where proposals are determined to be substantially equal, total cost and other cost factors would become the controlling factor.

In the event an award is justified as solely determined by WMATA, WMATA will award a Contract to the Contractor whose Proposal conforms to the solicitation and is judged to be the most advantageous to WMATA based on an overall assessment of technical merit and price in accordance with the Evaluation Criteria.

5.8.7 Ratings for Proposal Evaluation Criteria

Each criterion will be rated using the adjectival scoring method as follows:

Definition of adjectival rankings:

Exceptional	Exceeds specified performance or capability in a beneficial way to WMATA, and has no weakness.
Acceptable	Meets evaluation standards required under the technical provisions. Weaknesses are correctable.
Marginal	Fails to meet evaluation standard; however any significant deficiencies are correctable. Lacks essential information to support a proposal.
Unacceptable	Fails to meet 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" or higher is required to be eligible for award consideration. Prospective Contractors are cautioned to be aware of this standard when preparing proposals.

5.8.8 Price Proposal Evaluation

WMATA will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Costs will be evaluated in terms of the following:

- (a) Submittal of proposed prices for both the base year(s) and the option year(s);
- (b) Any offer that is materially unbalanced may be rejected. An unbalanced offer is one that is based on prices that are significantly overstated for some items and understated for other items;
- (c) WMATA will compare the price proposals to WMATA's estimate and otherwise determine reasonableness by performing a price analysis, if adequate competition exists. If, in WMATA's judgment, adequate price competition does not exist, WMATA will conduct a cost analysis in order to ascertain whether the proposed price is fair and reasonable;

The prospective Contractor shall provide certified cost or pricing data if WMATA requests it.

5.8.9 Technical Proposal Evaluation

The Authority will evaluate the technical proposal in accordance with the "Evaluation Criteria" set forth in Section 5.8.6 and render an assessment as to the overall technical merit of the Proposal. The Proposal's failure to demonstrate that it meets or surpasses an acceptable level with respect to any such element may result in a determination that the proposal is unacceptable and thus ineligible for award.

5.8.10 Notice of Protest Policy

WMATA's procedure for the administrative resolution of protests is set forth in Chapter 17 of the Procurement Procedures Manual. 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.

Alleged violations must be submitted to the WMATA Contracting Officer who will administratively decide the protest.

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.

5.8.11 Proposal Expiration Date

Proposals in response to this RFP must remain valid for 180 days from the Proposal due date. WMATA reserves the right to request an extension of time if needed.

5.8.12 Confidential Contractor Data

Any Proposal containing data that Contractor considers confidential or proprietary and wishes to have treated as such must be conspicuously marked as follows:

- (a) Please include the following legend on the title page of your Proposal: "This proposal includes confidential data that may not be disclosed outside WMATA (other than to agents supporting WMATA in this RFP process) and may not be used for any purpose other than to evaluate this Proposal";
- (b) Contractors may not designate their entire Proposal as confidential – any such designation will be disregarded. Contractors may designate specific proprietary or commercially sensitive information contained in their Proposal, such as detailed pricing information and employee resumes ("**Confidential Data**"), as confidential; and
- (c) If Confidential Data is properly identified, WMATA agrees that it will use such data only for purposes of evaluating the Proposal and any resulting negotiations. In addition, if WMATA awards the Services to Contractor, WMATA will have the right to duplicate, use and disclose such Confidential Data in accordance with the resulting definitive agreement. This restriction does not restrict WMATA's right to use any Confidential Data that (1) was known by WMATA prior to disclosure by Contractor pursuant to this RFP; (2) is or becomes part of the public domain through no fault of WMATA; or (3) is disclosed to WMATA by a third party having a legal right to make such a disclosure. In addition, the foregoing confidentiality and nondisclosure obligations shall not apply to information that is required to be publicly disclosed by law or regulation; provided, however, that in such event, WMATA will provide Contractor with prompt notice of such disclosure so that Contractor will have the opportunity if it so desires to seek a protective order or other appropriate remedy.

5.8.13 Ambiguity

Subject to questions and clarifications raised on specific issues in accordance with Section 5.6, Contractor shall be deemed, by submitting a Proposal, to have understood the RFP fully. Any claims of ambiguity after the award of Services will not be accepted by WMATA.

5.9 Contractor Proposal Presentations

Following submission of its Proposal in response to this RFP, each responsive and responsible Contractor will be afforded an opportunity to give an oral presentation of its Proposal to WMATA at WMATA's **Jackson Graham Headquarters**, Lower Level Meeting Room, 600 Fifth Street, NW, Washington, DC 20001 with details to be confirmed after Proposal submission. This presentation, tentatively scheduled for 1½ hours, should concentrate on the Solution and business aspects of the Proposal and should not be primarily a marketing discussion. The definitive schedule for Proposal walkthrough presentations will be established by WMATA and communicated to Contractors closer to the scheduled dates.

Appropriate visual and written materials are expected, but the presentation format will be left to the discretion of Contractor. A copy of all presentation materials should be delivered in electronic form to the RFP Contract Administrator at least 24 hours before the presentation. Contractor should also bring a sufficient number of printed copies of the materials for WMATA attendees.

WMATA may provide a last minute agenda or other direction for Contractor's presentation based on WMATA's initial review of the Proposals.

5.10 Down-selection to Short-listed Contractors

It is WMATA's current intention to reduce the field of competition for award of the Services to the most promising Contractors based on the initially submitted Proposals and presentations, and WMATA's evaluation of them. After making its down-selection decision, WMATA will promptly notify each Contractor whether it has been selected to continue with the RFP process or eliminated from further competition. Following such notifications, WMATA will communicate its planned next steps and schedule for the Detailed Proposal Discussions/Negotiations and Mutual Due Diligence to the short-listed Contractors.

5.11 Detailed Proposal Discussions/Negotiations

After reducing the competitive field to the short-listed Contractors, WMATA will employ a detailed Proposal discussion/negotiations as the principal means to:

- Further develop and refine each short-listed Contractor's Solution and Transition approach, pricing and other commercial terms in a way that leverages the significant base of material developed during the Proposal submission process
- Negotiate contract terms
- Resolve all significant open issues

In addition to other personnel, as required, the following Contractor personnel should be present at and participate in all Solution and detailed Proposal discussions/negotiations with WMATA:

- **Account Executive** – the person who will be primarily responsible for Contractor's relationship with WMATA
- **Service Delivery Manager** – the person who will be primarily responsible for Service Delivery
- **Transition Manager** – the person who will be primarily responsible for Transition activities

5.12 Mutual Due Diligence

At the conclusion of this RFP process, WMATA expects to enter into a binding definitive Contract for the Services with its selected Contractor(s). That Contract will not contain provisions providing for post-contract due diligence or adjustment of prices, Key Performance Indicators or other terms based on information discovered after Contract execution. Accordingly, WMATA intends to afford the short-listed Contractors an opportunity to conduct reasonable due diligence of WMATA and its operations, including site visits if necessary, during and in parallel with the RFP process. WMATA will consider a Contractor's request for specific due diligence items on a case-by-case basis. It will be each Contractor's responsibility to confirm or obtain any additional information it deems necessary to remove any qualifications or contingencies from its Proposal.

WMATA will make reasonable efforts to satisfy Contractor due diligence requests. However, WMATA does not commit to providing all data and information that may be requested by a Contractor.

During the same period, WMATA will conduct any additional due diligence investigation of Contractor and its operations that WMATA determines is warranted. WMATA's due diligence investigation may extend to any affiliates or other important subcontractors to whom Contractor proposes to delegate any important aspects of the Services.

5.13 Award of Services

Upon determining which Contractor best meets WMATA's needs and provides the best overall value proposition, WMATA intends finalize a Contract with the finalist. The Contract will include terms agreed during this RFP process. At WMATA's discretion, the Contract may include any commitments made by the finalist in its Proposal or during the bid process. Contractors are advised that execution of a Contract by WMATA is subject to approval of the final negotiated arrangement by WMATA's senior management.

WMATA reserves the right to award the Services to any Contractor or Contractors, to a third party that is not a one of the recipients of this RFP, or to make no such award, in its sole discretion based on WMATA's evaluation of how best to pursue the objectives of the initiative. WMATA will not accept an exclusive requirements contract that requires it to purchase all (or a significant portion) of the Services or any element of the Services from Contractor.

5.14 Modification or Termination of RFP Process

WMATA reserves the right, in its sole discretion, to discontinue, amend, supplement, or otherwise change this RFP, the process used for evaluation, and the expected timeline at any time and for any reason, and makes no commitments, implied or otherwise, that this process will result in a business transaction with one or more Contractors, or with any particular Contractor.

5.15 Supplemental Information

If, subsequent to issuance of this RFP, additional relevant material becomes available to WMATA, Contractors will be notified and such material will (where appropriate) be made available to Contractors. Contractor should consider any such additional information in its responses to this RFP, and WMATA will assume that all changes or additional requirements have been included in Contractor's responses (including pricing) unless otherwise specified.

5.16 No Representations or Warranties

Although WMATA has endeavored to provide accurate information with this RFP, WMATA makes no representations or warranties regarding the accuracy or completeness any information provided. As indicated above, each Contractor is responsible for making its own evaluation of information and data provided in or pursuant to this RFP and conducting due diligence as necessary to confirm any information Contractor considers material to its Proposal.

5.17 Legal Counsel Participation

WMATA intends to have its legal counsel participate actively in discussions and negotiations with Contractors. WMATA encourages each Contractor to have its legal counsel participate as Contractor deems appropriate. However, WMATA will not be precluded by the absence of Contractor's counsel from having its own attorney participate in any discussion or meeting with Contractor concerning this RFP, nor will Contractor will be permitted to defer or revisit any matter due to the necessity of consultation with legal counsel.

Contractor should note that WMATA intends to contract with the selected Contractor using a form of contract prepared by WMATA's attorneys. WMATA does **not** intend to contract based on any Contractor standard business or contract terms or to use such standard terms as the basis of any negotiations with Contractor. Contractor should therefore not assume or base its Proposal or pricing on the use of any such Contractor standard terms and conditions.

5.18 Proposal Preparation Costs

Contractor will be solely responsible for all costs it incurs in connection with this RFP process and any related negotiations.

6. SCHEDULES – PROPOSAL RESPONSE TEMPLATES

The following documents are templates for preparation of Contractors' Proposals. Contractors should comment on and/or complete each of the following documents in accordance with the instructions provided and include them in sequence in their Proposals.

- Schedule A1 Scope of Work
- Schedule C Price Model Instructions and Template
- Schedule F Contract Terms & Conditions
- Schedule H WMATA Questionnaires

7. GLOSSARY OF TERMS

The following terms are used in this RFP and supporting documents (note, for ease of reference, the same Glossary of Terms has been added to Schedule A1):

ADA. Americans with Disabilities Act of 1990, as it may be amended from time to time

Agreement: The Contract to be negotiated and entered into by WMATA and a successful Proposer for the Work described in this RFP.

Automated Passenger Counter (APC): An automated means of counting boarding and alighting passenger.

AVL. Automated Vehicle Locator

AVM: Automatic Vehicle Monitoring

BAFO: Best and Final Offer

BAS: Building Automation System

BOCC: Bus Operations Control Center

CAD: Computer-aided dispatch

CCTV: Closed Circuit Television

CDL: Commercial Driver's License

CDRL: Contract Deliverable

CFR: Code of Federal Regulation

CM: Corrective Maintenance

Contract Administrator (COTR): WMATA employee assigned to ensure compliance with the terms of the Contract.

Contracting Officer: WMATA contact person responsible for all matters regarding this RFP.

Contractor: A successful Proposer who enters into a Contract with WMATA to provide the Services specified in this RFP.

COOP: Continuity of Operations Plan

Deadhead (Miles and Hours): The miles and hours that a vehicle travels when out of revenue service.

DOT: Department of Transportation

DVRS: Digital Video Recording System

Fiscal Year: WMATA's fiscal year that begins on July 1 and ends in the following year on June 30.

Fixed Route Services: Services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick-up and deliver passengers to specific locations; each fixed route trip serves the same origins and destinations.

Fleetwatch: Integrated mileage and fluid monitoring systems produced by S&A Systems, Inc.

FTA: Federal Transit Administration.

GPS: Global Positioning System

Headway: The time interval between vehicles moving in the same direction on a particular route.

ITS: Intelligent Transit System

IVN: Intelligent Vehicle Network, produced by Clever Devices

KPI: Key Performance Indicator

KPI Credit: Represents an amount of the Contractor's compensation that it has failed to earn because of sub-standard performance

Layover / Recovery Time: The hours scheduled at the end of the route before the departure time of the next trip

LEED: Leadership in Energy and Environmental Design

Light Snowfall: During light snowfall, most Metrobus service will operate normally, but there are a few exceptions. Light snow is generally described as accumulations of a dusting up to two inches and can be visually determined when asphalt has been exposed by tire marks. Light snowfall may result in some Metrobus routes being detoured due to road conditions.

Maximo: An enterprise asset management (EAM) software solution produced by IBM

MDBF: Mean Distance Between Failures

Moderate Snowfall: During moderate snow accumulation or light ice conditions, Metro will restrict bus service to moderate snow routes. Service is suspended on some routes and buses are detoured around roads prone to hazardous conditions, including many neighborhood streets.

MTPD: Metro Transit Police Department

Non-revenue Vehicle: A vehicle that is used to support transit services but is not used in Revenue Service.

NTD: National Transit Database

Operators: The personnel (other than security agents) scheduled to be aboard vehicles in revenue operations.

OEM: Original Equipment Manufacturer

OSHA: Occupational Safety and Health Administration

Passenger Fares: The revenue earned from carrying passengers in regularly scheduled and demand response services.

Performance: The Proposer's action or process of carrying out or accomplishing every action, task and function required Scope of Work and specifications. And Proposer's ability to function in a reliable and otherwise satisfactory manner under actual operating conditions. Also, the ability of a Proposer to comply, during the expected Contract life, with all contractual terms and conditions specified in this RFP.

PM: Preventative Maintenance

PMI: Preventative Maintenance Inspections

Preventative Maintenance Costs: All associated costs actually incurred for all activities, supplies, materials, labor, and services required to preserve or extend the functionality and serviceability of an asset in a cost effective manner, up to and including the current state for maintaining such asset

Proposal: A written document submitted by a Proposer in response to the Request for Proposals.

Proposer: Any person or firm submitting a competitive proposal.

QA/QC: Quality Assurance / Quality Control

Revenue Hour: An hour of a vehicle's operation when that vehicle is available to the general public and there is an expectation of carrying passengers who directly pay fares (or via subsidized fares) or provide payment through some contractual arrangement. Revenue service excludes deadhead, vehicle maintenance testing and special event service.

Revenue Mile: A mile of a vehicle's operation when that vehicle is available to the general public and there is an expectation of carrying passengers who directly pay fares (or via subsidized fares) or provide payment through some contractual arrangement. Revenue service excludes deadhead, vehicle maintenance testing and special event service.

RightNow: A cloud based customer relationship management system developed by Oracle

SCP: Strike Contingency Plan

SDS: Safety Data Sheets, previously referred to as *MSDS: Material Safety Data Sheets*

SEP: Strike Emergency Plan

Severe Snowfall and Ice: During severe or heavy snow accumulation or icy conditions, Metro will restrict bus service to severe snow routes. Service is limited to major roads only and passengers should anticipate service delays and increased wait times.

Shall, Will, Must: Indicates a mandatory requirement.

Smart Yard: a technology system for managing, movement and tracking of vehicles in maintenance garage or similar facility developed by Clever Devices, Inc.

SMS: Safety Measurement System

SOP: Standard Operating Procedure

SSPP: System Safety Performance Plan

TBD: To be determined

Trapeze: A passenger transportation management software solution produced by Trapeze Software Inc.

U.S.C: United States Code

Vehicle Hours: The hours that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service. It is often called “platform time.”

Vehicle Miles: The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service. It is often called “platform time.”

VPN: A virtual private network

WMATA: Washington Metropolitan Area Transit Authority.

Work/Service: Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by Contractor in accordance with achieving the specification and requirements for which WMATA has contracted with the Contractor as called for by the agreement and necessary to the completion thereof.

Working Days: Normal business days of WMATA offices, unless otherwise specifically noted. For clarity, the Services will be performed seven (7) days per week all year.

Schedule A1
Scope of Work

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1. OVERVIEW

1.1 Introduction

The Washington Metropolitan Area Transit Authority (WMATA) seeks to award a contract with a qualified firm to provide management and operation of Metrobus service from the Cinder Bed Road operating division in a safe, reliable, consistent, and customer-focused manner. Service provided from the Cinder Bed Road operating division is a fixed-route, fixed-schedule public bus transit service operated in the Northern Virginia Metrobus service area. The fixed-route transit services provided by the Contractor shall be in accordance with the scope of work set forth in this section.

1.2 Applicable Standards

It is the Contractor's obligation and duty to remain apprised of all applicable laws, rules, regulations, and ordinances that may affect the Work. WMATA's inspection and/or audit of the Work, as specified in this Contract, shall not in any way absolve the Contractor of this duty and obligation. The terms and conditions, federal, state, and local laws, rules, regulations, and ordinances and other agency requirements applicable to the delivery of the Work include, but are not necessarily limited to, the following:

- Contract Terms and Conditions.
- Scope of Work/Services/Technical Specifications, including all attachments.
- State and Local Statutes and Federal Transit Administration (FTA) regulations used by WMATA.
- FTA Specifications for furnishing National Transit Database (NTD) information.
- WMATA, Transportation Bulletins, Maintenance Bulletins, Notices, Standard Operating Procedures (SOPs) (refer to Exhibit L for all SOPs), and Contracted Bus Service Bulletins and Procedures.
- The Americans with Disabilities Act (ADA) of 1990, 42 *United States Code* (U.S.C.) § 12101 et seq. and 47.
- U.S.C. §§ 225 & 661, as amended, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended; their implementing regulations, 49 *Code of Federal Regulations* (CFR) Parts 27, 37, and 38; and applicable guidance provided by the Department of Transportation, FTA, and/or the Department of Justice.
- Anti-Discrimination Act, Virginia/DC.

- Federal Motor Carrier Safety Regulations as prescribed by the U.S. Department of Transportation Federal Motor Carrier Safety Administration including, but not limited to, the following subchapters:
 - Drug and Alcohol: 49 CFR Parts 40, 382 and 655
 - Qualification of Drivers: 49 CFR Part 391
 - Hours of Service: 49 CFR Part 39
 - Inspection, Repair, and Maintenance: 49 CFR Part 396
 - Parts and Accessories Necessary for Safe Operation: 49 CFR Part 393

2. SCOPE OF WORK

2.1 Service Overview

The Contractor will:

- Manage and operate fixed-route bus service.
- Maintain a fleet of revenue vehicles provided by WMATA to ensure they remain in good working order and always in compliance with the U.S. Department of Transportation, WMATA, and bus manufacturer's specifications and standards, and any such requirements as specified in this Scope of Work.
- Provide, operate, and maintain all non-revenue vehicles necessary for operations and maintenance support.
- Provide an appropriately trained workforce to operate and maintain the revenue service according to the schedules established by WMATA.
- Maintain the WMATA provided facilities and associated equipment if WMATA, at its sole discretion, exercises Option 1 – Facilities Maintenance.

The fixed-route transit service provided must be equal in quality to the service provided by WMATA to be transparent to passengers and the public.

WMATA shall itself or utilize the services of a third-party quality assurance/quality control (QA/QC) vendor to provide compliance inspections and oversight, as necessary to ensure Contractor's compliance with all applicable contract requirements, including the applicable standards referred to in Section 1.2 (Applicable Standards).

2.1.1 Service Area

The area to be served shall be as designated by WMATA. The general area to be served by the Cinder Bed operating division primarily covers West Springfield, Burke, West Alexandria, Richmond Highway, Fort Belvoir, Fairfax, Mt. Vernon, and Transportation Association of Greater Springfield (TAGS) in Northern Virginia.

There are nine lines being operated including the following Routes 29C, 29G, 29K, 29N, 29 W, 17B, 17M, 17G, 17H, 17K, 17L, 18G, 18H, 18J, 18P, Richmond Highway Express (REX) (R99), and TAGS S80 and S91.

WMATA may add, remove or modify routes in the future as necessitated by community needs, budget and general service requirements.

Existing line-to-route correlation and annual hours/miles are shown in Exhibit A - Cinder Bed Road Division.

More information on individual routes, major time points, timetables, and general outline maps for these routes are available under public domain at WMATA's website (www.wmata.com).

Per the latest data available, on the routes of nine lines listed above, on weekdays, there are approximately 540 revenue trips, 6,200 revenue miles, and about 10,100 riders.

2.1.4 Branded Routes

REX and TAGS are branded services, in the sense that specially branded buses are to be used on these routes. All other routes will have 40-foot standard red color buses. Contractor must ensure that the branded buses are assigned to designated routes only and ensure branded bus availability to meet branded service requirements.

2.1.5 Holiday Schedule

Most Holidays are scheduled to operate on a planned/published Saturday or Sunday schedule. However, currently there are certain holidays, such as Columbus Day, Veterans Day, Martin Luther King Day, and President's Day, when a specially designed and planned schedule is operated. This schedule is generally a variation of a Saturday schedule. Therefore, it is sometimes named as a Saturday Supplemental schedule. In the future, WMATA may add or remove Holidays or even eliminate such special service.

2.1.6 Unplanned Schedule Changes

Besides the periodic, planned/published schedule changes mentioned above, there could be short-term schedule changes for covering situations such as construction detours, street closures running over several days/weeks, and special events. For

managing these situations, WMATA's Bus Operations Communications Center (BOCC) issues weekly notices with necessary details.

There could be unplanned very short notice changes by BOCC due to issues such as accidents and emergencies. The Contractor should plan for such contingencies without requiring official change orders.

2.1.7 Snow Service

Snow Service needs special mention. WMATA plans for various levels of service on snow days, such as Light, Moderate, and Severe Snow Service. These service levels are preplanned. On snow days, decisions on level of service are made at a short notice and communicated to divisions by the BOCC.

2.1.8 Bus Bridging

Due to disruptions in rail service, and consequential outage of train service between stations, bus service assists the rail service by providing bus service between rail stations. Such service is scheduled at a short notice. Although Cinder Bed Road operating division is less likely to be called for such a service, the Contractor should be prepared for handling such needs if a request is made.

The Contractor shall submit a Bus Bridging Resource Plan to WMATA for review and approval (*CDRL 0009*).

2.1.9 Passenger Service and Community Engagement

While planning, WMATA focuses on passenger service with community engagement. Prior to schedule changes, meetings are conducted with local communities and governments with a focus on their needs, problems, and cost of service. WMATA will continue to play this role for the entire WMATA service including the service proposed for operation by Cinder Bed Road operating division. The Contractor will not be involved in community engagement unless specifically directed by WMATA.

2.2 Revenue Operations Service Requirements

(Contractor will do 100% with only compliance certification via Daily and Monthly Service Reports to WMATA.)

The Contractor shall operate WMATA's revenue vehicles in accordance with the following requirements:

- A. The Contractor shall operate safe and reliable scheduled revenue service according to WMATA's published timetable and schedules.
- B. The Contractor shall maintain a minimum standard of on-time revenue service based on Key Performance Indicators (KPIs) in Section 6. The performance will be measured by

WMATA using CAD/AVL software applications and/or by manually collected field or point checks.

- C. Revenue vehicles shall not leave or depart any scheduled time point ahead of schedule.
- D. In the event of an in-service breakdown, operator absence, or other service-related program, the Contractor shall provide a replacement operator and adequate means to dispatch a spare vehicle to minimize the loss of any scheduled trips.
- E. The Contractor shall note all occurrences of missed trips in the Daily and Monthly Service Reports.
- F. The service provided by the Contractors shall meet or exceed all the KPIs provided in Section 6.

Any Contractor suggestions to improve service delivery or issues identified that prevent or impede service delivery as prescribed, such as extended periods of construction along prescribed routes and emergency situations, shall be provided in writing to WMATA for consideration. Such notification shall not relieve the Contractor from service delivery and other provisions as outlined in this Request for Proposal (RFP) or as otherwise required in the contract or in this Scope of Work.

2.2.1 Trapeze Scheduling

(Contractor will do 0% but will have to interface with WMATA as noted in this section.)

WMATA will generate all scheduling data up to the point of building revenue trips for the Line/Routes/Services to be operated by Cinder Bed, about 60 days prior to the planned schedule change date.

WMATA uses Trapeze FX and Blockbuster (BB) for their scheduling, blocking, run cutting, and rostering functions. Currently Version 15 is installed. However, in the future WMATA may upgrade to future versions of Trapeze FX/BB or other systems.

WMATA plans and publishes schedule changes a minimum of twice a year. Generally, this is done in June and December, but the exact date changes year to year. WMATA will advise the Contractor of the exact planned schedule change dates about 90 days in advance of the official published schedule change date.

Trip data will include necessary pre/post minimum/maximum layover values where necessary, for facilitating vehicle blocking by the Contractor, although in most cases this additional data may not be required.

For facilitating easy vehicle blocking, WMATA may provide general information, clues, or rough blocking of revenue trip data.

All Schedule changes will include revenue trip data for weekday, Saturday, and Sunday services. Schedule changes, covering periods with one or more Holidays that need the special service mentioned above, will also include trip data for the Holiday Service.

2.2.2 Blocking and Run Cutting

(Contractor will do 100% but will be subject to WMATA certification of a Fatigue Management Policy and WMATA's interface in regard to use or coordination with the Trapeze FX/BB system and performance oversight, as noted in this section.)

The Contractor shall perform blocking and run cutting for Cinder Bed Lines/Routes/Services generated by WMATA. The Contractor must ensure that non-revenue deadhead paths and times, where needed, conform to jurisdictional street regulations. While generating operator runs, the Contractor shall make sure that mandatory government regulations in terms of necessary rest periods between successive duties are followed in accordance with its Fatigue Management Policy.

The Contractor shall submit a Fatigue Management Policy to WMATA for review and approval (**CDRL 0010**).

The Contractor may use WMATA's Trapeze FX/BB system for blocking and run cutting or the Contractor may also use any other system of their preference.

- If the Contractor chooses to utilize WMATA's Trapeze FX/BB system, the Contractor's scheduling staff will be given user accounts with access limitations. A separate database instance may be created for exclusive use of the Contractor's staff. The Contractor will not be permitted to make any changes to the revenue trip data generated by WMATA. Any associated cost of software changes considered necessary by the Trapeze FX/BB vendor for limiting the Contractor's access rights will be passed on to the Contractor.

The Contractor should note that WMATA's Trapeze FX/BB system has been customized and configured for WMATA's work practices, pay components, and allowances (including custom reports). Any updates or changes to WMATA's Trapeze FX/BB system configuration that are necessary to enable the Contractor to utilize the system will be accomplished by WMATA's Trapeze FX/BB vendor. The Contractor will be responsible for and bear any costs involving the Trapeze vendor's intervention, beyond regular system maintenance, associated with making these changes. Any changes requested and implemented by the Contractor shall not affect the operation and configuration of the WMATA Trapeze FX/BB system at other WMATA garages.

- If the Contractor chooses its own system for blocking and run cutting, it will be fully responsible for exporting revenue trip data from WMATA's Trapeze FX/BB

system. After completing blocking and run cutting, the Contractor must export the generated blocks and run-cut data from its system to the WMATA Trapeze FX/BB system with full data integrity between trips, blocks, and runs.

Tools or software used for such export/import functions will be tested for their proper functioning and approved by WMATA before they can be used. All such export/import functions will be performed by WMATA staff using tools or software mentioned herein.

2.2.3 Strategic Spares

(Contractor will do 100% without WMATA interface or restriction.)

The Contractor will stage strategic spare buses (from WMATA's stock) and operators to be used at the Contractor's discretion to ensure that services are completed as scheduled. The strategic spare program is intended to reach the site of an incident within one (1) hour of its occurrence and to address a vehicle breakdown, an accident, an unanticipated overcrowding issue, or an incident that impacts traffic and service delivery.

The Contractor shall submit a Strategic Spare Staging Plan to WMATA for review and approval (**CDRL 0011**).

2.2.4 Operations Management

WMATA uses Trapeze OPS for daily bus operations management. As this system heavily maintains and interacts with WMATA's personnel's personal data, the Contractor will not have access to this system.

Contractor will be required to use its own system for managing Cinder Bed Road operations, personnel records, performance, management, payroll, or any other business functions.

Cinder Bed division operators will be given special WMATA identification (ID) cards for use on WMATA's Single-Sign-On system. These cards will have limited Cinder Bed Road operator's data. This will make it possible for the Contractor to make integrated technology and customer support systems work in a seamless manner for the entire agency bus operations.

WMATA's technology and Trapeze OPS system will need basic operational information from the Contractor's operations management system to support integrated technology. WMATA or its subcontractors will be responsible for this function.

The Contractor shall utilize the WMATA Trapeze FX/BB system (or its own system) to assign and conduct daily operator assignments in advance of each scheduled departure. The Contractor is encouraged to assign operators by 3:00 p.m. prior to the next service

day to ensure sufficient operator coverage and to conduct daily operator assignments at least four (4) hours in advance of each scheduled departure.

The Contractor shall utilize the WMATA installed yard management system (CleverDevices Smart Yard) to assign vehicles to scheduled service in advance of each scheduled bus pull-out from the operating division. WMATA will regularly monitor Contractor vehicle assignments and pull-out performance.

WMATA will monitor operator assignments and will consider unassigned or “blank” assignments and/or late assignments by five (5) minutes or more as a missed trip or service not provided.

2.2.5 Single-Sign-On and Smart Yard Operations

(Contractor will do 100% without WMATA interface or restriction.)

WMATA uses Single-Sign-On and Smart Yard technology. The Cinder Bed division will be equipped with these technologies. Buses provided to the Contractor will be equipped with all necessary technology and the Contractor shall support and maintain the systems.

- Smart Yard is a technology system for managing, movement, and tracking of vehicles in a maintenance garage or similar facility, with information on vehicle availability, geographic location, ID, and other information for facilitating quick and convenient access, assignment, and movement of vehicles within the facility.
- Single-Sign-On facilitates one-step initiation for tracking and transmission on data related to movement of vehicles on revenue and non-revenue routes, passing and stopping at bus stops, and similar operations information.

Operators of Cinder Bed division will be provided special WMATA ID cards. All operators shall be required to swipe their WMATA ID card on an electronic card reader located in the revenue vehicle at the beginning and end of their work assignments.

- When the WMATA ID card is swiped at the beginning of an assignment, the system automatically checks for correct operator, block assignment, and vehicle. Once confirmed, all technology systems automatically start monitoring operational performance. If the operator is unable to log on using the WMATA ID card, the operator should notify the dispatcher and log on using manual procedures.
- Vehicle destination signs will update and change automatically as the vehicle travels along its designated routes and the bus stop annunciator will automatically announce bus stops. Under normal operating conditions there is no operator intervention required for these functions.

2.2.6 Vehicle Idling Policy

(Contractor will do 100% but this is subject to WMATA certification of its Vehicle Idling Policy and WMATA oversight of performance, as noted in this section.)

The Contractor shall implement a Vehicle Idling Policy that complies with the same standards set forth in jurisdictional regulations. Such idling policy must include and specify allowed idling times, situations, locations, and provide a specific monitoring and documentation program. The monitoring program records must be available for inspection by WMATA staff upon request and the Contractor will periodically certify compliance.

The Contractor shall submit a Vehicle Idling Policy to WMATA for review and approval (*CDRL 0012*).

2.2.7 Safety

(Contractor will do less than 100% with WMATA certification of its Detailed System Safety Plan and Continuity of Operations Plan (COOP), and with WMATA interface as noted in this section for safety reporting and investigation.)

The Contractor is responsible for the safe operation of all services associated with this contract and the safe operation of the Cinder Bed facility. The Contractor shall meet all federal, state, and local legal requirements related to customer, personnel, emergency responder, and the public safety. The Contractor is required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and Local Safety and Occupational Health Standards and any other applicable rules and regulations. Also, the Contractor and all its subcontractors shall be held responsible for the safety of their personnel and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract. The Contractor shall coordinate its safety and risk management activities with WMATA's Safety division and Risk Management division.

A. System Safety Program Plan (SSPP) Requirements

The Contractor will be required to submit a draft safety and security plan for maintenance and operations with the RFP and a detailed plan, specifically for Cinder Bed, should be submitted within 21 days after award. The plan will address policies, procedures, access, and information management. The plan will acknowledge WMATA's SSPP and address the goals and objectives listed in Section 2.6.

WMATA's SSPP can be found in Exhibit B – System Safety Program.

The Contractor shall submit a Detailed System Safety Plan to WMATA for review and approval (**CDRL 0013**).

B. Accident Investigation, Major and Minor, and Drug and Alcohol Procedures

The Contractor shall be responsible for responding to all accidents involving its staff. The BOCC is responsible for coordinating and monitoring all personnel and bus service, responding to emergencies, incidents, service delays, and unusual occurrences that have the potential to disrupt or affect revenue service.

Investigations are performed in accordance with WMATA's Incident and Accident Investigation Policy Instruction, 10.4/0, applicable sections of 49 C.F.R. Part 659 as well as the FTA WMATA Safety Oversight and Surveillance Plan (pages 26 through 31), Safety Event Investigation and Reporting section.

In determining the severity (Major/Minor) and preventability of collisions/incidents, the Contractor shall utilize WMATA's Guide to Determining Preventable Accidents (Major versus Minor), dated July 2, 2014, which can be found in Exhibit C – Guide to determining Preventable Accidents.

WMATA will investigate all major collisions/incidents as defined below. All other collisions/incidents shall be investigated by the Contractor with notification to WMATA.

Notifications are made to the WMATA Office of Safety (SAFE) in accordance with the criteria set forth in SSPP Section 10.2, the WMATA Incident and Accident Investigation Policy, Policy/Instruction No.10.4/0; and the FTA NTD reporting criteria.

All major collisions/incidents listed below require notification by telephone from the Contractor to SAFE within fifteen (15) minutes of the collision/incident:

1. A collision/incident with another WMATA-owned vehicle.
2. An equipment-related injury and/or possible equipment failure.
(example: vehicle brake failure).
3. A vehicle collision/incident resulting in property damage equal to or exceeding \$25,000 (\$25,000 estimate aggregate damage to all property involved).
4. A collision-/incident-related fatality.
5. A collision/incident resulting in three or more passenger injuries and/or a life-threatening injury requiring transport from the scene to a medical facility.

6. A collision/incident involving a pedestrian or bicyclist.
7. A vehicle rollover or layover.
8. A vehicle fire/thermal event.

Notify SAFE by telephone (email follow-up if requested or relevant). A telephone call is to be made using the numbers below, in the order listed, until contact is made:

1. Bus On-Call Safety On-duty Officer
Phone: 202-731-8657
Email: safetyoncall2@wmata.com<<mailto:safetyoncall2@wmata.com>>
2. John McNeil, Manager, Bus Safety
Phone: 202-834-5534
Email: jxmcneil@wmata.com<<mailto:jxmcneil@wmata.com>>
3. Raquelle Gilbert, Deputy Chief, Bus Safety
Phone: 202-997-3253
Email: ragilbert@wmata.com<<mailto:ragilbert@wmata.com>>

The Contractor is responsible for complying with its drug and alcohol testing program requirements for post-accident/incident testing. Refer to Section 3.1.4, C of this SOW for more details on drug and alcohol testing requirements.

C. Digital Video Recording System

Buses operated by the Contractor are currently equipped with stand-alone digital video recording systems (DVRs). The onboard mounted systems consist of interior and/or exterior mounted and focused cameras used to help mitigate insurance claims for liability and personal injury, resolve customer service issues, address crime and security problems, mitigate graffiti, investigate auto/pedestrian related accidents and review operations. The DVRs are not specifically intended to monitor bus operator behavior.

The Contractor shall maintain the DVRs according to the original equipment manufacturer (OEM) specifications and operate the equipment according to WMATA policies.

D. Personnel Safety

The Contractor is responsible for conducting safety training and providing safety procedures for all personnel. The Contractor's plan should address safety training for all personnel including new personnel.

E. Monthly Accident and Injury Reporting and NTD

The Contractor is responsible for entering accidents, incidents, and injuries into WMATA's Safety Measurement System (SMS). WMATA shall grant the Contractor access to the system. The Contractor must submit the required accident and injury data to WMATA within 24 hours. The Contractor is responsible for remaining current with the FTA's NTD Safety and Security requirements.

F. Continuity of Operations Plan

The Contractor shall provide WMATA a continuity of operation plan specific to its Cinder Bed Garage operation. The COOP provides strategic guidelines necessary for enhancing the Contractor's ability to continue or rapidly resume essential transportation services regardless of an emergency, incident, threat, or infrastructure disruption. The COOP details mission, objectives, activation, and coordination concepts. A copy of WMATA's COOP can be found in its SSPP.

It is the Contractor's responsibility to update its COOP as necessary to remain current, and to ensure WMATA receives a copy of the current document. The Contractor shall exercise its COOP at least annually to ensure its sufficiency.

The Contractor shall submit a COOP to WMATA for review and approval **(CDRL 0014)**.

G. Environmental Management Program and Regulatory Compliance

As part of its responsibility, the Contractor shall designate an Environmental Compliance Officer (ECO) who will be charged with all environmental program management, oversight and reporting requirements. The ECO shall coordinate with, and shall be the point of contact for, WMATA/SAFE/EMIH. The ECO will be responsible for monitoring and reporting on compliance and permits, including any notices of violation and citations related to environmental management. The ECO will maintain all environmental records that include, but are not limited to, training, permits, waste manifests/bills of lading, inspection reports, testing reports, spills/releases and corrective action. The ECO shall conduct regular facility inspections, document results, take corrective action when required or report to WMATA if related to the facility maintenance (if the facility option is not exercised), and maintain records. Copies of all environmental program management records shall be submitted to WMATA/SAFE/EMIH.

The Contractor is responsible for the management, safe use and disposal of all hazardous materials used in operations at the Cinder Bed Road facility. The Contractor must submit Safety Data Sheets (SDSs) for all chemical products it proposes for use for bus operations and maintenance at the facility.

WMATA/SAFE/EMIH must review and approve the SDS using the on-line Intranet application prior to procurement and use. The Contractor must comply with the requirements in the WMATA SDS Approval Package to use the chemical products safely.

Spills or releases of any quantity of hazardous substances, including fuels and lubricants, on or from WMATA property shall be reported immediately to the Maintenance Operations Center at 202-962-1530. Provide notifications to regulatory agencies, as required. Provide reports to regulatory agencies and to WMATA.

The Contractor shall submit a Hazardous Materials Management Plan **(CDRL 0015)** that complies with WMATA's Environmental Management Policy Manual, and all applicable federal, state, local, and EPA laws, policies, and regulations to WMATA for review and approval.

)If the WMATA exercises the facility option for this contract, the Contractor's Hazardous Materials Management Plan must include Hazard Materials Management processes and procedures for the operation of the Cinder Bed Road Facility. See Section 8.3)

WMATA may, at its own discretion, conduct periodic audits and inspections to assure compliance with all federal, state, and local requirements and with the Contractor's Hazardous Materials Management Plan.

2.2.8 Security

(Contractor will do less than 100% with WMATA certification of its ID Badge Management Plan and Key Control Policy, and interface with WMATA as noted in this section.)

A. Personnel ID Badges

The Contractor's staff will be issued ID badges by WMATA in accordance with WMATA policies. The ID will allow the Contractor access to the Cinder Bed Facility, and will allow its bus operators to log-on to the information systems installed in each bus. It is the responsibility of the Contractor to maintain proper accountability of WMATA issued ID badges. This includes processes for obtaining badges from WMATA, accounting for badges throughout each of its personnel's tenure, and for collecting and returning badges to WMATA for staff whose employment has ended. It is the responsibility of the Contractor to ensure badges are utilized consistently with WMATA's security policies and procedures.

The Contractor shall coordinate with WMATA's ID Office to obtain badges. WMATA charges fees for lost badges. The fees are currently \$5 for the first lost badge, and \$25 for subsequent lost badges. These fees are subject to change.

The Contractor shall submit a Personnel ID Badge Management Plan to WMATA for review and approval (**CDRL 0016**).

B. Building Access

The Contractor shall coordinate with Metro Transit Police Department (MTPD) to ensure WMATA's property is adequately secured. The Contractor is responsible for the overall security of the Cinder Bed garage and shall comply with any security directives issued by WMATA and the MTPD. This includes access control to the facility. MTPD will be responsible for providing security to control access to the property. The Contractor's personnel will be issued ID badges as described in Section 2.2.8 of this document. The badges always will be displayed on WMATA property, and will be shown on demand to MTPD or security personnel. WMATA reserves all rights to access the facility and property.

The Contractor will comply with WMATA's key control policies and procedures. Strict key control will be necessary to properly secure the site while the Contractor performs its duties.

The Contractor shall submit a Key Control Policy to WMATA for review and approval (**CDRL 0017**).

C. Security Training

The Contractor's training plan shall address how it will provide security awareness to its personnel. The training will address the following elements at a minimum: ID badge policies and procedures, key control, and awareness of suspicious activities.

D. Closed-circuit Television

The Cinder Bed garage is equipped with a closed-circuit television (CCTV) system operated by WMATA. The Contractor shall not install its own CCTV system. Access to WMATA's system shall be granted as required by the Contractor through MTPD. The Contractor is responsible for coordinating with MTPD on procedures for granting access to users, training on the operation of the system, and access to actual recordings.

2.3 Revenue Service Delivery

2.3.1 Bus Operations Communications Center

(Contractor will do less than 100% and will interface with WMATA as noted in this section.)

WMATA's BOCC shall be responsible for all street operations of Metrobus service to include WMATA-operated and Contractor operated service. Contract operators and service operations managers shall work at the direction of BOCC while provisioning Metrobus service.

WMATA BOCC shall monitor the service delivery and operations and respond to trouble calls, emergency calls, voice or other communication requests, and text-based messages to and from contract operators (whether by the CAD/AVL system or by telephone). WMATA's BOCC shall contact Contractor field supervisors to respond to communication from Contract operators requiring support.

The Contractor shall respond to BOCC calls for support within two (2) minutes of a request, and shall respond to the vehicle requiring support within fifteen (15) minutes of confirmation of such request. Disabled buses blocking traffic shall be cleared within thirty (30) minutes of an initial report unless a faster response is required by WMATA, MTPD, other emergency personnel regardless of jurisdiction, responding authority, or other another emergency situation.

WMATA BOCC will contact the Contractor to dispatch field supervisors as appropriate to address any service-related issues reported by operators that require support.

WMATA will record service disruptions, emergencies, and other service exceptions and occurrences as appropriate utilizing existing processes and procedures to be included in daily and monthly service reporting activities performed by WMATA or by the Contractor upon WMATA request.

In emergency situations, the Contractor shall comply with all WMATA directives, if any, until the emergency has passed. Further, WMATA reserves the right to assume management of Cinder Bed Road operations in an emergency.

Please refer to Exhibit D - BOCC Controller and Division Dispatch Responsibilities for a table detailing the interface between BOCC and the Contractor's field supervisors/operators.

2.3.2 Operators

(Contractor will do 100% but is subject to WMATA interface in regard to revenue verification, as noted this section.)

The Contractor shall ensure proper bus operator staffing levels, including “extra board” or contingency staff to proactively address shortages and/or “call outs,” to deliver service as scheduled by WMATA

Operators shall complete pre-trip inspections prior to pull-out and post-trip inspections following pull-in. As a reference, WMATA’s pre-trip inspection card can be found in Exhibit E – Pre-Trip Bus Condition Card. During the post-trip inspections, operators must perform a thorough walk through of the bus, pick up any loose trash or debris, and ensure there are no passengers still on board. The Contractor shall ensure that the operator report and turn-in time is sufficient to ensure thorough pre-trip and post-trip inspections and reporting.

Operators shall utilize Single-Sign-On Procedures prior to each trip in accordance with Section 2.2.5 Single-Sign-On procedures. The Contractor shall ensure that all contract operators log-in to the AVL system prior to scheduled pull-out from the operating division and/or start of revenue service, whichever occurs earlier or first. WMATA will regularly monitor compliance with log-on procedures.

During periods of inclement weather and when feasible bus operators will be expected, as part of a progressive customer service approach, to pull into the assigned passenger boarding area/bay at all Metrorail stations and other route terminal locations during their layover or recovery period to allow passengers to board the bus and be out of the elements if the boarding area is not occupied by another vehicle.

Operators shall report emergencies (i.e., accidents, incidents, suspicious activity or packages, and fires), service disruptions, and other occurrences directly to WMATA BOCC and respond to BOCC instructions.

Operators shall comply with the Contractor’s policy prohibiting the use of mobile phones and electronic devices while operating any WMATA-owned revenue vehicle.

Operators shall fully comply with all requirements of the ADA.

Operators shall accommodate use of the vehicle mounted bicycle rack.

Operators shall ensure fare collection and recording of each boarding by fare type, including recording of non-fare boarding as set forth by the WMATA and regional fare policies. The Contractor shall enforce WMATA’s Approved Fare Tariffs (Exhibit F), which is subject to change. The Contractor shall ensure that:

- A. Fareboxes are operational
- B. Operators log on to fareboxes via Single-Sign-On or manual log-on
- C. Fares are charged and collected from passengers at the point of boarding

- D. Operators record instances of fare evasion by pressing the correct farebox operator control unit button
- E. Passengers paying reduced cash fares or boarding with reduced fare media are eligible
- F. SmarTrip cards including those with mutilated pictures are graphics are electronically processed by the farebox to ensure eligibility for fare payment
- G. All passengers can activate/validate their SmarTrip-enabled passes in an approved manner with the farebox
- H. Operators answer questions about fares
- I. Operators log off fareboxes

WMATA or its QA/QC contractor may monitor fare collection procedures. The Contractor shall be liable for uncollected fares resulting from failure to ensure fare collection and recording of all boarding types. The recovery of uncollected fares for which the Contractor is liable shall be determined by WMATA.

For stops located at the Pentagon, the Contractor and its Bus Operators are required to:

- Comply with Pentagon Force Protection Agency (PFPA) directions, safety instructions, and restrictions
- Complete bus policing and security sweeps with each entry to the station
- Train and be prepared to follow all emergency plans and practices relative to PFPA and WMATA SOPs (refer to Exhibit L for all SOPs)
- Be prepared to operate service from alternative locations, such as Pentagon City or Crystal City Metrorail stations, at the direction of the WMATA BOCC
- Incorporate all future Notice to Operators into operator and supervisor training

2.3.3 Field Supervisors

(Contractor will do 100% but with WMATA interface, in terms of BOCC communications, as noted in this section.)

The Contractor shall provide field supervisors for street supervision of contracted service including the monitoring of schedule adherence, accident/incident investigation, on-street operation, and on-route compliance. This supervision must include conducting ride checks (on-board) to ensure operator adherence to procedures (e.g., fare collection, ADA compliance, and passenger relations). Such supervision must also include responses to accident/incident investigations as soon as possible.

Field supervisors must be present at all times and in sufficient number when services are scheduled to operate. WMATA reserves the right to provide similar investigations and adherence checks of its own, without notice, to ensure Contractor's compliance with terms of the Contract.

The Contractor shall schedule field supervisors in sufficient quantity and with sufficient time to enable them to check all routes for obstructions, hazards, and more prior to the start of revenue service.

Field supervisors shall comply with the Contractor's policy prohibiting the use of mobile phones and electronic devices while operating any non-revenue vehicle. Hardwired and docked laptops and other CAD/AVL equipment in use by field supervisors for CAD/AVL monitoring and communications are exempt when the vehicle is stopped and secured.

Field supervisors will maintain communications with WMATA BOCC while responding to support calls, keep BOCC advised of statuses, and report when normal revenue service is restored.

The Contractor shall submit a Field Supervisor Scheduling Plan to WMATA for review and approval (*CDRL 0018*).

2.3.4 Dispatch Personnel

(Contractor will do 100% but with WMATA BOCC interface as noted in this section.)

The Contractor shall provide adequate dispatch personnel to enable effective operator/vehicle assignments and prompt responses to all areas of operations when situations occur that could impact the Contractor's service.

The Contractor shall monitor communications between WMATA's BOCC staff and operators and respond as necessary or as directed by WMATA's BOCC.

WMATA's BOCC staff shall be able to monitor any additional radio communications between the Contractor's dispatch office and Contractor's operators.

Dispatch personnel and field supervisors shall be on duty at all times when services are scheduled to operate.

2.3.5 Uniform Requirements

(Contractor will do 100% but is subject to WMATA certification of its Uniform Plan as noted in this section.)

The Contractor shall provide standardized uniforms requiring the inclusion of WMATA ID. At all times while on duty, vehicle operators, maintenance personnel, field supervisors, and any customer-facing personnel shall be neat in appearance, well groomed, clean, and dressed in the complete uniform.

The Contractor shall submit a Uniform Plan to WMATA for review and approval (CDRL 0019).

2.3.6 Radios

WMATA currently uses Motorola APX™ Project 25 portable radios for communication. The Contractor shall procure and provide radios to dispatchers, operators, and other personnel as necessary to ensure that Contractor staff can maintain communications with and monitor, respond to, and contact WMATA and Contractor staff as needed during revenue service operations.

The Contractor must also coordinate with WMATA to ensure that radios are properly programmed to ensure compatibility with existing WMATA radio operations.

2.3.7 Americans with Disabilities Act of 1990 Compliance

(Contractor will do 100% without WMATA interface or restriction.)

The Contractor shall assign staff and establish a process that complies with the ADA of 1990, as amended. Contractor staff will provide an effective rescue system when passengers who use a wheelchair or authorized mobility device require a lift or ramp and are stranded due to an inoperable lift, ramp, or vehicle.

Minimum rescue policy standards for passengers using wheelchairs are:

- A. If the passenger will be stranded for more than thirty (30) minutes, the Contractor shall rescue the passenger.
- B. Vehicles that are dispatched for rescue shall attempt to pick up the stranded passenger within thirty (30) minutes of the request for rescue.
- C. The Contractor shall ensure that all managers, operators, road supervisors, and dispatchers are trained annually on rescue procedures, mobility device movement, securement, safety, and passenger sensitivity.

2.4 Revenue Vehicles

2.4.1 WMATA Furnished Vehicles

(Contractor will do less than 100% and WMATA will provide all revenue vehicles with contractor responsible for day-to-day maintenance as noted in this section.)

All revenue vehicles (buses) needed for Cinder Bed operations shall be owned and provided by WMATA. However, day-to-day maintenance and operation of vehicles at Cinder Bed will be the Contractor's responsibility. This includes services defined in the Scope of Work as providing operational staff, mechanics, parts, fuel, lubricants, and supporting asset management program.

Not including spare allowance, about 63 buses are expected to be needed for operation daily, with the total inventory not to exceed 75 buses. The overall recommended fleet ratio is 18%.

The Contractor shall put all vehicles into service on a fixed rotation schedule to ensure vehicle miles and hours are accumulated equally.

Approximate revenue vehicle requirement in base and a.m./p.m. peak service on weekdays, Saturday and Sunday for each Route can be found in Exhibit A – Cinder Bed Road Division.

WMATA intends to provide 75 buses available for the Contractor's use pursuant to the terms of the contract and this Scope of Work. The make-up of these 75 buses are as follows:

- New Flyer 2008 DELFA 42-foot Diesel-electric Hybrids – 69 Buses
- Orion VII 2012 30-foot Diesel-electric Hybrids – 6 Buses

2.4.2 Technology on Vehicles

(Contractor will do less than 100%; WMATA will provide all on-board vehicle technology associated with revenue vehicles and contractor will be responsible for maintenance as noted in this section.)

All required technology systems and equipment will be provided by WMATA and will be installed, fully tested, and made functional on the revenue vehicles prior to acceptance by the Contractor.

Such technology equipment will be further maintained/repared by the Contractor following WMATA's established standards, practices, and procedures under oversight by WMATA. Suitable reporting procedures for meeting audit requirements will be established once the contract is awarded.

2.4.3 Transfer of Vehicles and Support

(Contractor will do less than 100% and will participate in vehicle inspection upon receipt and return in coordination with WMATA as noted in this section.)

WMATA or its third-party QA/QC contractor will inspect the transitioning vehicles, documenting all apparent safety and operating repairs to be corrected. The Contractor will receive each WMATA vehicle after the vehicle has been thoroughly inspected by WMATA or its third-party QA/QC contractor. For each vehicle transferred, all parties involved shall approve a vehicle transfer checklist provided by WMATA or its third-party QA/QC contractor.

The Contractor shall assume responsibility for and insure the vehicle upon acceptance and delivery of each vehicle.

The Contractor shall ensure each vehicle returned to WMATA is in the same operating condition and appearance as it was when received by the Contractor; subject to reasonable wear and tear based on mileage and age or unless otherwise authorized by WMATA.

2.4.4 Maintenance Records

(Contractor will do 100% without WMATA interface or restriction.)

The Contractor shall maintain computerized maintenance records for all maintenance activities. WMATA currently uses Maximo software as outlined in Section 2.5. The Contractor's records shall be readable by Maximo. Any work order generated by an inspection form must have the inspection form attached. The Contractor shall retain hard copies of inspection forms accessible for on-site audits. The Contractor must have a QC program in place.

2.4.5 WMATA Reserves the Right to Rotate Buses

(Contractor will do 0% but must interface with WMATA as noted in this section.)

WMATA reserves the right to rotate buses within its fleet including some of the buses assigned to Cinder Bed. While exchanging the buses, care will be taken to exchange like-for-like buses so as not to negatively impact Cinder Bed Road performance and the Contractor's investments in heavy repairs.

2.4.6 Access to Vehicles and Records

(Contractor will do 0% but must interface with WMATA as noted in this section.)

During the Contract period, WMATA will have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced visits or inspections of the facility. This includes total access to any electronic program or system(s), which maintain any records (present or historical) for WMATA assets supplied under the Contract. WMATA reserves the right to conduct routine vehicle inspections, scheduled and unscheduled, with the Contractor's designated representative at WMATA's request.

2.4.7 Safety Inspection by WMATA

(Contractor will do less than 100% and WMATA shall have the right to conduct safety inspections with the contractor responsible for correcting deficiencies and following SOPs as noted in this section [refer to Exhibit G for all SOPs].)

At its sole discretion, WMATA shall have the authority to conduct a safety inspection on any of its vehicles that are in the custody of the Contractor. Furthermore, WMATA shall have the authority to take out of service any vehicle for any safety reason until repairs are completed. Such action does not relieve the Contractor of the duty to provide service under the terms of the Contract.

The Contractor is responsible for all corrective maintenance (CM) actions identified by WMATA. All safety deficiencies must be corrected within five (5) working days of the inspection and before the vehicle is put back into service. Safety deficiencies which can place a bus out of service are outlined in WMATA SOP 1.16 Bus Safety Related Mechanical Defects (refer to Exhibit G).

No bus with known safety-related or ADA-related defects may be operated in revenue service as defined in SOP 1.16 (refer to Exhibit G), including a non-working fire suppression system, expired or missing fire extinguisher, inoperative DVRS systems, expired DC inspection, or missing or expired registrations.

All other deficiencies noted during the safety inspection must be corrected as follows and in accordance with the Contractor's Management of Deferred Maintenance Plan:

- A. Mechanical deficiencies within seven (7) calendar days of WMATA's inspection
- B. Paint/body/aesthetic deficiencies within thirty (30) days
- C. On-board system deficiencies prior to the vehicle's return to service

WMATA reserves the right to schedule a follow-up joint inspection to ensure that all items identified for repair have been corrected.

2.4.8 WMATA Operations and Contract Oversight Staff

(Contractor will do 0% but must interface with WMATA as noted in this section.)

WMATA may assign maintenance, operations, and contract oversight staff to be located at the Cinder Bed transit facility. WMATA will designate a permanent, secure work space for WMATA's maintenance, operations, and oversight staff at the facility.

2.5 Revenue Vehicle Maintenance

2.5.1 Maintenance Management System (Details provided in Information Technology section)

(Contractor will do less than 100% and will interface with WMATA's existing Maximo system as noted in this section.)

The Contractor will be responsible for maintenance of vehicles and on-board systems, and shall maintain records for same. The Contractor will interface with WMATA's

Maximo system. WMATA uses IBM Maximo Enterprise Management Software to manage its fleet of buses. Currently Version 7.5.0.9 is planned to be upgraded in May 2018.

The Contractor shall, at a minimum, track and record:

- A. Work orders (included but not limited to preventive maintenance (PM) and CM work)
- B. Vehicle life mileage
- C. Road calls
- D. Fuel usage
- E. Any vehicle history or work activity pertaining to WMATA assets
- F. Labor hours
- G. Parts usage
- H. Vehicle and farebox preventative maintenance inspections by vehicle number, date/time, and mileage
- I. Engine tune ups
- J. Any inspection and data required by state or federal regulation
- K. Life cycle cost by unit
- L. Warranty tracking

2.5.2 Revenue Vehicle Maintenance

(Contractor will do 100% but is subject to WMATA certification, its Fluid Analysis Program Plan and Vehicle Maintenance Plan, and compliance with WMATA's SOPs as noted in this section [refer to Exhibit G for all SOPs].)

The Contractor shall develop and implement a Vehicle Maintenance Plan. The Contractor shall ensure that its Vehicle Maintenance Plan at a minimum, meets the standards as set forth in Exhibit H – Preventive and Corrective Maintenance Program and Exhibit G – Bus Maintenance SOPs including BMNT SOP 1.2 – A Level Preventative Maintenance Service (PM-A), BMNT SOP 1.3 – B-Level Preventative Maintenance Service (PM-B), and all applicable WMATA Bus Maintenance SOPs (refer to Exhibit G for all SOPs) and life cycle plans.

The Contractor's Maintenance Plan must also meet all applicable Federal, State, and Local regulations pertaining to the maintenance of transit vehicles and at a minimum meet the standards set forth in WMATA's bus maintenance policies and procedures.

The Contractor shall establish a Fluids Analysis Program that incorporates analysis of bulk fluid deliveries as well as routine component fluid analysis to include engine, transmission/drive unit, hydraulic, and rear differential fluids.

The Contractor shall submit a Fluids Analysis Program Plan to WMATA for review and approval (**CDRL 0020**).

The Contractor shall submit a Vehicle Maintenance Plan to WMATA for review and approval (**CDRL 0021**).

2.5.3 Compliance Audits

(Contractor will do 100% subject to WMATA interface as noted in this section.)

The Contractor is required to maintain compliance with all Federal, State, and Local regulations pertaining to the maintenance of transit vehicles. The Contractor's maintenance program is subject to audit by WMATA Safety and/or Federal authorities for FTA and other legal requirements.

2.5.4 Vehicle Service Requirements

(Contractor will do 100% subject to WMATA certification of its Warranty Administration Plan and Graffiti Abatement Plan and compliance with other provisions as noted in this section.)

The Contractor shall provide supervision during all work shifts to ensure that its maintenance technicians maintain vehicles in compliance with required specifications. The Contractor will be responsible for all maintenance and shall maintain records for same.

- A. The Contractor shall perform all routine PM, heavy repair, running repairs, and major and minor cleaning necessary to keep WMATA furnished vehicles in a safe, reliable, and well-maintained condition. The Contractor shall ensure that all on-board systems are fully functional and operational.
- B. The Contractor, at its sole cost, shall maintain vehicles in the same operating condition and appearance in which the vehicles are received, subject to reasonable wear and tear based on mileage and age and without any cost to WMATA.
- C. The Contractor shall ensure that all vehicles have fully operational heating, ventilation, and air conditioning (HVAC) systems, wheelchair ramps and lifts, securement belts, flip seats, radios, DVRS, CAD/AVL components, automatic passenger counter, fareboxes and destination signs, and any other on-board systems required for service.

- D. The Contractor shall ensure that all vehicles have required current certifications including DC annual inspections and current registrations.
- E. The Contractor must notify WMATA at least 30 days prior to expiration of an individual vehicle registration to allow sufficient time to procure renewals. WMATA must be notified immediately of any missing registrations.
- F. The Contractor shall ensure that all vehicles are free of body and decal damage and any other defects, have no missing or unpainted panels, flats, curbing, or missing lugs, and with wheels and tires at proper inflation.
- G. The Contractor shall ensure that all vehicles are free of graffiti. The Contractor shall submit a Graffiti Abatement Plan to WMATA for review and approval. **(CDRL 0022)**. The plan shall include steps that will be taken to address graffiti on the interior and exterior of revenue vehicles, emphasizing the Contractor's efforts in keeping graffiti on the buses to a minimum.
- H. The Contractor shall ensure that all safety items are fully operational (e.g., lights, brakes, horn, tires, wheelchair tie downs, seat belts, fire suppression systems, fire extinguisher)
- I. The Contractor shall ensure that all parts are properly attached using the same number and quality fasteners as installed by the OEM.
- J. The Contractor shall maintain a clean appearance at all times of the exterior and interior of the vehicle while in service.

No vehicle may be repaired with parts taken from another vehicle for any reason without prior authorization from WMATA. All vehicles and systems must be maintained properly as required by WMATA, OEM, and the Contractor's Vehicle Maintenance Plan, and the Contractor may not jeopardize the continuation of any warranties that exist on a particular vehicle or part from the OEM.

The Contractor will administer the warranty program for all the revenue service vehicles provided by WMATA. If a warranty or warranty claim is void, denied, or not submitted in a timely manner due to negligence or lack of proper maintenance, the Contractor shall cover any costs arising from negligent warranty administration. The Contractor shall submit a Warranty Administration Plan to WMATA for review and approval **(CDRL 0023)**.

The Contractor shall ensure the Luminator Destination Sign, Clever Devices ITS system, and Farebox systems installed on buses have been programmed with currently approved WMATA software revision or database level and are fully functional prior to use in revenue service.

2.5.5 Fueling, Servicing, and Interior Cleaning

(Contractor will do 100% with WMATA certification of its Vehicle Cleaning Plan and Vehicle Cleaning QA Plan, and compliance with WMATA SOPs as noted in this section [refer to Exhibit L for all SOPs].)

The Contactor shall provide supervision to ensure that service personnel maintain vehicles to the required specifications. The Contractor shall accurately record fuel and lubricant usage in Fleet Watch either dispensed while servicing the bus daily or while undergoing maintenance. The Contractor shall also record vehicle mileage and report this information in Maximo.

Vehicles returning from revenue service must be serviced as described below and to the same standards set forth in WMATA SOP 1.13 Service Lane Operations (refer to ExhibitGL) and WMATA SOP 1.8 Bus Interior Cleaning (refer to Exhibit G). The Contractor shall at a minimum:

- A. Fuel and service all vehicles to include checking and filling, as necessary, motor oil, transmission fluid, hydraulic fluid, coolant, and windshield washer fluid and record all tasks daily.
- B. Sweep and mop all vehicle floors. Buses must not be hosed out for cleaning. The operator's area must be wiped down, including, but not limited to, the dash controls, dashboard, and above the operator area and along the front dashboard.
- C. Clean vehicle interiors and exteriors to maintain the vehicle in a clean, dust free, and professional appearance. Interiors must be wiped down to achieve cleanliness of the entire vehicle interior. Special attention must be given to ensuring the vehicle exterior is kept clean with special attention given to the rear of the vehicle. Vehicles used in revenue service must go through the bus wash bay as often as necessary to maintain the vehicle with a clean and professional appearance.
- D. Clean vehicle rims as often as necessary to maintain the vehicle with a clean and professional appearance.
- E. Every thirty (30) days, a detailed, intense cleaning of the interior and exterior of each vehicle must be performed. Detailed exterior cleaning involves cleaning of exterior areas including, but not limited to:
 - 1. Engine compartments
 - 2. Wheels
 - 3. Back-ends
 - 4. Underbody

Detailed interior cleaning must address the entire interior and will consist of, but not be limited to, the following:

- A. Clean passenger accidents.
- B. Remove gum from all surfaces.
- C. Remove and clean debris from ventilation system, dashboard, and operator's area including seating area, window ledges (including tracks), and all interior bus areas as necessary.
- D. Vacuum entire interior of vehicle as necessary.
- E. Lightly spray and damp-wipe steering wheel, and dash area, including gauges, as well as windshield, plexiglass partitions, mirrors, seats, stainless steel rails, and farebox.
- F. Sweep front and rear aprons, sidewalls, wheels, and step wells.
- G. Empty trash receptacles and other debris from the interior of the bus.
- H. Wipe down access doors.
- I. Clean ceiling, dome lights, stanchions, handrails, window ledges, and tracks.
- J. Mop and scrub bus floors, steps, and stepwells and any other areas of the bus covered by the same material. Clean driver's floor area by scrubbing with brushes, as required, until clean.
- K. Clean all windows, mirrors, and fareboxes.
- L. Clean and remove all graffiti and stickers.
- M. Clean elderly and disabled seatbelts and return to retractors.

The Contractor shall perform weekly and quarterly disinfecting during flu season (October 1 through April 30). The Contractor shall disinfect the bus by lightly misting the entire bus interior and directly misting the hand contact surfaces including the farebox, handrails, and seat backs with a WMATA-approved disinfectant.

All chemicals used for cleaning must be approved by bus manufacturers and WMATA to ensure no adverse effects to components or patrons. The Contractor shall include a listing of all cleaning agents used as part of its Vehicle Cleaning Plan.

The Contractor shall establish and implement a vehicle cleaning plan and vehicle cleaning quality assurance plan to ensure that the vehicles are cleaned in compliance with the requirements set forth in this work scope.

The Contractor shall submit its Vehicle Cleaning Plan (**CDRL 0024**) and Vehicle Cleaning QA Plan (**CDRL 0025**) to WMATA for review and approval.

2.5.6 Fare Collection and Control

(Contractor will do 100% but subject to WMATA interface in regards to periodic audits as noted in this section.)

A. Farebox Probing and Vaulting

All cash boxes must be emptied and fareboxes probed by Contractor staff for vehicles operating in revenue service daily. The Contractor shall keep a log of each revenue vehicle probed and cash box emptied and report to WMATA any problems encountered with the process daily.

The Contractor shall exchange the facility mobile vaults with empty vaults daily (Monday through Friday) when WMATA arrives to pick them up and provides an empty one. WMATA will transport all fare revenue from Cinder Bed transit facility.

WMATA reserves the right to perform periodic onsite farebox audits.

The Contractor will be responsible for performing CM and PM of the fareboxes.

2.5.7 Fuel

(Contractor will do 100% with WMATA interface, in terms of inventory reporting, as noted in this section.)

WMATA uses Diesel #2 ultra-low sulfur diesel (ULSD) fuel for its fleet. The Contractor will procure its own fuel. The Contractor will be responsible for receipt of delivery, verification of quantity, and notation of fuel delivery indicators, and discrepancies in volumes to be received and actual quantities received, validating and reporting all fuel usage, and reconciling inventories to WMATA on a regular basis, but no less than monthly.

The Contractor shall provide fuel and maintenance for all non-revenue vehicles. WMATA will not pay for the fuel or maintenance costs of the non-revenue vehicles. At its own cost the Contractor may utilize WMATA's fuel contract to purchase fuel or it may choose to enter into a contract of its own with a fuel contractor.

Each bulk delivery of fuel must be sampled in accordance with the Contractor's Fluids Analysis Program to ensure fuel meets the engine manufacturer's minimum specifications.

WMATA Fuel Specifications:

<https://www.wmata.com/about/business/procurement/solicitations/documents/RFP%20CQ17100%20CPR%20Diesel%20Fuel.pdf>

Technical Specifications:

- A. ULSD (#15 parts per million) Diesel #2 and shall be volatile, hydrocarbon fuel, free from water and suspended matter, and shall meet the physical and chemical requirements of the product specifications.
- B. The fuel must meet the U.S. Environmental Protection Agency's (EPA's) requirement for on highway vehicle fuel.
- C. WMATA requires the winter blend conditioner/antigel to be added to the ULSD from October 1st through March 31st. The winter blend conditioner/antigel must be pre-mixed, offsite prior to delivery.

2.5.8 Tires

(Contractor will do 100% but subject to WMATA interface as noted in this section.)

The Contractor shall be responsible for providing tires for all revenue vehicles. All replacement tires provided by the Contractor must be OEM quality or a grade better as specified for the WMATA buses supplied under this contract. The Contractor may not install re-grooved, retreaded, or recapped tires on any agency-owned vehicle. The Contractor shall be responsible for maintaining an adequate inventory of tires to minimize vehicle downtime.

The use of snow chains on buses is not permitted unless approved by the tire manufacturer and WMATA. Snow tires or all-season tires may be utilized at the Contractor's discretion.

2.5.9 Parts and Lubricants

(Contractor will do 100% but subject to WMATA restriction as noted in this section in regard to approved/OEM parts and approved/OEM lubricants.)

The Contractor must establish and maintain an ongoing spare parts inventory sufficient to adequately maintain buses to meet peak hour vehicle requirements.

To improve the reliability of its fleet, reduce the risk of any denial of warranty claims from the OEM manufacturers, and meet the heavy-duty life cycle demands of the buses WMATA has developed a standardized list of approved replacement parts and lubricants.

A full listing of WMATA's standardized approved parts has been loaded into the Maximo system. The Contractor shall first seek to utilize WMATA-approved replacement parts. If

a replacement part(s) cannot be found in the Maximo list, the Contractor shall procure and use OEM or equivalent parts, and certify compliance with this requirement.

A full listing of WMATA's standardized approved lubricants can be found in Exhibit I – PM Fluid Lubrication Chart. The Contractor shall first seek to utilize WMATA-approved lubricants. If a lubricant cannot be found in the approved list, the Contractor shall procure and use OEM or equivalent lubricants, and certify compliance with this requirement.

2.5.10 Corrective Maintenance and Running Repairs

(Contractor will do 100% but is subject to WMATA certification, its Management of Deferred Maintenance Plan, and WMATA SOPs as noted in this section [refer to Exhibit G for all SOPs].)

The Contractor is responsible for performing all CM and running repairs. If CM repairs are identified, the Contractor shall complete the repairs in accordance with its Management of Deferred Maintenance Plan. The Contractor's Management of Deferred Maintenance Plan must at a minimum conform to the standards set forth in WMATA SOP 1.17 Management of Deferred Maintenance (refer to Exhibit G).

The Contractor shall submit a Management of Deferred Maintenance Plan to WMATA for review and approval (**CDRL 0026**).

Any safety-related defects, as defined in WMATA SOP 1.16 Bus Safety Related Mechanical Defects (refer to Exhibit G), must be repaired before placing a bus into revenue service.

2.5.11 Major Repairs

(Contractor will do 100% but subject to WMATA interface as noted in this section.)

The Contractor is responsible for performing all major repairs. The Contractor shall correct all deficiencies considered to be major repairs, including but not limited to:

- A. Engine overhauls
- B. Transmission rebuilding
- C. Differential/rear axle rebuilding
- D. Significant body damage and repairs
- E. Other repairs deemed major repairs by WMATA, by providing such designation to the Contractor in writing

Major repair work must be scheduled for repairs no later than seven (7) working days from the time it is identified.

Major repair work must be completed within ten (10) working days from the date it is scheduled. The Contractor shall notify WMATA in writing of any repair work requiring more than ten (10) working days to complete.

Failure by the Contractor to repair or maintain WMATA furnished vehicles, as defined by the submitted Vehicle Maintenance Plan, may result in WMATA arranging for the repair or maintenance by WMATA at the Contractor's expense.

2.5.12 PM and CM of On-Board Systems and Technology

(Contractor will do 100% but subject to WMATA restriction as noted in this section in regard to fleet compatibility of any repaired or replaced components.)

The Contractor shall perform all required PM and CM of all on-board equipment including but not limited to:

- ITS/AVL System: which includes radio, APC, Smart Yard, cellular
- Destination signs
- Fleet watch
- Fire suppression system
- CCTV
- Fareboxes

The Contractor shall repair or replace any faulty serviceable components. Should serviceable components above become obsolete or unavailable, the Contractor will use compatible components to complete repairs.

The Contractor shall obtain and provide, and all service personnel shall have readily available, the following:

- Detailed interface descriptions and drawings of serviceable components
- Electrical schematics with specific pin-out connections, connector types, and wire or gauge sizes
- Definitions of all electrical connections with voltage, current, waveform, and impedance levels
- Component removal and replacement process
- Mounting diagrams

The Contractor shall test and repair malfunctioning equipment down to the discrete component level utilizing state-of-the-art test equipment at a Service and Repair

Facility. After repair, all serviceable components shall be tested and restored to factory specifications. Firmware shall be upgraded to current WMATA-approved release for each repaired unit, provided it is compatible with the current subsystem configuration. The Contractor shall program and configure units for immediate operational use in WMATA's fleet upon return.

The Service and Repair Facility shall have factory-trained and/or certified, fully equipped technicians for each element of the subsystem. Only factory-trained, and/or certified, fully- equipped technicians shall be assigned to respond to problems on the subsystem.

Contractor Responsibilities:

- Test and restore the equipment to factory specifications.
- Test equipment prior to shipment and operation.
- Reprogram or upgrade firmware to the latest release provided it is compatible with current subsystem.
- Clean external housing of the unit.
- Provide shipping to Contractor's on-site field service team
- Provide failure analysis reporting and documentation with each serviced unit

2.5.13 Farebox Spares

(Contractor will do 100% but subject to WMATA interface in regards to reporting malfunctioning fareboxes as noted in this section.)

WMATA will supply five (5) spare fareboxes to the Contractor prior to beginning revenue services under this contract. The Contractor will perform farebox maintenance on its planned schedule. If a malfunctioning farebox is found in revenue service, the contractor will inform WMATA. The Contractor will perform all PM and CM on the fareboxes and associated equipment.

2.5.14 Annual DC Inspection and Registration

(Contractor will do 100% with WMATA interface for the provision of annual reports on vehicle registration status, as noted in this section.)

The Contractor shall ensure that all vehicles have current annual DC inspections and DC registrations. The Contractor will submit annual reports to WMATA that provide the annual DC inspection and registration status for all revenue service vehicles.

The Contractor is responsible for obtaining all required paperwork associated with the annual DC inspection from WMATA, transporting the vehicles to the inspection facility,

and providing WMATA with proof of the inspection. WMATA will provide registrations as needed upon notification from the Contractor.

2.5.15 Body Work

(Contractor will do 100% but subject to WMATA restriction in regard to vehicle body work and painting as noted in this section.)

The Contractor shall be responsible for all vehicle body repair work and painting. All body work and painting must be performed to industry best standards or OEM specifications. No unit may be run in-service with any type of major body damage to the vehicle. This standard includes dings, cracked glass, and major scratches to any vehicle surface.

The Contractor will maintain the paint scheme of WMATA's branded buses and cannot change or modify the approved WMATA paint scheme.

2.5.16 Road Calls

(Contractor will do 100% but subject to WMATA interface in regard to entering work orders into the Maximo system, as noted in this section.)

A road call is any disruption of service caused by a mechanical failure that results in the dispatch of a maintenance or supervisory vehicle to correct and/or remove or replace the vehicle while in revenue service. Such mechanical failures shall not include those caused by issues related to passenger incidents and non-preventable accidents. The Contractor shall conduct and maintain accurate records of all road calls for Cinder Bed vehicles and routes regardless of whether the vehicle is changed out or repaired on location.

The Contractor must create a work order in the Maximo system for every road call.

2.5.17 Maintenance Campaigns

(Contractor will do 100% but subject to WMATA interface in terms of reviewing and approving Maintenance Campaign cost estimates as noted in this section.)

During the term of this contract, any labor and material cost to perform campaigns initiated by WMATA's bus engineering or the OEM bus manufacturer will be reimbursed to the Contractor.

Prior to beginning the campaign, the Contractor shall provide a detailed cost estimate for the work associated with the campaign to WMATA for review and approval.

2.5.18 Maintenance Performance Requirements

(Contractor will do 100% with only compliance certification to WMATA via regularly reports reflecting the KPIs as noted in Section 6.)

The Contractor shall comply with all the KPIs as specified in Section 6.

2.5.19 Non-Revenue Support Vehicles

The Contractor shall provide all support vehicles including, but not limited to, maintenance vehicles, road supervision vehicles, forklifts, scrubbers, tugs and tow trucks. The Contractor shall not use revenue vehicles for support functions, except where permission has been granted by WMATA for emergency situations. Support vehicles may be purchased or leased.

The Contractor shall furnish and maintain in good working order all necessary support vehicles to ensure mobility and timely response of field supervisors to the scene of accidents/incidents, road call maintenance, and other services as needed in support of revenue service. The Contractor is responsible for providing fuel for non-revenue vehicles.

The Contractor is responsible for any necessary towing and may utilize its own in-house personnel and vehicles or may enter into an agreement with a private towing firm.

2.6 Reporting Requirements

Periodic statements and reports for goals and objectives are listed in Table 2.6. Monthly reports are due on or before the tenth business day of the following month. WMATA reserves the right to add or change its reporting requirements and/or reports at any time.

WMATA and FTA required reports include, but are not limited to the reports listed in Table 2.6 Required Reports. WMATA and the Contractor may agree on reduced reporting requirements as mutual experience is gained during the life of the contract.

Table 2.6 Required Reports

Report Description	Frequency
SAFETY REPORTS	
Customer Injuries	Monthly
Personnel Injuries Operator Injuries Maintenance Injuries Other Injuries	Monthly
Bus Collisions Preventable Bus Collisions Non-Preventable Bus Collisions	Weekly
Accident Report	Within 48 hours of each occurrence
Vehicle Accident Summary Report	Monthly
Safety and Security Incident Report (NTD)	Monthly
QUALITY OF SERVICE REPORTS	
On-time Performance	Monthly
Mean Distance Between Failures	Monthly
Customer Complaints	Monthly
Incidents Transportation Incidents Maintenance Incidents	Monthly
Lost Trips Transportation Lost Trips Maintenance Lost Trips	Monthly
Personnel Absenteeism Transportation Absenteeism Maintenance Absenteeism	Monthly
Ridership	Monthly
COMPLIANCE REPORTS	
Preventative Maintenance Compliance Report	Monthly
Operator Log-on Compliance Report	Monthly
Vehicle Assignment Compliance Report	Monthly
ITS/AVL/Radio Functionality Compliance Report	Monthly
Maintenance Work Order Compliance Report	Monthly
Vehicle Preventive Maintenance Inspection (PMI) Compliance Report	Monthly
DC Inspection and Registration Status Report	Annually
OPERATIONS AND MAINTENANCE REPORTS	

Report Description	Frequency
Daily Operations and Vehicle Status Report	Daily
Farebox Probing Report	Daily
Weekly Maintenance Report	Weekly
Weekly Operations Report	Weekly
Wheelchair Rescue Report	Monthly
Road Call Report	Monthly
Vehicle Mileage Report	Monthly
Vehicle Detail Cleaning Report	Monthly
NTD Monthly Ridership Report (Currently MR-20)	Monthly
Vehicle Warranty Report	Monthly
Wheel Chair Lift Status Report	Monthly
APC System Status Report	Monthly
Mobile Radio Failure Status Report	Monthly
CAD/AVL Failure Status Report	Monthly
Mobile Data Terminal Status	Monthly
Annunciator Image Load Status Report	Monthly
Customer Service Reports	Monthly
NTD Report	Annually
Vehicle Engine Tune Up Report	Annually
MISCELLANEOUS REPORTS	
Contractor's Invoice	Monthly
Audited Financial Report	Annually

3. CONTRACTOR PERSONNEL

3.1 Minimum Qualifications and Key Personnel

3.1.1 Organization Chart

(Contractor will do 100% but subject to WMATA certification of its Organization Chart as noted in this section.)

The Contractor must provide an overall organization chart showing the level of staffing proposed to meet the Work requirements for start-up and annually for ongoing operations. The organization chart must start at the corporate level and continue down to the lowest reporting level. The chart must indicate the number of each type of personnel and job title. This chart must identify all required personnel, i.e.,

management, field supervisors, operators, mechanics, dispatchers, service/cleaning, support, and administrative staff by full-time and part-time status.

The Contractor shall submit an Organization Chart to WMATA for review and approval (CDRL 0027).

3.1.2 Key Personnel

(Contractor will do 100% but subject to WMATA interface in regard to key personnel qualifications and changes as noted in this section.)

The Contractor shall maintain the key personnel identified in its proposal for a minimum of eighteen (18) months from the Contract start date (or their assignment date if they are a replacement), unless they resign their employment with the Contractor. Key personnel shall include, at a minimum the following positions, General Manager, Maintenance Manager, and Operations Manager.

The Contractor shall notify WMATA in writing prior to removing, reassigning, or appointing an individual from or to any key personnel position (whether in an acting or permanent capacity). The Contractor will be responsible for transitioning responsibilities to any key replacement personnel to ensure a smooth transition (including using techniques such as job shadowing). For all key personnel, the Contractor shall fill vacancies subject to WMATA approval within forty-five (45) calendar days of the vacancy unless otherwise authorized by WMATA in writing.

All the Contractor's key personnel shall be assigned a minimum of forty (40) hours per week to this project unless otherwise approved in writing by WMATA. The offices of all Contractor personnel assigned to this Contract will be physically located at the Cinder Bed transit facility.

A. General Manager

The Contractor shall provide contract management through a General Manager at a level and capability sufficient to oversee and manage all activities associated with every aspect of this Scope of Work and the resulting Contract. The principal function of the General Manager shall be to supervise and provide expertise in all transit operations. The General Manager will work cooperatively with WMATA in assuring service quality.

Minimum Qualifications: The General Manager shall have a minimum of three (3) or more years of recent (within the past five years), direct successful experience as a manager supervising and running a fixed-route transit property/operation of comparable size and scope.

Minimum Qualifications: The Safety Manager shall have a minimum three (3) or more years of recent (within 5 years) and relevant experience managing in their field of expertise at a transit bus property similar in scope, size, and complexity to the Work.

B. Information Technology Specialist

The Contractor shall provide Information Technology (IT) management through an IT Specialist at a level and capability sufficient to oversee IT operations.

The principal function of the IT Specialist will be to oversee the accessibility and use of Transit application systems and related hardware and software. The IT Specialist shall effectively convey technical requirements to management staff set forth by WMATA, manage IT resources in terms of equipment, and maintain technical service level requirement as prescribed by WMATA, maintain quality of service by establishing and enforcing WMATA IT standards, verify application compliance by establishing and conducting internal procedural audits, and maintain professional and technical knowledge by attending relevant WMATA-sponsored transit system meetings and training sessions.

The IT Specialist will provide adequate dispatch and CAD/AVL first-line support to dispatch and operators to enable effective operator/vehicle assignments and prompt responses to all areas of technology when situations occur that could impact the Contractor's service. As the first line of support for transit business applications and systems, the IT Specialist shall monitor communications between WMATA's BOCC staff and buses and respond as necessary or as directed by WMATA's BOCC to issues reported by personnel for all Transit applications and systems. The IT Specialist shall be responsible for ensuring user accounts are valid up to date and all Contractor staff accessing WMATA resources have received, understand, provided signed acknowledgement of and are in compliance with IT policies.

Minimum Qualifications: The IT Specialist shall have a minimum of three (3) or more years of recent (within the past five years) experience supporting applications, network, server, and desktops.

C. Customer Service Liaison

The Contractor will designate a point of contact for WMATA customer service, regarding customer complaints, requests for information and follow up as needed. The Contractor Customer Service will not respond directly to the public or elected officials, but will coordinate with WMATA Customer Service to develop responses of behalf of Cinder Bed.

D. Safety Officer

The Contractor shall employ and assign to the facility a Safety Officer who shall be required to be available during normal business hours and for emergencies. The Safety Officer shall have the duty of supervising the safety of the Contractor's personnel on all shifts at all facilities included herein, including the equipment and property affected by the Contract work.

Minimum Qualifications: The Safety Officer shall have a thorough knowledge of all OSHA regulations, shall have the ability to develop and conduct tool box sessions, shall be familiar with industrial hygiene equipment and testing as required for the protection of all personnel and the public, and must have current First Aid and CPR certificates and be responsible for First Aid and CPR at the sites. The Safety Officer must be trained in Bloodborne Pathogens in accordance with 29 C.F.R. 1910.1030.

The Safety Officer must be acceptable to the COTR and his/her performance will be reviewed and documented on a continuing basis.

3.1.4 Hiring of Personnel

(Contractor will do 100% but subject to WMATA certification of its Detailed Staffing Plan, Drug and Alcohol Testing Plan, and other employment related requirements as noted in this section.)

The Contractor is responsible for the hiring, training, supervision, and administration of the staff required to meet the requirements and performance specifications of this contract. The Contractor is responsible for ensuring that all its personnel meet the federal, state, and municipal laws and regulations associated with their positions. The Contractor's personnel shall, at all times, present themselves and carry out their functions in a highly professional manner, befitting their role of customer service representatives. The Contractor shall employ methods that will ensure a positive public perception of WMATA and utilize industry standard operations and guidelines for customer service.

The Contractor shall:

A. Hiring and Selection

The Contractor shall provide a detailed staffing plan. The plan shall include a detailed description of qualifications and other requirements for hiring personnel within 21 days of the award. This description shall include qualifications for hire, minimum requirements for maintaining operator eligibility for driving, compliance with all FTA requirements and applicable local laws, and training requirements. The Contractor's proposals shall include the methodology

to be used for conducting background checks on all personnel. The methodology will specify the method for checking driving records and criminal records.

The Contractor shall submit a Detailed Staffing Plan to WMATA for review and approval (**CDRL 0028**).

B. Citizenship

All personnel shall be citizens of the United States or legally authorized to work in the United States. The term personnel in this specification shall refer to personnel of the Contractor or personnel of the subcontractor(s) used by the Contractor to perform these services.

C. Alcohol and Drug Testing

The Contractor shall comply with current FTA Alcohol and Drug Testing Regulations for testing including: pre-employment, reasonable cause, return to duty, post-accident, and random. The Contractor shall conform to 49 CFR Part 655 and shall adjust annual random testing rates accordingly based on amended federal requirements.

The Contractor shall submit a Drug and Alcohol Testing Program to WMATA for review and approval (**CDRL 0029**).

D. Contractor's Personnel Roster

The Contractor shall maintain a Personnel Roster which will identify the names of all Contractor personnel (including independent contractors and subcontractor personnel) who are assigned or utilized to perform work under this contract (Personnel Roster). The Contractor's Personnel Roster shall be kept updated and accessible by WMATA during normal business hours and shall be reported to WMATA quarterly. At a minimum, the Contractor's personnel will include the employer's name, person's full legal name, and hire date for each person.

E. Terminated Personnel

The Contractor shall maintain a list of all personnel names with social security numbers who are terminated by the Contractor, while working under this contract, for reasons of performance or rule violations. This list shall be kept updated and accessible by WMATA during normal business hours and shall be reported to WMATA monthly.

F. WMATA's Right to Remove Personnel

The Contractor and any subcontractor(s) acknowledge that any person assigned to work under this Contract must perform their duties to not unduly impair contract performance. By assigning a person to work under this Contract, the Contractor agrees to be fully responsible for their compliance with this Contract including for the behavior of that person during contract performance.

The Contractor acknowledges that the WMATA has the right to require the removal of any Contractor or subcontractor personnel that WMATA determines, at its sole discretion, to be negatively effecting performance of work under the contract.

Upon receipt of written notice from WMATA that a person's behavior is unduly impairing contract performance, the Contractor agrees to remove that person from conducting any further work on the contract, and to cause that person to be removed from the worksite. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by WMATA.

The Contractor assumes all liability and agrees to hold WMATA harmless from any subsequent aims or actions on behalf of the personnel.

G. Contractor's Maintenance Personnel Ratios

The Contractor shall maintain the mechanic/technician-to-bus ratio as stated in the Contractor's response to the RFP throughout the term of the Contract.

The Contractor shall maintain the service/cleaning technician-to-bus ratio as stated in the Contractor's response to the RFP throughout the term of the Contract.

3.1.5 Training

(Contractor will do 100% but subject to WMATA certification of its Detailed Personnel Training Program, Bus Mechanic Training Program, Bus Operator Training Program, Field Supervisor Training Plan, and Ongoing Safety and Training Program Plan as noted in this section.)

The Contractor shall develop and implement a Detailed Personnel Training Plan. The plan shall include detailed descriptions of how all legal training requirements are addressed, the topics that will be trained, the estimated training duration, how trained material is tested, and how training records will be kept. Further, the training plan will include plans for periodic refresher training, remedial training, and corrective training as required.

The Contractor shall submit the Detailed Personnel Training Plan to WMATA for review and approval (**CDRL 0030**).

The Contractor's training plan shall include, at minimum:

A. Bus Mechanic Training

The Contractor shall ensure that mechanics are sufficiently trained to perform all repairs (with special emphasis on warranty repairs and training necessary to preserve warranty coverage) on all vehicle components and ensure that they are knowledgeable of the workplace safety requirements necessary to ensure the safe completion of all repairs.

The Contractor must provide sufficient training to ensure that maintenance personnel assigned to work on the revenue vehicles have a thorough knowledge of transit buses and associated systems including, but not limited to:

1. Bus engines, transmissions, electrical, multiplex input/output (I/O) electrical systems, electronic engine and transmission controls, hydraulic and air systems, engine cooling systems, radiators, passenger HVAC, diesel hybrid-electric controllers, batteries, and related mechanical parts.
2. Methods and procedures used in servicing mechanical equipment.
3. Bus chassis and bodies.
4. Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of bus equipment.
5. Decimals, fractions, and specifications related to bus mechanics.
6. Specialized areas such as painting, upholstering, brake relining, air-conditioning, electronic destination signs, and wheelchair lifts.

The Contractor must provide sufficient training to ensure that maintenance personnel assigned to work on the revenue vehicles possess the knowledge and skill to perform maintenance tasks, including but not limited to:

1. Inspect bus engines, transmissions, and other related parts.
2. Diagnose bus engine, transmission, electrical, multiplex I/O electrical, hydraulic, climate control, air system problems, hybrid-electric, and related parts.
3. Repair bus engine, transmission, electrical, multiplex I/O electrical, hydraulic, climate control, air system problems, hybrid system, and related parts.

The Contractor's maintenance department must obtain the ASE Blue Seal of Recognition for its shop by the end of the first year of the contract.

The Contractor shall submit a Bus Mechanic Training Plan to WMATA for review and approval (**CDRL 0031**).

B. Bus Operator Training

The Contractor shall ensure all bus operators are trained in compliance with all federal, state, and municipal requirements and at a minimum shall conform to the standards set forth in WMATA's Bus Operator Training Program which can be found in Exhibit O – Bus Operator Candidate Orientation.

The Contractor's Bus Operator training will include, but not be limited to, the following elements:

1. Defensive driving
2. Behind the wheel training
3. Service routes and schedule specific to assignment
4. General route familiarization
5. Local operating procedures
6. Vehicle familiarization to include controls, handling, maneuvering, backing-up, pre- and post-trip inspection procedures
7. Nighttime and early morning operation
8. BOCC procedures
9. Safety, security, emergency, and accident procedures
10. Customer relations
11. ADA training to include stop announcements, service animals, vehicle ID at multi-route stops, service to riders using respirators and portable oxygen, wheelchair lift operation, etc.
12. Schedule and map reading
13. Communication procedures
14. Destination sign operation
15. Uniform requirements
16. Incident and accident handling and reporting procedures

17. Fare collection

The Contractor shall submit a Bus Operator Training Plan to WMATA for review and approval (**CDRL 0032**).

C. Field Supervisor Training

The Contractor's Field Supervisor Training will include, but not be limited to, the following elements:

1. Bus operator supervision
2. Active headway management procedures
3. Accident investigation procedures
4. Emergency procedures
5. Alcohol and drug testing policies
6. Customer relations and dispute resolution
7. Radio operations
8. Coordination with BOCC
9. Americans with Disabilities Act (ADA) A
10. Managing detours and bus bridges

The Contractor's Field Supervisor Training, at a minimum, shall conform to the standards set forth in WMATA's Field Supervisor Training which can be found in Exhibit J – WMATA Field Supervisor Training.

The Contractor shall submit a Field Supervisor Training Plan to WMATA for review and approval (**CDRL 0033**).

D. Ongoing Safety and Training Program

The Contractor shall ensure that mechanics are sufficiently trained in all components of the vehicle and the workplace safety requirements necessary to ensure the safe completion of all repairs. All mechanics shall ensure that all equipment is in working order prior to leaving the facility. The Contractor shall provide all training for any maintenance personnel assigned to this Contract.

The Contractor shall develop an ongoing Safety and Training Program Plan to be approved by WMATA. This program must ensure a safe operating environment and operator proficiency. The plan shall address unsatisfactory operator performance, provide refresher training and safety awareness for all operators,

and provide training should an operator change to a different size/type of revenue vehicle. The ongoing Safety and Training Program Plan must also include procedures to provide re-training for an operator that is off work for more than 30 days (for any reason), procedures to ensure receipt of doctor's approval to return to work if operator was injured/sick, and criteria to determine if an operator needs retraining following an accident or injury.

The Contractor shall submit an On-going Safety and Training Program Plan to WMATA for review and approval (*CDRL 0034*).

4. INFORMATION TECHNOLOGY SYSTEMS

4.1 IT Security Standards

The Contractor shall comply with the IT standards set forth in the WMATA IT Standards and Guidelines document found in Exhibit K – WMATA IT Security Standard and Guidelines.

4.2 Network and Connectivity Infrastructure

(Contractor will do less than 100% and will provide and maintain computers and ancillary equipment for corporate functions. WMATA will provide and maintain all network infrastructure and computers and ancillary equipment necessary for operations as noted in this section.)

WMATA will install and maintain necessary power, communication and network cabling, power outlets, switches, and jacks for connecting computers, telephones, and other communication and monitoring equipment at the facility. The Contractor cannot add, remove, or alter any wiring, network cabling, jacks, switches, or power outlets.

WMATA will provide two networks at the facility: an internal WMATA network and a sequestered network.

WMATA will provide and maintain desktop computers, printers, and telephone equipment necessary for operations of the facility and for communication with WMATA offices. This equipment can only be used for official WMATA business and can only be connected to the WMATA internal network. While using WMATA provided equipment, the Contractor shall comply with all WMATA rules, conditions, and controls.

The Contractor will be responsible for providing their own computers, printers, and other communication equipment they may need for their payroll and other corporate functions. The Contractor-provided equipment can only be connected to the sequestered network and cannot be connected to the WMATA internal network. Contractor computers connected to the sequestered network will have limited internet access, provided by WMATA. The limited access will allow the Contractor to only connect to the Contractor's corporate network. The Contractor

is responsible for providing any additional internet access through their own corporate network.

If the Contractor needs additional power outlets, network drops, internet bandwidth, etc. by of the Services Start Date, the Contractor shall submit to WMATA a written request documenting its additional need and specifying the precise needs. If WMATA agrees to provide this additional infrastructure, WMATA will charge the Contractor according to WMATA internal practice.

4.3 VPN and WMATA Network Access

(Contractor will do less than 100% including compliance with WMATA procedures for IT Standards and WMATA will provide access to network and email accounts and any needed VPN access, subject to the restrictions noted in this section.)

The Contractor's key personnel will be provided with access to WMATA's network and email accounts following regular application and approval process.

WMATA will provide the Contractor with a copy of WMATA intranet and intranet standards and policies (Exhibit K – WMATA IT Security Standard and Guidelines). The Contractor shall direct its personnel to read and sign the WMATA document "IT Standards and Signature Sheet," to convey receipt, comprehension, and intent to comply. The Contractor shall retrieve the sheet from their personnel and submit the signed documents electronically to WMATA.

WMATA periodically trains its personnel to raise their awareness of intranet/internet usage, phishing, email and password security, and mobile and web-surfing hazards. Contractor's personnel accessing WMATA's intranet/internet and/or computer equipment will be subject to the same training and standards.

Certain staff might need VPN access for working remotely or outside regular hours. WMATA will provide and maintain these VPN accounts and provide necessary VPN tokens and related information. The Contractor will test this for proper VPN functionality on its computer equipment. It will be the Contractor's responsibility to ensure that computer equipment used for such remote access is compatible with the VPN service provided by WMATA.

WMATA reserves the right to make changes to the VPN product at any time.

4.4 Onboard Technology Equipment

(Contractor will do 100% with WMATA interface, in regard to installing fixed onboard technology and uploading new schedule data as noted in this section.)

All vehicle onboard technology equipment, such as CAD/AVL IVN units, MDIs, GPS units, and the AVM system will be maintained by the Contractor. Under normal operations such equipment is expected to work without any intervention by the operators if prescribed procedures have been followed. Nevertheless, there will be situations in which the equipment breaks down or

otherwise does not work while the vehicle is in service. Under those circumstances, operators may have to interact with the equipment manually. Operators will be trained for these manual operations in accordance with the Contractor's Bus Operator Training Plan.

Head Sign Display panels on buses will be installed by WMATA and maintained by the Contractor. At every planned schedule change, new scheduling data will be uploaded by WMATA personnel using automated systems or manual systems as needed.

Under normal circumstances all Head Sign Display units and supporting software and loaded scheduling data are designed to work automatically without any intervention by operators. However, during unplanned route/schedule changes, emergencies, or when equipment is defective, operators may have to intervene manually for setting appropriate destination signs. Operators will be trained for such tasks in accordance with the Contractor's Bus Operator Training Plan.

Fixed technology necessary to support the onboard technology will be installed by WMATA and maintained by the Contractor.

4.5 Integrated Technology and Customer Support

(Contractor will do 0% but will interface with WMATA in terms of access as noted in this section.)

All technology and customer information systems will operate in an integrated seamless fashion for all WMATA bus divisions including the Cinder Bed division.

System performance monitoring, measurement, management, government reporting, trip planning systems, web-based scheduling and routing information, Next Bus predictability system, public internet access to schedules and operational data, data exports to Google Transit, public data access to the general public will operate in a seamless fashion for all bus divisions.

All these systems will be managed and maintained by WMATA. WMATA personnel and its subcontractors will have full access to technology equipment on vehicles as well on Cinder Bed facilities.

4.6 Asset Management – Maximo

(Contractor will do 100% in regard to Maximo data reporting with the restriction that the Contractor must follow WMATA's BMNT Business Process which will be provided after the contract award, as noted in this section.)

WMATA uses IBM Maximo Enterprise Asset Management Software to manage its fleet of buses. Currently Version 7.5.0.9 is used, with a planned upgrade to Version 7.6.0.8 in May 2018. In addition to the bus fleet registry and their statuses, Maximo manages the following aspects:

- Job plans
- Failure-related data
- Preventative maintenance schedules (both time and mileage based)
- Work orders (including but not limited to PM and CM work orders)
- Labor usage
- Material usage (WMATA uses average cost method)
- Mileage information
- Fluid consumption (e.g., fuel and oil)
- Warranty

In addition, Maximo is integrated with several systems that are pertinent to bus management, including but not limited to Fleetwatch (e.g., Mileage), CleverCad (e.g., Incidents), and to generate multiple reports to manage the fleet and address external reporting requirements.

The Contractor shall use WMATA's Maximo system to maintain an up-to-date status of all buses the Contractor maintains and their maintenance histories, including but not limited to:

- Use of WMATA-approved job plans.
- Use of WMATA-approved maintenance schedules.
- Load and maintain Contractor labor costs (for the resources performing direct work against work orders) to accurately report on labor costs related to work orders.
- Report on all maintenance-related activities, including but not limited to work orders, material and labor usage, failure analysis.
- Access WMATA-approved parts list. If the Contractor needs to use a part that is not in the WMATA-approved parts list, the Contractor must use OEM parts only.
- Track DC inspection.

The Contractor may perform additional preventative maintenance that is not listed in the existing WMATA-approved preventative maintenance schedules and job plans, but ONLY if WMATA provides advance written approval. In addition, any new preventative maintenance schedules and job plan records must be created in Maximo so that the full asset maintenance history is maintained.

The Contractor shall use the Maximo system in the established WMATA BMNT business processes, and governance rules, in order for WMATA to report consistently on all its fleet of

buses using the existing report templates. A copy of the BMNT business processes will be provided after contract award.

WMATA will provide the Contractor with access to the Maximo system, and access to the data needed by the Contractor to maintain the buses. The cost of licenses will be paid by WMATA.

4.7 Customer Relationship Management

(Contractor will do 100% as noted in this section following the requirements in Customer Relations section of this document.)

The Contractor will utilize WMATA's RightNow customer relationship management software. RightNow is a cloud-based system developed by Oracle. The Contractor will use the system as outlined in the Section 5.3 Customer Relations.

4.8 System Safety Management System

(Contractor will do 0% but must interface with WMATA in regard to recording safety incidents, as noted in this section.)

WMATA will provide the Contractor with access to WMATA's SMS system to record all safety incidents at Cinder Bed.

4.9 Key Personnel Contact Information

(Contractor will do 100% with WMATA certification of its Key Personnel Director as noted this section.)

Within 21 business days of the Notice to Proceed the Contractor shall supply WMATA with Key Personnel Contact Information, including email, and home and mobile phone numbers. WMATA may provide email on its network, and VPN access to the Contractor's key personnel.

Similarly, WMATA will provide email and contact information for its key personnel to the Contractor.

The Contractor shall submit its Key Personnel Directory to WMATA for review and approval (*CDRL 0035*).

4.10 Technical Support

(Contractor will do less than 100% with WMATA certification of its Technology Maintenance Plan and responsibility for maintenance, as noted in this section.)

WMATA is responsible for technical support for general operation of the WMATA provided computer and other hardware and systems used by the Contractor at the facility. A centralized phone access or a helpdesk will be provided for this purpose. WMATA technical staff will address issues following their established practices in the best possible manner.

Any malfunctioning or breakdown of technology equipment will be reported to BOCC by the Cinder Bed operations as soon as possible. WMATA's technical staff or their subcontractors will take further action.

The Contractor shall provide IT management through an IT Specialist at a level and capability sufficient to oversee IT operations. The principal function of the IT Specialist will be to oversee the accessibility and use of Transit application systems and related hardware and software.

The IT Specialist shall effectively convey technical requirements to management personnel set forth by WMATA, manage IT resources in terms of equipment, maintain technical service level requirement as prescribed by WMATA, maintain quality of service by establishing and enforcing WMATA IT standards, verify application compliance by establishing and conducting internal procedural audits, maintain professional and technical knowledge by attending relevant WMATA-sponsored transit system meetings and training sessions.

The Contractor shall submit its Technology Management Plan to WMATA for review and approval (**CDRL 0036**).

4.11 Improper Use of WMATA Technology

(Contractor will do 100% following the WMATA requirements for IT Security Standards and Guidelines and Providing a IT Standards and Security Sheet for all new accounts and other restrictions as noted in this section.)

All Contractor personnel granted access to WMATA systems will be bound by the rules and conduct set forth in WMATA Policies and Administrative Regulations.

WMATA has provided Exhibit K - IT Security Standard and Guidelines. The Contractor shall direct all personnel under their control to read and sign WMATA document "IT Standards and Signature Sheet," to convey receipt, comprehension, and intent to comply. The Contractor shall retrieve the sheet from their personnel and submit the signed documents electronically to WMATA.

For all new accounts, WMATA document "IT Standard and Signature Sheet" must be attached to the system access form submitted electronically. The Contractor shall perform user account review and provide "IT Standards and Signature Sheet" on an annual basis. WMATA will provide any revisions to standards and policies to the Contractor for the duration of the Contract

4.12 WMATA Technology Inspections

WMATA reserves the right to inspect at any time all WMATA technology infrastructure and equipment at the facility and on-board the buses.

4.13 Data

Data means all data obtained, generated, developed during the term of the contract, including but not limited to data related to policies and procedures, systems, and assets regardless of form (e.g., electronic and paper).

All WMATA data shall remain WMATA's intellectual property regardless of where it is stored.

All WMATA data shall be classified as confidential. As such, all WMATA data in the Contractor's system shall be handled with due care to make sure it is adequately protected. The Contractor shall cause any third-party hosting provider to comply with the security standards in this agreement.

The Contractor is required to have a Security Implementation Plan (SIP) for all systems the Contractor is using to store WMATA data. WMATA can at any time request Contractor's SIP(s) for review. Additionally, WMATA may request, at any time, that the Contractor provide proof of adherence to the SIP.

The Contractor shall submit its Security Implementation Plan (**CDRL 0037**) to WMATA for review and approval.

The Contractor shall only access WMATA data within the United States.

All WMATA data stored in the Contractor's systems shall be stored in locations within the United States.

The Contractor must destroy all WMATA data no later than 30 days after contract termination or expiration according to Section 2.4.1.6, titled *Destruction of Sensitive Information* of the WMATA IT security Standards and Guidelines document (Exhibit K). Further, the Contractor must certify such destruction in writing to WMATA.

Any data export from the WMATA systems is the full responsibility of the Contractor, and require the consent of WMATA prior to exporting. In the event that customizations are required to perform such exports, WMATA at its discretion, will provide the necessary customizations to allow for such exports. However, the Contractor will reimburse WMATA the cost of such customizations.

Any data imports to WMATA systems will be performed by WMATA. The Contractor shall provide the data in a format and a delivery method (e.g., email, file transfer protocol, web services) that is compatible with WMATA systems, as specified by WMATA. If customizations are required to perform such imports, WMATA, at its discretion, will provide the necessary customizations to allow for such imports. However, the Contractor will reimburse WMATA the cost of such customizations.

5. COMMUNICATIONS

5.1 Marketing and Public Relations

5.1.1 WMATA as the Spokesperson

(Contractor will do 0% and will interface with WMATA regarding legal, public, or media requests as noted in this section.)

WMATA shall be the exclusive public media spokesman in connection with transportation service. The Contractor shall not speak on behalf of WMATA, nor shall the Contractor engage in marketing activities related to the service it is providing to WMATA.

WMATA shall be the exclusive legislative liaison in connection with this contract. The Contractor shall not speak on behalf of WMATA, nor shall the Contractor engage in legislative affairs related to the service it provides to WMATA.

WMATA has established guidelines for communicative activities on public transit properties and assets. Under no circumstances may the Contractor or its personnel distribute, or allow the placement or distribution of, any unauthorized oral, printed, or written materials on public transit properties or assets without the express written permission from WMATA.

The Contractor shall notify WMATA, pursuant to the notice provisions of the Contract, of any court subpoenas, public or media requests for records, data, or other information in possession of the Contractor related to performance of Contract requirements.

5.1.2 Maps and Schedules

(Contractor will do less than 100% including installing provided information as noted in this section.)

WMATA shall provide all schedules, maps, interior bus cards, fare media, and other printed passenger information materials required for marketing the transit service. The Contractor shall distribute and/or install the passenger information materials in buses as required.

5.2 Advertising on Exterior and Interior of Vehicles

5.2.1 Coordination with WMATA's Marketing Contractor

(Contractor will do less than 100%; limited to providing WMATA advertising contractors with reasonable vehicle access as noted in this section.)

The Contractor shall allow vendors, contracted by WMATA, access to all buses assigned to this Contract to install and remove advertising material and to accommodate the vendor's need to accomplish those tasks through working space and availability of vehicles, to the extent it does not unreasonably interfere with the Contractor's own duties.

5.2.2 Interior Advertising

(Contractor will do 100% but is subject to WMATA interface in regard to providing direction on installation and removal, as noted in this section.)

The Contractor shall regularly install and remove selected interior passenger notices and signage bus cards at WMATA's direction.

5.2.3 WMATA Approval of Advertising Materials

(Contractor will do 0% but must interface with WMATA in regard to the installation of WMATA-approved advertising materials.)

All advertising materials are subject to WMATA's approval prior to installation. Advertising materials shall be posted with adherence to the dates notated on the individual advertising contracts between WMATA's advertising vendor and its clients.

5.2.4 Repair of Damage Caused by Installation/Removal of Advertising Panel

(Contractor will do 100% in terms of document damage caused by WMATA's advertising contractor and coordinating with WMATA to determine agreed upon repairs as noted in this section.)

WMATA's marketing contractor is responsible for repairing any damage to a bus that WMATA deems resulted from the installation or removal of advertising

material by the marketing contractor. The Contractor shall develop a system to document such damage to distinguish it from other types of damage. Such a system must include: bus number, area(s) needing repair, and digital pictures of the vehicle's condition.

If the Contractor provides the repair work, the Contractor shall obtain the concurrence of and invoice WMATA's marketing contractor for such repairs at a cost agreed upon between the Contractor and WMATA.

5.3 Customer Relations

5.3.1 Complaint Resolution

(Contractor will do less than 100% including coordinating with WMATA on customer complaint resolution with the restriction that the Contractor must respond to all inquiries or complaints within two (2) working days, as noted in this section.)

WMATA will serve as the exclusive customer relations manager. Customer requests for general information will be directed to WMATA's call center. Customer complaints will be directed to WMATA's Customer Relations section. The Contractor will work closely and coordinate with WMATA on resolving customer complaints. The Contractor's management personnel must respond initially to all inquiries or complaints through WMATA's Customer Relations section within two (2) working days.

5.3.2 Customer Relationship Management System

(Contractor will do less than 100%, which will include training on and using WMATA's customer relationship management system. WMATA will manage all customer follow up and resolution as noted in this section.)

The Contractor's personnel shall coordinate and receive training for the use of WMATA's customer relationship management system, RightNow. RightNow is a cloud-based system that the Contractor will access from the Cinder Bed garage. When directly contacted, the Contractor shall receive and respond to customer complaints through RightNow. The Contractor shall not respond to any customer complaints outside of the RightNow system. The Contractor shall not contact any customer directly.

5.3.3 Process for Complaints from Elected Officials

(Contractor will do less than 100%, which will include notifying WMATA Government Affairs in regard to any contact with government officials and collaborating with WMATA on responses, as noted in this section.)

The Contractor shall notify WMATA's Government Affairs upon the receipt of any complaints or other correspondence received from an elected official related to the provisions of this service. This includes correspondence and complaints from any federal, state, or local official. The Contractor shall provide information to WMATA as requested within one (1) working day.

5.3.4 Lost and Found Policy

(Contractor will do 100% but is subject to WMATA interface in terms of logging items into WMATA's Lost and Found computer system as noted in this section.)

Contractor shall comply with WMATA's Lost and Found Policy (Exhibit L). Property that is found on a Contractor operated bus must be tagged with the date, route number, description of the item, finder's name, and operator's name. All property found must be delivered to appropriate WMATA Lost and Found offices by 11:00 a.m. on the immediately succeeding weekday after it is found. For any item with a cash equivalent of \$250 or more WMATA MTPD must be contacted and will transport the item to WMATA Central Lost and Found. Perishable items should be disposed of by the Contractor.

All lost and found items must be logged into the WMATA's Lost and Found computer system before transporting them.

6. CONTRACTOR PERFORMANCE

6.1 Performance Standards

The mission of WMATA is to provide safe and reliable service using properly maintained vehicles. To help meet the program goals and objectives, the Contractor shall be required to meet specified service and performance standards. These standards are included in the KPI table in Section 6.4. These standards may be modified periodically to ensure continued service improvement.

WMATA utilizes a comprehensive performance measurement program for its bus service. Its purpose is to improve the overall bus services by utilizing data analysis, promoting accountability, and strategic problem solving. The program has standard measures which each bus division is responsible for; however, each division has its own specific performance targets. Those performance targets are set based on the unique conditions that exist in their service area.

6.2 Incentives and KPI Credits

Due to the nature and significance of the Work, the Contractor will perform work that is an essential part of WMATA's overall mission to serve the public. The Contractor can earn incentives for significantly exceeding the performance standards. These incentives are designed to promote innovation and encourage exceptional performance for customers.

Failure to perform to the performance standards reflects a sub-standard level of service that the Contractor is being compensated for and likely will result in material disruption to the public and damage to WMATA's service and its reputation. Consequently, this Contract allows KPI credits for certain failures to meet performance metrics specified by WMATA. KPI credits represent an amount of the Contractor's compensation that it has failed to earn because of sub-standard performance. Any KPI credits shall be applied toward outstanding amounts owed by WMATA to offset a month's charges. KPI credits will not and shall not be construed as a

penalty or as liquidated damages for a missed KPI. Nor are KPI credits intended to be WMATA's sole and exclusive remedy for any losses caused by a missed KPI. KPI credits will be in addition to any other monetary and non-monetary remedies available to WMATA under the Contract, at law, or in equity with respect to a missed KPI or the events that result in such a missed KPI. The Contractor hereby irrevocably waives any claim or defense that the KPI credits are not enforceable or that they constitute a sole and exclusive remedy of WMATA with respect to a missed KPI or the event(s) causing such a missed KPI.

6.3 Key Performance Indicator Descriptions

The following sections are descriptions for each of the KPIs measured under this contract.

6.3.1 All Bus Collisions per Hundred-Thousand Miles

Bus collisions are defined by NTD as a vehicle/vessel accident in which there is an impact of a transit vehicle/vessel with: another transit vehicle, a non-transit vehicle, a fixed object, a person(s) (suicide/attempted suicide included), an animal, a rail vehicle, a vessel, or a dock. This measure is calculated by dividing the number of bus collisions by (Number of miles operated ÷ 100,000). All collisions shall be counted regardless of preventability determination or damage amount.

6.3.2 Transport-Involved Customer Injuries

Transport-involved customer injuries include any injury caused by some aspect of the Contractor's operation that requires immediate medical attention away from the scene of the injury.

6.3.3 Safety Equipment Availability

All buses in revenue service shall have working safety equipment at all times. Safety equipment includes, but is not limited to, fire suppression systems, portable fire extinguishers, seat belts, horns, hazard triangles, and wheel chocks. WMATA will determine compliance through random inspections by WMATA or a third-party QA/QC contractor personnel.

6.3.4 On-time Performance

On-time performance (OTP) illustrates how closely Metrobus adheres to published route schedules on a systemwide basis. Factors that affect OTP are traffic congestion, inclement weather, scheduling, vehicle reliability, and operational behavior. It is measured through adherence to published schedule. OTP is calculated by counting the number of time points arrived on time by route (based on a window of 2 minutes early and 7 minutes late) and dividing it by the total number of time points scheduled (by route).

6.3.5 Top Five Customer Complaints per Hundred Thousand Passenger Trips

The complaint rate is measured as the top five complaints per hundred thousand passenger trips. The top five complaints are subject to change, but typically are: Delay, Did Not Stop, No Show, Rude Personnel, and Unsafe Operation. Complaints against the Contractor(s) in these categories from or on behalf of customers or the general public will be counted. This measure is calculated by dividing the number of top five complaints by (Number of passenger trips ÷ 100,000).

6.3.6 Vehicle Appearance

WMATA, with input from the Contractor, will develop standards for bus appearance (including graffiti and body damage) and cleanliness. Compliance with the standards will be determined through random inspections performed by WMATA personnel or a third-party QA/QC contractor as the vehicles enter service or leave the facility yard. WMATA reserves the right to reasonably direct the Contractor to replace vehicle(s) in revenue service that are observed to have excessive or atypical conditions or inoperable system(s).

6.3.7 Heating Ventilation and Air Conditioning Availability

All buses in revenue service shall have working Heating Ventilation and Air Conditioning (HVAC) systems. WMATA will determine compliance through random inspections by WMATA or third-party QA/QC contractor personnel.

6.3.8 Mean Distance Between Failures

Mean distance between failure (MDBF) is the number of total miles traveled before a mechanical breakdown requiring the bus to be removed from service or deviate from the schedule. It is calculated by dividing the number of miles operated by the number of maintenance chargeable lost trips.

6.3.9 On-time Preventive Maintenance Inspection Performance

On-time PMI performance is the percentage of completion of maintenance tasks and inspections required per bus within allotted times or mileages. Areas of focus include: PMI, front and rear axles, cabin heating and cooling, ADA equipment, fareboxes, cleanliness, DC inspections, emission filters, and bus pneumatic air dryers.

6.3.10 ADA Equipment Availability

All buses in revenue service shall have working ADA equipment including but not limited to operable kneeling function, wheelchair ramps, securements, belts, voice annunciators, and interior LED signs. WMATA will determine compliance through random inspections by WMATA or third-party QA/QC contractor staff.

6.3.11 Operator Log-on

Bus operators will utilize Single-Sign-On to log into WMATA's CleverDevices system (the information systems installed on buses provided to the Contractor). Operators are required to log-on to the bus prior to leaving the Cinder Bed Garage. Log-on compliance is calculated by dividing the number of operators logged into the CleverDevices system by the number of operators scheduled to be logged in.

6.3.12 Required Reports

The Contractor shall submit the reports listed in Section 2.6 to WMATA. The reports shall be accurate and submitted at the specified date and time.

6.3.13 Key Personnel

For all key personnel, the Contractor will fill vacated positions with WMATA-approved persons within forty-five (45) calendar days of the position(s) becoming open.

6.3.14 Customer Relations

The Contractor shall respond to customer inquiries or complaints submitted by the public through WMATA's Customer Service section within two (2) business days. The Contractor shall respond to inquiries or complaints received from elected officials within one (1) business day.

For each occurrence in which the Contractor fails to initially respond to inquiries or complaints through WMATA's Customer Service Section within two (2) business days, or fails to respond to inquiries or complaints received from elected-officials within one (1) business day, WMATA will assess liquidated damages.

6.3.15 Revenue Service Delivered

The Contractor shall not miss revenue service for failure to provide an adequate number of revenue vehicles or sufficient staff to operate revenue vehicles. This shall be calculated as follows: $\text{Number of revenue hours delivered} \div \text{Number of scheduled revenue hours} - \text{revenue hours missed due to events outside of the contractor's control}$. Events outside of the Contractor's control include but may not be limited to roadwork,

detours, collisions in the roadway not involving contractor revenue or service vehicles, severe weather events, and public demonstrations.

6.4 Key Performance Indicators

Table 6.4 Key Performance Indicators

Key Performance Indicators				
Item #	Measure	Minimum Standard	Incentive	KPI Credits
1	Safety: All Bus Collisions per Hundred Thousand Miles	<3.0 Bus collisions per hundred thousand miles	<2.5 Bus collisions per hundred thousand miles \$2,000	3.0 to 3.3 Bus collisions per hundred thousand miles -\$2,000 >3.3 bus collisions per hundred thousand miles -\$5,000
2	Safety: Transport-involved Customer Injuries	Zero (0) customer injuries requiring immediate medical attention away from the scene	N/A	-\$15,000 per occurrence
3	Safety: Safety Equipment Availability	All buses in revenue service have required safety equipment in working order at all times	N/A	-\$500 per occurrence of noncompliance
4	Customer Service: OTP	Base Year 1: 80% Base Year 2: 81% Base Year 3: 82%	\$3000 for each percentage point above the standard for the contract year	-\$3000 for each percentage point below the standard for the contract year
5	Customer Service: Top Five Complaints per Hundred Thousand Passenger Trips	10.9 top five complaints per hundred thousand trips	<8.0 top five complaints per hundred thousand passenger trips \$10,000	14-15 top five complaints per hundred thousand passenger trips -\$1000 >15 complaints per million passenger trips -\$10,000

Key Performance Indicators				
6	Customer Service: Vehicle Appearance	All revenue and non-revenue vehicles entering service shall meet the appearance standard	N/A	-\$200 per occurrence of noncompliance
7	Customer Service: HVAC Availability	All buses in revenue service have working HVAC systems	N/A	-\$300 per occurrence of noncompliance
8	Maintenance: MDBF	MDBF >8000 Miles	>8300 MDBF \$5,000	-\$1,000 for every 100-mile interval below 8,000 (e.g., 7,900-7,999)
9	Maintenance: On-time PMI Performance	95% PMI compliance	>95% PMI compliance \$5000	94.99% - 90% PMI compliance -\$10,000 <90% PMI compliance -\$15,000
10	Maintenance: ADA equipment Availability	All buses in revenue service have required ADA equipment in working order	N/A	-\$500 per occurrence of noncompliance
11	Contract Administration: Operator Log-on	100% operator log-on	N/A	90-95% log-on For each percentage point of operator noncompliance, a corresponding percentage of revenue hours will be deducted from the monthly invoice at half the revenue hour rate. <90% log-on For each percentage point of operator noncompliance a corresponding percentage of revenue hours will be deducted from the

Key Performance Indicators				
				monthly invoice at the revenue hour rate.
12	Contract Administration: Required Reports	100% of required reports are accurate and submitted on time	N/A	-\$1,000 per report per business day late
13	Contract Administration: Key Positions	Fill key vacancies in less than 45 days	N/A	-\$1,200 per day for General Manager position vacant over 45 days -\$875 per day for other key positions vacant over 45 days
14	Contract Administration: Customer Relations	Respond to customer inquiries within 2 business days and elected-official inquiries within 1 business day	N/A	-\$100 per occurrence per day
15	Contract Administration: Revenue Service Delivered	No missed revenue service for preventable reasons including lack of operators or lack of revenue vehicles	N/A	>0-2% missed scheduled revenue hours - Number of missed revenue hours multiplied by \$100 >2-4% missed scheduled revenue hours - Number of missed revenue hours multiplied by \$200 >4% missed scheduled revenue hours - Number of missed revenue hours multiplied by \$300

Note:

N/A = not applicable.

7. OTHER PROVISIONS

7.1 All Services Vital

(Contractor will do 100% with WMATA interface only in terms of periodic QA assessments.)

- A. The Contractor fully recognizes that the services covered by the contract are vital to WMATA's mission; that continuity of the services must be maintained at the utmost proficiency without interruption; and the Contractor will maintain continuity of all services.
- B. The Contractor shall maintain, without interruption, the basic services defined in this contract. The Contractor must prepare contingency plans in the event of a strike by his/her personnel.

7.2 Strike Contingency Plan

(Contractor will do 100% with WMATA certification only of its Strike Contingency Plan [SCP] as noted in this section.)

- A. The Contractor shall prepare a SCP to be used in the event of strikes by his personnel and subcontractors.
- B. At a minimum, the SCP shall include the following:
 - 1. The names, addresses, telephone numbers, and contact persons of proposed firms the Contractor intends to utilize to provide the services defined in this specification during strikes by his personnel.
 - 2. Assurance that all temporary or replacement personnel (including subcontractor personnel) will be available, meet the experience, and mechanical license requirements defined herein.

The Contractor shall submit a SCP to WMATA for review and approval (**CDRL 0038**).

7.3 Site Emergency Plans

(Contractor will do 100% with WMATA certification of its Site Emergency Plans [SEPs] as noted in this section.)

- A. The Contractor shall prepare a SEP for each location/site/facility that shall define the Contractor's procedures and actions he/she will take to provide the services defined in this specification during all emergency situations. Contractor personnel, including the property manager, shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan.

- B. Contractor participation in all emergencies shall be mandatory during building-related emergencies or natural disasters, regardless of the times of occurrence.
- C. The Contractor will be required to fully staff and operate the facility during all emergency situations including, but not limited to, fires, accidents, rescue operations, emergency alarms, bomb threats or incendiary devices, strikes, civil disturbances, natural disasters, terrorist activities, and utility service outages.
- D. At a minimum, the SEP shall include the following:
 - 1. The Contractor's procedures and actions he/she will use to provide support to WMATA during emergencies.
 - 2. The name, address, telephone number and current position of each personnel that will participate in the SEP.
 - 3. The specific functions that each personnel will perform during emergency situations.
 - 4. If temporary or subcontractor personnel are to be used, the same information is required as in the SCP above.
 - 5. Availability/Response Time.

The Contractor shall submit the SEP to WMATA for review and approval (**CDRL 0039**).

7.4 Extended Coverage During Absences

(Contractor will do 100% with WMATA certification of its Extended Coverage During Absences [ECDA] Plan, as noted in this section.)

- A. The Contractor shall provide an ECDA Plan that shall define the procedures and actions the Contractor will take to cover scheduled and unscheduled absences in personnel during illnesses, family emergencies, vacations, and for other reasons resulting in personnel shortages.

The Contractor shall submit its ECDA Plan to WMATA for review and approval (**CDRL 0040**).

7.5 Safety, Accidents, and Fire Protection

7.5.1 Safety Requirements

(Contractor will do 100%, following applicable standards as noted in this section and subject to periodic QA reviews.)

- A. The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable occupational safety and health statutes and regulations in the jurisdiction having authority, or political subdivision in which the work is being performed, and meet Department of Labor OSHA standards.

- B. The Contractor shall comply with the following documents: The National Institute for Occupational Safety and Health guidelines; the American Conference of Governmental Industrial Hygienists guidelines; the American National Standards Institute guidelines; and the U.S. Army Corps of Engineers Safety and Health Requirements Manual.
- C. OSHA: The Contractor will ensure that the operation and maintenance of the facilities and all repairs, alterations, and all other activities will be conducted within the guidelines set forth by OSHA. The Contractor shall record, maintain, post (as required), and submit all required documentation for their provided work.
- D. The Contractor shall also be responsible for compliance with applicable National Fire Protection Association Standards 13, 14, 24, and 130.
- E. The Contractor shall ensure that all methods of performing the work do not involve danger to the personnel employed thereon, the public, or private property, if these methods are cited or indicated in the Contract documents. Should charges of violation of any of the above be issued to the Contractor during the work, a copy of each charge shall be immediately forwarded to the Contracting Officer Technical Representative (COTR).

7.6 Safety Data Sheets

(Contractor will do 100% but is subject to WMATA certification of its Safety Data Sheets [SDSs] and standards as noted in this section.)

- A. The Contractor shall submit SDSs for chemicals to be used on authority property along with a brief description of how and where they will be used, and if wastes will be generated. The SDSs will be reviewed by the WMATA SAFE and if approved, the materials can be used in the facilities. If the chemicals are rejected, the Contractor must identify a substitute that will meet SAFE's criteria for approval.
- B. The SDSs must be recent - less than 3 years old - and comply with the OSHA Hazard Communication Standard 29 C.F.R. 1910.1200. The Contractor is responsible for complying with requirements of the SDSs and personnel Right to Know Act procedure.

The Contractor shall submit a SDS for all products to the WMATA SAFE for review and approval thirty (30) days prior to use (**CDRL 0041**).

7.7 Facility Safety

(Contractor will do 100% subject to periodic QA reviews.)

The Contractor will maintain and manage the facility in compliance with all pertinent Federal, State and Local safety regulations and requirements. The Contractor is responsible for ensuring a safe working environment at the facility for its employees,

any subcontractors, WMATA employees and any visitors to the facility. The Contractor will coordinate with WMATA on any facility modifications recommended to support bus operations and maintenance before initiating changes. WMATA reserves the right to conduct periodic safety audits to assess Contractor performance.

7.8 Services, Supplies, Materials, and Equipment Furnished by the Contractor

7.8.1 General Requirements

(Contractor will do 100% without WMATA interface or restriction.)

- A. Except for those items or services specifically stated herein to be WMATA furnished, the Contractor shall furnish everything required to perform work under this contract. Please refer to Exhibit M – Cinder Bed Facilities Equipment Schedule for WMATA-supplied equipment.
- B. The Contractor shall reimburse WMATA, on a monthly basis, for all personal and non-project related local/toll calls made from WMATA furnished telephone equipment, including facsimile machines and modem connections. WMATA will be responsible for all maintenance and service calls on the WMATA-furnished telephone equipment.
- C. At the expiration or termination of this contract, all equipment furnished and installed by the Contractor, to the building equipment and systems, shall remain and become the property of WMATA.

7.8.2 Subcontractors

(Contractor will do 100% subject to WMATA certification of its Finalized Subcontractor Listing, as noted in this section.)

- A. The Contractor shall provide the names and addresses of subcontractors, the portions of the work he/she is to perform and furnish any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, experience, and financial resources to perform the work in accordance with the terms and conditions of this Contract.
- B. The Contractor is responsible for onsite supervision, escorting all contracted personnel and subcontractors, the quality and timeliness of subcontractor work, and resolving all subcontractor discrepancies.
- C. The Contractor is also responsible for ensuring all subcontractors are in compliance with all other applicable requirements of this Contract.

The Contractor shall submit the Finalized Subcontractor Listing to WMATA for review and approval ten (10) days prior to the contract start date (**CDRL 0042**).

7.8.3 Procurement Procedures

(Contractor will do 100%, following the requirements noted in this section and subject to WMATA COTR review for procurements exceeding \$3,500 and any purchases exceeding \$150,000 require additional approval as noted in this section.)

- A. The Contractor is responsible for providing a purchasing function in support of this contract for reimbursable cost items; including the development of any necessary technical specifications to obtain competitive quotations. This function is to be carried out in accordance with the following:
1. All procurement for goods or services resulting in expenditures under the micro-purchase threshold (currently \$3,500), shall be done by Contractor's purchase order. All purchases and contracts, whether by formal advertising or by negotiation, and without regard to dollar amount, will be made on a competitive basis to the maximum practicable extent. The procurement of goods or services that exceed \$3,500 can be made by Contractor's purchase order or by WMATA purchase order; to be decided by the COTR.
 2. Procurement for goods or services with a total aggregate price that is greater than \$3,500, but less than the simplified acquisition threshold (currently \$150,000 can be made after obtaining WMATA authorization and a minimum of three (3) written quotations). The procurement can be made by Contractor's purchase order or by WMATA purchase order; to be decided by the COTR. If purchased through a Contractor's purchase order, the purchase must be approved at the Assistant General Manager or equivalent level and by the respective procurement supervisor. The Contractor's file must contain a record of all written quotations and the award decision.

8. OPTION 1 - FACILITIES MAINTENANCE

The Contractor will operate services from WMATA's modern Cinder Bed bus garage. The garage is a 76,500-square foot facility, which was completed in 2017, with adequate space for all buses assigned to Cinder Bed. It features a one-story maintenance building with a high bay, that is connected to a two-story operations building, and one-story buildings for bus wash and bus fueling. The garage was constructed to meet Leadership in Energy and Environmental Design (LEED) Silver Certification standards for building design and construction. A complete list of those standards is published by the U.S. Green Building Council and can be found at <http://www.usgbc.org/resources/leed-v4-building-design-and-construction-current-version>. The building is equipped to support safe and efficient maintenance operations for the Contractor.

The Contractor will submit a Site Management and Facilities Maintenance Plan to WMATA for review and approval (**CDRL 0043**).

8.1 Facility Responsibilities

(Contractor will do 100% subject to periodic QA reviews and following all applicable laws, regulations, and policies as noted in this section.)

- A. The Contractor, shall be fully responsible for management, operation, maintenance, and alteration of facilities as identified in this RFP. The technical specifications listed are a statement of the minimum level of work and services to be provided.
- B. The Contractor shall provide all labor, supervision, technical support, administration, oversight, and QC in a professional and timely manner as related to all work and described for specific facilities identified herein to accomplish the following basic activities:
 - 1. General custodial cleaning and janitorial services
 - 2. Trash removal and disposal
 - 3. Recycling processing and removal
 - 4. Window washing
 - 5. Elevator and Escalator maintenance, repairs and inspections
 - 6. Mechanical equipment and system maintenance
 - 7. Electrical equipment and lighting maintenance
 - 8. Fire and Life Safety equipment and system maintenance
 - 9. Communication and CCTV equipment maintenance, repairs and inspections
 - 10. Building Automation System (BAS) and energy management equipment and system maintenance
 - 11. Site policing and landscape maintenance
 - 12. Pest control
 - 13. Indoor air quality testing
 - 14. Legionella Pneumophila testing and treatment
 - 15. Snow and ice removal
- C. The Contractor shall additionally provide all labor, materials, supervision, and quality control in a professional and timely manner to develop and deliver repairs and

alterations of a nature outside basic services. This work will be included under a cost reimbursable format defined herein.

- D. The Contractor will be responsible for handling and disposal of all hazardous materials generated by or utilized at the maintenance facility in accordance with all applicable Federal, State, Local, and WMATA laws, regulations, and policies.
- E. The WMATA will be responsible for payment of all normal utility bills related to its operations

8.2 LEED Certification Requirements

(Contractor will do 100% subject to compliance with the U.S. Green Building Council [GBC] LEED Silver Standards as noted in this section.)

The Contractor will be solely responsible for operating in compliance with LEED Silver Certification standards for Building Operations and Maintenance. A complete list of those standards is published by the GBC and can be found at www.usgbc.org/resources/leed-v4-building-operations-and-maintenance-current-version. Those standards have evolved over time and continue to be updated by the GBC. It is the Contractor's responsibility to keep track of changes and remain in compliance with LEED Silver Certification Standards. The current version of the LEED Building Operations and Maintenance requirements is included in Exhibit N – LEED Building Operations and Maintenance Requirements.

LEED Silver Standards require the Contractor to create and implement a site management policy that employs best management practices to reduce harmful chemical use, energy waste, water waste, air pollution, solid waste, and/or chemical runoff for all the following operational elements on the building and grounds:

- Use of low emissions maintenance equipment
- Snow and ice removal
- Cleaning of building exterior, pavement, and other impervious surfaces
- Erosion and sedimentation control (for ongoing operations and for construction activity)
- Organic waste management (returned to the site or diverted from landfills)
- Invasive and exotic plant species management (through monitoring and eradication)
- Fertilizer use (testing soils before using fertilizer to prevent overapplication of nutrients)
- Irrigation management (monitor irrigation systems manually or with automated systems at least every 2 weeks during the operating season for appropriate water usage, system times, leaks, or breaks)
- Storage of materials and equipment

- Continuity of operations

8.3 Environmental and Hazardous Waste Management

The Contractor is responsible for compliance with all federal, state and local environmental laws and regulations to provide bus service operation and Cinder Bed Road facility maintenance (with exercise of the Facility Option). WMATA will be the facility Owner; the Contractor will be the facility Operator. The Contractor will be responsible for compliance with WMATA's Environmental Standard Operating Procedures (ESOPs).

As part of its responsibility, the Contractor shall designate an Environmental Compliance Officer (ECO) who will be charged with all environmental program management, oversight and reporting requirements. The ECO shall coordinate with, and shall be the point of contact for, WMATA/SAFE/EMIH. The ECO will be responsible for monitoring and reporting on compliance and permits, including any notices of violation and citations related to environmental management. The ECO will maintain all environmental records that include, but are not limited to, training, permits, waste manifests/bills of lading, inspection reports, testing reports, tank system monitoring reports, discharge monitoring reports, spills/releases and corrective action. The ECO shall conduct regular facility inspections, document results, take corrective action when required, and maintain records. Copies of all environmental program management records shall be submitted to WMATA/SAFE/EMIH.

The Contractor is responsible for the management, safe use and disposal of all hazardous materials at the Cinder Bed Road facility. The Contractor must submit Safety Data Sheets (SDSs) for all chemical products it proposes for use at the facility. WMATA/SAFE/EMIH must review and approve the SDS using the on-line Intranet application prior to procurement and use. The Contractor must comply with the requirements in the WMATA SDS Approval Package to use the chemical products safely.

The Contractor's Environmental Management Program must include, but is not limited to, the following:

Underground Storage Tank (UST) Systems and Aboveground Storage Tank (AST)

Systems: WMATA will register USTs and ASTs with the Virginia Department of Environmental Quality (VDEQ). The Contractor shall operate and maintain tank systems and tank monitoring systems in accordance with regulations. The Contractor must: perform inspections and periodic testing; maintain documentation; and provide Class A, B & C UST Operators.

Hazardous Wastes and Universal Wastes: WMATA will obtain an EPA Generator ID Number from VDEQ. The Contractor must: properly manage hazardous and universal wastes; maintain and inspect waste accumulation areas; provide timely disposal of hazardous waste; maintain disposal manifests; and provide training to all employees who generate, handle or transport waste.

Non-hazardous Regulated Waste: The Contractor shall properly manage and dispose of regulated waste generated by facility operations or maintenance. The Contractor must maintain copies of bills of lading for all regulated waste removed from the facility.

Wastewater Discharges: The Contractor must comply with requirements to discharge industrial wastewater to the sanitary sewer system. At a minimum, comply with the Fairfax County Sewer Use Ordinance and any discharge permit or authorization requirements. The Contractor must routinely inspect and maintain (at least annually) wastewater pretreatment structures.

Stormwater discharges: WMATA will submit the VPDES General Permit for Industrial Activity Stormwater Discharges registration statement to VDEQ. The Contractor must implement best management practices and pollution prevention strategies at the facility and comply with requirements of the VDEQ discharge permit and the Municipal Separate Storm Sewer System (MS4) permittee (Fairfax County). The Contractor shall perform visual inspections, collect samples and prepare reports to document compliance, as required, at the system outfalls. The Contractor must routinely inspect and maintain (at least annually) stormwater pretreatment structures.

Air emission sources: WMATA will submit registration and/or permit applications for paint booths and emergency generators to VDEQ. Comply with requirements for all emission sources, including but not limited to paint booths, emergency generators, boilers and ozone-depleting substances (ODS). The Contractor must: provide and maintain required training; properly maintain sources; perform required monitoring; maintain records and prepare reports.

Spills or releases of any quantity of hazardous substances, including fuels and lubricants, on or from WMATA property shall be reported immediately to the Maintenance Operations Center at 202-962-1530. Provide notifications to regulatory agencies, as required. Provide reports to regulatory agencies and to WMATA.

The Contractor shall submit a Hazardous Materials Management Plan (**CDRL 0015**) that complies with WMATA's Environmental Management Policy Manual, and all applicable federal, state, local, and EPA laws, policies, and regulations to WMATA for review and approval.

If the WMATA exercises the facility option for this contract, the Contractor's Hazardous Materials Management Plan must include Hazard Materials Management processes and procedures for the operation of the Cinder Bed Facility.

WMATA may, at its own discretion, conduct periodic audits and inspections to assure compliance with all federal, state, and local requirements and with the Contractor's Hazardous Materials Management Plan.

9. CONTRACT DELIVERABLES REQUIREMENTS LIST

CDRL No.	Description	Reference
0001	Mobilization and Start-Up Plan and Schedule	RFP Section 3.3
0002	Initial Material Inventory	RFP Section 3.3
0003	Initial Rolling Stock Inventory and Condition Assessment	RFP Section 3.3
0004	Initial Facility Inventory and Condition Assessment	RFP Section 3.3
0005	Final Material Inventory Audit	RFP Section, 3.3.1, C.
0006	Final Rolling Stock Condition Audit	RFP Section, 3.3.1, C.
0007	Final Maintenance Facility Inventory and Condition Audit	RFP Section, 3.3.1, C.
0008	Final Support Equipment Inventory and Condition Audit	RFP Section 3.3.1, C.
0009	Bus Bridging Resource Plan	Schedule A1, Section 2.1.8
0010	Fatigue Management Policy	Schedule A1, Section 2.2.2
0011	Strategic Spare Staging Plan	Schedule A1, Section 2.2.3
0012	Vehicle Idling Policy	Schedule A1, Section 2.2.6
0013	Detailed System Safety Plan	Schedule A1, Section 2.2.7, A.
0014	Continuity of Operations Plan (COOP)	Schedule A1, Section 2.2.7, F.
0015	Hazardous Materials Management Plan	Schedule A1, Section 2.2.7, G.
0016	Personnel ID Badge Management Plan	Schedule A1, Section 2.2.8, A.
0017	Key Control Policy	Schedule A1, Section 2.2.8, B.
0018	Field Supervisor Scheduling Plan	Schedule A1, Section 2.3.3
0019	Uniform Plan	Schedule A1, Section 2.3.5
0020	Fluids Analysis Program Plan	Schedule A1, Section 2.5.2
0021	Vehicle Maintenance Plan	Schedule A1, Section 2.5.2
0022	Graffiti Abatement Plan	Schedule A1, 2.5.4
0023	Warranty Administration Plan	Schedule A1, Section 2.5.4
0024	Vehicle Cleaning Plan	Schedule A1, Section 2.5.5
0025	Vehicle Cleaning QA Plan	Schedule A1, Section 2.5.5
0026	Management of Deferred Maintenance Plan	Schedule A1, Section 2.5.10
0027	Organizational Chart	Schedule A1, Section 3.1.1
0028	Detailed Staffing Plan	Schedule A1, Section 3.1.4, A.
0029	Drug and Alcohol Testing Program	Schedule A1, Section 3.1.4, C.
0030	Detailed Personnel Training Plan	Schedule A1, Section 3.1.5
0031	Bus Mechanic Training Plan	Schedule A1, Section 3.1.5, A.
0032	Bus Operator Training Plan	Schedule A1, Section 3.1.5, B.
0033	Field Supervisor Training Plan	Schedule A1, Section 3.1.5, C.
0034	On-Going Safety and Training Program Plan	Schedule A1, Section 3.1.5, D.
0035	Key Personnel Directory	Schedule A1, Section 4.9
0036	Technology Management Plan	Schedule A1, Section 4.10
0037	Security Implementation Plan	Schedule A1, Section 4.13
0038	Strike Contingency Plan	Schedule A1, Section 7.2
0039	Site Emergency Plans (SEP)	Schedule A1, Section 7.3

**Cinder Bed Road
Bus Operations and Maintenance Facility**

RFP CQ18068

CDRL No.	Description	Reference
0040	Extended Coverage During Absences Plan	Schedule A1, Section 7.4
0041	Safety Data Sheets	Schedule A1, Section 7.6
0042	Finalized Subcontractors Listing	Schedule A1, Section 7.8.2
0043	Site Management and Facilities Maintenance Plan	Schedule A1, Section 8

Schedule C

Pricing

SCHEDULE C
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP -CQ18068
PRICE SCHEDULE SHEET INSTRUCTIONS

WMATA intends to award a firm fixed price contract based per revenue hour cost for the operating years, and a firm fixed price per month for each month of the start-up/transition period. Proposers must provide detailed information regarding the components that determine the proposed cost per revenue hour and start-up/transition per month cost.

Schedule C consists of two forms proposers must complete and submit as part of their price proposal: the Detailed Price Schedule Sheet and the Price Schedule Sheet Summary. The Detailed Price Schedule Sheet includes sections for the components of both fixed and variable costs.

Fixed costs include fully loaded compensation for the key management identified in the Scope of Work, plus all other proposed managers, supervisors, and maintenance staff. Additional fixed costs include insurance, equipment depreciation, location operating expenses, staff-related expenses, support services, overhead, management fee/profit, and any other expenses identified by the proposer.

Variable costs include operator wages, operator fringes and indirect, parts and materials, fuel, lubricants, operator expenses, and any other variable costs identified by the proposer.

Proposers shall provide pricing for each component identified for the start-up/transition period and for each year of contract operations. The fixed and variable expense subtotals for each contract period shall be summed to provide total costs for that period. For evaluation purposes, start-up/transition expenses shall be divided by the expected number of months in the start-up/transition period to provide a cost per month (note, final structure for start-up/transition expenses may be converted to be milestone-based). Expenses for each fiscal/operating year of the contract shall be summed and divided by the number of estimated annual revenue hours to provide a cost per revenue hour for that contract year. The estimated number of revenue hours may vary by plus or minus 10% of estimate for each contract year. The total cost per fiscal/operating year shall include an additional allowance of \$100,000. Proposers must complete the Price Schedule Summary Sheet with information from the Detailed Price Schedule Sheet, provide additional information for potential increases or decreases in the annual number of revenue hours, and include pricing for the facility maintenance option. In the Price Schedule Summary Sheet, proposers must transfer the grand total base contract cost from the Detailed Price Schedule Sheet as well as the total cost for the two option years. WMATA is further requiring that proposers provide per revenue hour pricing for each operating year based on potential future increases or decreases in annual revenue hours of +/- 10.01%-15.00%, +/- 15.01%-20.00%, and +/-

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT **RFP-CQ18068**



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SOLICITATION, OFFER AND AWARD

CONTRACT NO. CQ18068	SOLICITATION NO. RFP CQ18068 <input checked="" type="checkbox"/> ADVERTISED <input type="checkbox"/> NEGOTIATED	DATE ISSUED 11/16/2017	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
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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 January 17, 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
1	Transition/ Start-Up	1	LT	\$ _____	\$ _____
2	Base Year 1 – FY 2019 -2020	1	LT	\$ _____	\$ _____
3	Base Year 2 – FY 2020 - 2021	1	LT	\$ _____	\$ _____
4	Base Year 3 - FY 2021 - 2022	1	LT	\$ _____	\$ _____
5	Option Year 1 – FY2022 -2023	1	LT	\$ _____	\$ _____
6	Option Year 2 – FY2023 - 2024	1	LT	\$ _____	\$ _____

DUN & BRADSTREET ID NUMBER: _____

OFFEROR

Name and Address (Street, city, county, state, and zip code)	Name and Title of Person Authorized to Sign Offer (Print or Type) <table style="width: 100%;"> <tr> <td style="width: 50%;">Signature</td> <td style="width: 50%;">Offer Date</td> </tr> </table>	Signature	Offer Date
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

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP -CQ18068
PRICE SCHEDULE SHEET SUMMARY

The Contract through itself or others, shall provide professional services as well as technical, sub-professional, clerical and other services to satisfactorily provide the Cinder Bed Facility Bus Services and Maintenance as contemplated by the Scope of Services and Specifications contained in the Request for Proposal (RFP)

Grand Total Base Contract Cost - Start-Up & Fiscal Years 1 through 3 (From Cost Detail Sheet)

\$ _____

Total Option Years: Fiscal Years 4 and 5 (From Cost Detail Sheet)

\$ _____

Pricing for Estimated Revenue Hours Fluctuation

All prices are firm and fixed for the five (5) year term of the Contract. On July 1st of each fiscal year, the cost per revenue hour will be adjusted according to the fee schedule listed below.

	BASE CONTRACT TERM				OPTION YEAR 1	OPTION YEAR 2
	Start-Up/ Transition	Fiscal Year 1 12/2018 - 12/2019	Fiscal Year 2 12/2019 - 12/2020	Fiscal Year 3 12/2020 - 12/2021	Fiscal Year 4 12/2021 - 12/2022	Fiscal Year 5 12/2022 - 12/2023
Term (Months)	6	12	12	12	12	12
Estimated Revenue Hours Per Term		130,000	130,000	130,000	130,000	130,000
Cost per Revenue Hour 10.01% to 15.00% increase	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per Revenue Hour 15.01% to 20.00% increase	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per Revenue Hour 20.01% to 25.00% Increase	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per Revenue Hour 10.01% to 15.00% decrease	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per Revenue Hour 15.01% to 20.00% decrease	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per Revenue Hour 20.01% to 25.00% decrease	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

OPTION PRICING

NO. 1 Facility Maintenance

\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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Total Facility Maintenance Years 1-5)

\$ _____
\$ _____

NO. 2 - Open

TOTAL PRICING ALL OPTIONS

\$ _____

GRAND TOTAL PRICING: SERVICES FOR FISCAL YEARS 1 THROUGH 5 PLUS ALL OPTIONS:

\$ _____

SCHEDULE C
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
DETAILED PRICE SCHEDULE SHEET

Term (Months)	Base Years			Option Year 1	Option Year 2
	Start-Up/ Transition	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Fiscal Year 4
		12/2018 - 12/2019	12/2019 - 12/2020	12/2020 - 12/2021	12/2021 - 12/2022
	6	12	12	12	12
Fixed Cost Component					
General Manager Wages & Salary					
Operations Manager Wages & Salary					
Maintenance Manager Wages & Salary					
Other Supervisory Wages & Salaries					
Other Supervisory Fringes & Indirect					
Staff Wages & Salaries					
Staff Fringes & Indirect					
Maintenance Wages & Salaries					
Maintenance Fringes & Indirect					
Location Operating Expenses					
Equipment Depreciation					
Supervision Related Expenses					
Staff Related Expenses					
Insurance					
Other (specify)					
Support Services & Overhead					
Management Fee / Profit					
Total Fixed Expenses					
Total Operating Months	6	12	12	12	12
Fixed Cost per Month	\$	\$	\$	\$	\$
Variable Cost Component					
Operator Wages					
Operator Fringes & Indirect					
Parts & Materials					
Fuel					
Lubricants					
Operator Expenses					
Other (Specify)					
Total Variable Expenses					
Total Estimated Revenue Hours per Term (+/- 10%)		130,000	130,000	130,000	130,000
Variable Cost Per Revenue Hour	\$	\$	\$	\$	\$
TOTAL FIXED AND VARIABLE EXPENSES					
Total Estimated Revenue Hours per Term (+/- 10%)		130,000	130,000	130,000	130,000
TOTAL COST PER REVENUE HOUR					
ALLOWANCE - 1,500 Hours		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Total Cost Per Term	\$	\$	\$	\$	\$
Start-up Cost Payment Schedule by Month:					
Month #1	\$	Month #3	\$	Month #5	\$
Month #2	\$	Month #4	\$	Month #6	\$
				Total Months #1 - #6	\$
Grand Total Base Contract Cost - Start-Up & Fiscal Years 1 through 3					
				\$	
Total Cost - Option Years 1 & 2 - Fiscal Years 4 & 5					
				\$	

The Estimated Term Revenue Hours Provided are understood to be plus or minus 10% for the period.

Schedule D

RESERVED

Schedule E

RESERVED

Schedule F

Additional WMATA Policies and Procedures

ARTICLE 1. DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them. The following definitions shall apply throughout the Contract:

ADA. Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101, *et. seq.*

Authorized Signee. The person who is executing the Contract for the Proposer and is authorized to bind the Proposer.

Agreement or Contract. This agreement, specifically consisting of the documents described in “Documents Forming the Contract” and any amendments thereto.

Contract Administrator. WMATA employee who is delegated authority from the Contracting Officer to assist the Contracting Officer with formation and administration of the Contract.

Contracting Officer. WMATA employee with warrant authority delegated from the Chief Procurement Officer to enter into a contract on behalf of WMATA. The Contracting Officer is contact person responsible for all matters regarding this RFP.

Contractor. The individual, firm, company, corporation, partnership, or association entering into this Contract with WMATA (the “Authority”). The Contractor shall be identified on the Contract Award and Signature Page. Wherever used in this Contract, the term “Contractor” shall also refer to the Contractor’s employees, agents, subcontractors, and any designated representative, whose authority to act on the Contractor’s behalf shall be delegated in writing.

Fiscal Year. WMATA’s fiscal year that begins on July 1 and ends in the following year on June 30.

KPI. Key Performance Indicator

MTPD. Metro Transit Police Department

Non-revenue Vehicle. A vehicle that is used to support transit services but is not used in Revenue Service.

Work/Service. The work and services to be performed by the Contractor for WMATA’s benefit pursuant to this Contract as detailed in the Statement of Work and other Contract documents, including all administrative, design, documentation, engineering, equipment, installation, labor, legal, management, manufacturing, materials, supervision, testing, verification, and any other duties and services, professional or otherwise, to be furnished and provided by the Contractor as required by the Contract, including all efforts necessary or appropriate to achieve final acceptance of the Work contemplated by the Contract.

Working Days. WMATA’s Normal days of operation (Monday-Sunday) , unless otherwise specifically noted.

WMATA. Washington Metropolitan Area Transit Authority.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT

This Contract consists of the following: (1) these Terms and Conditions 2) Statement of Work; (3) Price Schedule; (4) Exhibits and Attachments and (5) amendments and modifications to the foregoing executed in accordance with this Contract.

ARTICLE 3. CONTRACT 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 funding provided by 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 the Contract.

ARTICLE 4. WMATA'S CONTRACT ADMINISTRATION

- A. **Contracting Officer**. WMATA's Contracting Officer shall be identified by name on the Contract Award and Signature Page. The Contracting Officer shall have the sole authority to enter into, modify or terminate this Contract, and these duties may not be delegated except by written instrument authorized by the Chief Procurement Officer.
- B. **Contract Administrator**. The Contracting Officer may designate a Contract Administrator, to assist in the award and general administration of this Contract. Contract Administrator only has authority up to the amount delegated by the Contracting Officer. The designated Contract Administrator must consult and seek the guidance and/or approval of the Contracting Officer regarding any contract actions necessary.

ARTICLE 5. EFFECTIVE DATE, PERIOD OF PERFORMANCE

- A. **Effective Date**. The Effective Date of this Contract is the date executed by both parties.
- B. **Period of Performance**. Performance shall commence upon execution of a Notice to Proceed signed by the Contracting Officer. The period of performance is 3 years commencing on the date of award.

ARTICLE 6. OPTIONS

- A. **Option Years v. Optional Services**. The Authority has the unilateral right to extend this Contract by exercising up to 2 option years, subject to all the terms and conditions herein. This Contract also includes optional services in both the base years and the option years. If the Authority

elects to include any optional services in the base years, it may, but is not required to, include the optional services in the option years.

B. **Notice.** The Authority may exercise the option years by written notice to the Contractor prior to commencement of the option year. The Authority shall give the Contractor a preliminary notice of its intent to exercise an option year within a reasonable time before the Contract expires. The preliminary notice does not commit the Authority to exercise an option. The notice to the Contractor shall state whether or not WMATA elects to include the optional services in the option year. Any notice stating that WMATA elects to include the optional services, shall only apply to the upcoming option year, for which the notice is given. Nothing contained herein creates an obligation upon WMATA to include the optional services in subsequent option years.

C. **Options – Evaluation**

In awarding this Contract, the Contracting Officer shall evaluate offers for any option quantities or periods contained in a solicitation in accordance with PPM §§ 4-21 through 4-23.

D. **Options – Exercise**

- (a) When exercising an option, the Contracting Officer shall provide written notice to the Contractor within a reasonable amount of time before exercising the option.
- (b) When the Contract provides for economic price adjustment and the Contractor requests a revision of the price, the Contracting Officer shall determine the effect of the adjustment on prices under the option before the option is exercised.
- (c) In accordance with PPM § 4-23, the Contracting Officer may exercise options only after determining that—
 - (1) Funds are available;
 - (2) The requirement covered by the option fulfills an existing WMATA need;
 - (3) The exercise of the option is the most advantageous method of fulfilling WMATA's needs, when price and other factors are considered.
 - (4) Contractor is not listed in the System for Award Management's Exclusions (*See www.sam.gov*).
 - (5) The Contractor's past performance evaluations on other Contract actions have been considered; and
 - (6) The Contractor's performance on this Contract has been acceptable in that it received satisfactory ratings.
- (d) The Contracting Officer, after considering price and other factors, shall make the determination on the basis of one (1) of the following:

- (1) A new solicitation fails to produce a better price or a more advantageous offer than that offered by the option. If it is anticipated that the best price available is the option price or that this is the more advantageous offer, the Contracting Officer should not use this method of testing the market.
 - (2) An informal analysis of prices or an examination of the market indicates that the option price is better than prices available in the market or that the option is the more advantageous offer.
 - (3) The time between the award of the Contract containing the option and the exercise of the option is so short that it indicates the option price is the lowest price obtainable or the more advantageous offer. The Contracting Officer shall take into consideration such factors as market stability and comparison of the time since award with the usual duration of Contracts for such supplies or services.
- (e) The determination of other factors under subparagraph (d), should take into account WMATA's need for continuity of operations and potential costs of disrupting operations.
- (f) Before exercising an option, the Contracting Officer shall make a written determination for the Contract file that the exercise is in accordance with the terms of the option, and the requirements of this clause. To satisfy requirements for full and open competition, the option must have been evaluated as part of the initial competition and be exercisable at an amount specified in or reasonably determinable from the terms of the basic contract, such as:
- (1) A specific dollar amount;
 - (2) An amount to be determined by applying provisions (or a formula) provided in the basic contract, but not including renegotiation of the price for work in a fixed-price type contract;
 - (3) In the case of a cost-type contract, if—
 - (i) The option contains a fixed or maximum fee; or
 - (ii) The fixed or maximum fee amount is determinable by applying a formula contained in the contract;
 - (4) A specific price that is subject to an economic price adjustment provision; or
 - (5) A specific price that is subject to change as the result of changes to prevailing labor rates provided by the U.S. Secretary of Labor.

E. Option For Increased or Decreased Quantities Of Supplies or Services

WMATA may increase or decrease the quantities of supplies or services called for in the Price Schedule, at the unit price specified. WMATA may also require the delivery of a numbered line item, identified in the Price Schedule as an option item, in the quantity and at the price stated in the Price Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within a reasonable amount of time before exercising the option. Delivery of the added items shall continue at the same rate as the like items called for under the Contract, unless the parties agree otherwise, in writing.

F. Options to Extend Services

WMATA may require continued performance of any services within the limits and at the rates specified in this Contract. These rates may be adjusted only as a result of revisions to the prevailing labor rates provided by the U.S. Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance thereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within a reasonable amount of time exercising the option.

G. Option to Extend the Term of the Contract

- A. WMATA may extend the term of this Contract by written notice to the Contractor within a reasonable amount of time exercising the option, provided that WMATA gives the Contractor a preliminary notice of its intent to extend within a reasonable amount of time before the Contract expires. The preliminary notice does not commit WMATA to the extension.
- B. The total duration of this Contract, including any options under this article shall be reasonable as determined by the Contracting Officer in consultation with counsel (COUN).

H. Options Exercised Out Of Sequence

WMATA may exercise options at any time, including during the base period, and in any sequence, even if it varies from the sequence stated in the Price Schedule. The Contractor may be entitled to an equitable adjustment in the Contract price, if exercising the option out of sequence causes any undue delay in performance of this Contract. If options are extended during the base period or out of sequence, any previously agreed to economic price adjustment for exercise of the option may not apply, at the Contracting Officer's discretion.

ARTICLE 7. CONSIDERATION

- A. In consideration of the Contractor's satisfactory performance of the Work in full compliance with the Contract, WMATA shall pay the Contractor in accordance with the Statement of Work and the Price Schedule.

B. WMATA shall not pay the Contractor for any Work performed prior to the Notice to Proceed.

C. WMATA shall not be required to pay any amount in excess of the firm fixed price, unless the Contractor has secured a written amendment to this Contract providing for such increase.

ARTICLE 8. TAX EXEMPTION

WMATA'S TAX EXEMPT STATUS

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."

The Contractor shall not charge WMATA any of the tax from which WMATA is exempt. 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.

ARTICLE 9. INVOICING AND PAYMENT

Invoicing and payment procedures shall be in accord with the Statement of Work and the Price Schedule. .

ARTICLE 10. RESERVED

ARTICLE 11. RESERVED

ARTICLE 12. NEW MATERIAL

Unless this Contract specifies otherwise, the Contractor represents that the supplies and components, including any former WMATA property identified[1], are new, including recycled (not used or reconditioned) and are not of such age or so deteriorated as to impair their usefulness or safety. If the Contractor believes that furnishing used or reconditioned supplies or components will be in the WMATA's interest, the Contractor shall so notify the Contracting Officer in writing. The Contractor's notice shall include the reasons for the request along with a proposal for any cost-savings to WMATA, if WMATA authorizes the use of used or reconditioned supplies or components.

ARTICLE 13. WARRANTY

A. Warranty Of Supplies

- (a) All workmanship, parts and materials furnished for this Contract shall be unconditionally warranted against failures or defects for the period of the manufacturer's warranty, or the period of performance of this Contract, whichever is longer. The warranty period begins 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 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.

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.

B. 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.

ARTICLE 14. HAZARDOUS MATERIALS

(a) The Contractor agrees to submit a Material Safety Data Sheet (U.S. Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous materials five (5) days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this Contract that involve exposure to hazardous materials or items containing these materials.

(b) "Hazardous material," as used in this clause, is defined in Federal Standard No. 313B, in effect on the date of this Contract.

(c) Neither the requirements of this clause nor the Authority’s acts or omissions shall relieve the Contractor of any responsibility or liability for the safety of Authority’s, personnel or property.

- (d) Nothing contained in this article shall relieve the Contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the requirement to obtain licenses and permits) in connection with hazardous materials.
- (e) The Authority's rights in data furnished under this Contract regarding hazardous materials are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to (a) apprise personnel of the hazards that they may be exposed to in using, handling, packaging, transporting, or disposing of hazardous materials (b) obtain medical treatment for those affected by the materials; and (c) have others use, duplicate, and disclose the data for the Authority for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this article in precedence over any other provision of this Contract providing for rights in data.
 - (3) The Authority is not precluded from using similar or identical data acquired from other sources.
 - (4) The data shall not be duplicated, disclosed, or released outside of the Authority, in whole or in part, for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies -

“This data furnished under this Contract shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the Contracting Officer’s permission. This legend shall be marked on any reproduction of this data.”
 - (5) The Contractor shall not place any restrictive legend on any data that (i) the Contractor or any subcontractor previously delivered to the Authority without limitations; or (ii) should be delivered without limitations under the “Rights in Technical Data” clause.
 - (6) The Contractor shall insert this article with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this Contract involving hazardous materials.

ARTICLE 15. CONTRACT CLOSEOUT

A. Contract Closing Procedures. Upon Contractor’s satisfactory performance of the Work in full compliance with this Contract, or upon termination of this Contract, the Contractor shall prepare a plan acceptable to the Authority to transition all assets, Work, and Services to the care, custody and control of the Authority upon final payment.

B. Final Payment. Prior to final payment under the Contract, and as a condition precedent thereto, the Contractor shall execute and deliver all Closing Documents to WMATA. Upon final payment, this Contract shall be considered closed; provided, however that certain provisions of this Contract shall, by their nature, survive termination.

ARTICLE 16. RECORDS AND DATA

A. For a period of seven (7) years following Contract closing, the Contractor shall maintain, preserve and make available to WMATA and any of its authorized representatives access at all reasonable times to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor shall maintain and WMATA shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs, or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's offices engaged in performing the Contract.

C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the Work terminated until five (5) years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

D. This Article 16 - "Records and Data" - applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

ARTICLE 17. PERFORMANCE OF WORK

A. Statement of Work. The Contractor shall provide WMATA with the Work set forth in Section II, Statement of Work, as may be modified.

B. Notice to Proceed. The Contractor shall not commence performance of Work nor be entitled to reimbursement of any costs incurred before WMATA has issued a written Notice to Proceed.

C. Time of Performance.

1. Time is of the essence. The Contractor shall complete the phases of Work in accordance with the agreed-upon work schedule included in the Statement of Work, if any. The work schedule shall include allowances for time required for WMATA's review and approval and for approvals of jurisdictional authorities. The Contractor shall not exceed the agreed-upon work schedule.
2. If the Contractor fails to timely submit required deliverable items as set forth on the work schedule, WMATA shall have the right to withhold payment, recover all

damages caused by late performance, and/or terminate this Contract in accordance its Termination provision.

3. The Contractor shall immediately inform WMATA of any delay in the Work that threatens to delay or extend any deadline or timeframe established by the Contract.

ARTICLE 18. CHANGE ORDERS AND CONTRACT AMENDMENTS

A. Change Orders. WMATA may at any time, by written order, make changes within the general scope of this Contract to the description of services to be performed, supplies to be provided; the time allowed for performance; or the place of performance.

- (a) 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.

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.

- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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.

ARTICLE 19. 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.

ARTICLE 20. 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

ARTICLE 21. 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.

ARTICLE 22. 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.

ARTICLE 23. 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.

ARTICLE 24. QUALITY OF WORK

A. The Contractor shall perform the Work in accordance with applicable laws, the agreed upon standards of performance in Contract, and, in the absence of a contrary requirement, with the prevailing standard of practice normally exercised in the performance of work of a similar nature by the most highly regarded contractors who perform the same or similar services. Contractor shall bear all costs of such compliance. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services and deliverables it furnishes under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in deliverable items under this Contract.

B. Neither WMATA's review, approval, or acceptance of, nor payment for, the services required under this Contract shall operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to WMATA in accordance with applicable law for all damages to WMATA caused by the Contractor's performance of any of the services furnished under this Contract.

C. The rights and remedies of WMATA provided for under this Contract are in addition to any other rights and remedies provided at law or in equity.

D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 25. PROFESSIONAL REQUIREMENTS

A. Certification, Registration, and Licensing. The Contractor and all persons performing Work under this Contract on behalf of the Contractor shall be certified, registered or licensed as may be required by applicable laws of all jurisdictions where work will be performed or as may otherwise be required by the Contract.

ARTICLE 26. KEY PERSONNEL AND CONTRACTOR REPRESENTATIVES

A. Key Personnel. The personnel listed on Exhibit ___ are considered to be essential to the Work required under this Contract. Prior to removing any key personnel from Contract Work, the Contractor shall notify WMATA within 14 days of such proposed removal and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Contract. No substitution of key personnel shall be made by the Contractor without the written consent of WMATA

B. The Contractor Representative(s). The Contractor may designate one or more representatives to administer this Contract and to have overall direction and control over the Work to be performed by the Contractor. Any representative(s) so designated under this provision shall personally supervise and control the Work to be performed in this Contract. The Contractor shall notify WMATA of the names and contact information of any designated Contractor representatives.

ARTICLE 27. WMATA OVERSIGHT

- A. WMATA shall have the right to review at all reasonable times, any Work by the Contractor. The extent and character of the work to be done by the Contractor shall be subject to the general oversight of WMATA.
- B. Any approval, review, inspection, direction or instruction by WMATA, or any party on behalf of WMATA, regarding the Work relates only to contractual requirements and shall in no way affect the Contractor's independent contractor status or obligation to perform in accordance with this Contract.

ARTICLE 28. WMATA FURNISHED PROPERTY

A. WMATA-Furnished Materials.

WMATA may make available to the Contractor certain real property, improvements, materials, and information collected, compiled, or developed by WMATA staff, consultants, planning organization, or municipalities necessary to perform under this Contract. All such material furnished to the Contractor shall be used by it only in connection with the performance of this Contract and title thereto shall at all times remain in WMATA, or the third party from whom WMATA required the right to use such property. Upon termination or completion of this Contract, all such material shall be returned promptly to WMATA. Nothing in this Article shall be construed to confer upon WMATA any patent, copyright, license or other right to use any materials or information not owned by WMATA.

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.

The Contractor shall indemnify and save and hold harmless WMATA, its officers, agents, and employees against any liability, including costs and expenses, resulting from any negligence, or willful or negligent violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any materials furnished by WMATA under this Contract.

B. Subject Data Created or Supplied by the Contractor.

The term “Subject Data” used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. “Subject Data” includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. “Subject Data” does not include financial reports, cost analyses, and similar information incidental to Contract administration.

All deliverables required under this Contract, including those in electronic form, prepared by the Contractor and/or its consultants are Subject Data for use solely with respect to the Work required herein. To the extent permitted by law, WMATA shall be deemed the owner of all Subject Data created under this Contract.

If a court of competent jurisdiction finds the Contractor to be the owner of any Subject Data created under this Contract, WMATA shall automatically be granted a perpetual nonexclusive, royalty-free, and irrevocable license to reproduce and use, and permit others to reproduce and use solely for WMATA’s internal use, all Subject Data created under this Contract solely for the purposes of performing the Work or for future alterations, or additions to the Work. The Contractor shall obtain similar nonexclusive licenses from its consultants consistent with this Contract. If, and upon the date the Contractor is adjudged in default of this Contract, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting WMATA to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Subject Data solely for purposes of completing, using and maintaining the Work, or for future alterations, or additions to the Work.

ARTICLE 29. DUTY TO PROTECT CRITICAL INFRASTRUCTURE AND SECURITY SENSITIVE INFORMATION

A. For the purposes of this Contract, the following terms have the meanings prescribed herein:

1. Critical Infrastructure (“CI”) shall mean those systems and assets, whether physical or virtual, vital to WMATA’s security, economic security, the public health, safety, or the like, or any combination thereof.
2. Critical Infrastructure Information (“CII”) shall mean information, whether physical or virtual, not customarily in the public domain and related to the security of critical infrastructure or protected systems. CII consists of records and information regarding the design, construction, fabrication, maintenance, testing, or operation of CI, whether or not prepared by the Contractor. CII shall also include all information specified in Chapter I, Department of Homeland Security (“DHS”), 6 C.F.R § 29.2 if provided by WMATA to the Contractor.

3. Sensitive Security Information (“SSI”) is information that is obtained or developed in the conduct of security activities, including research and development. Documents containing SSI are exempt from disclosure under Transportation Security Administration (“TSA”), Department of Homeland Security regulations, 49 C.F.R. Parts 15 and 1520. SSI shall have the meaning set forth 49 C.F.R. § 1520.5 and shall include, but not be limited to:
 - a. Security screening information, including descriptions of a test object or test procedure for any device for the detection of any weapon, explosive, incendiary or destructive device or substance; security training materials; identification of security personnel;
 - b. Systems security information, including communications equipment such as computer systems, telephone systems, Automatic Vehicle Locator systems and programs integral to light rail switch and bus dispatch centers;
 - c. Security programs and contingency plans;
 - d. Security directives issued by TSA;
 - e. Security inspection or investigative information;
 - f. Threat information;
 - g. Security measures; and
 - h. Information circulars; performance specifications; vulnerability assessments.
4. “Authorized Persons” shall include only those persons with a “need to know,” as defined in 49 C.F.R. parts 15 and 1520, and who are authorized by virtue of their necessity to perform as required by the Contract.

B. Pursuant to the Contractor’s Work for WMATA under the Contract, the Contractor may receive various documents or other records that may contain CII and/or SSI. The Contractor may plan, design, build and/or implement CI for WMATA, and any information, whether physical or virtual, created during the development of CI contains either CII or SSI or both.

C. The Contractor shall be responsible for the safe-keeping and non-disclosure of all documents containing CII and/or SSI. The Contractor must sign, and must require all subcontractors and other agents performing under this Contract to sign, a Confidentiality and Non-Disclosure Certification.

D. The Contractor understands the following with respect to any documents, or information therein, that are provided by WMATA, or which come into the Contractor’s possession pursuant to the Contractor’s Work for WMATA:

1. Documents containing SSI:

- a. Shall bear a protective marking limiting distribution of these documents, that shall not be removed or altered in any way;
 - b. Shall be controlled, handled, transmitted, distributed, and disposed of in accordance with 49 C.F.R. § 1520.9; and
 - c. Shall not be released to the public or to other personnel who do not have a valid "need to know" without prior approval in writing by TSA or the Secretary of DOT.
2. Documents containing CI and/or CII:
- a. These documents are considered by WMATA to contain information that is vital to WMATA's security and safe operations, whether or not these documents are otherwise classified by any other entity or law as containing such information.
 - b. The use of the terms CI and CII by WMATA shall not be construed to imply WMATA's participation in any state or Federal security reporting program.

E. The Contractor agrees to the following with respect to any documents containing SSI or CII that are provided by WMATA, or which come into the Contractor's possession pursuant to the Contractor's Work for WMATA:

1. The Contractor shall not photocopy or transmit electronically any documents containing SSI and/or CII, unless strictly necessary for the performance of the Contract under which the documents were initially distributed to the Contractor.
2. The Contractor will safeguard these documents and the information therein, to prevent inadvertent disclosure of them by keeping the documents, when not in use, in a secure container, such as a locked desk, file cabinet, or locked room.
3. The Contractor shall release these documents or the information therein to Authorized Persons only, such as a party, company, person, organization or entity that expressly serves the Contractor's obligations to WMATA under this Contract as determined by the Contractor's employee(s) with appropriate supervisory and decision-making authority.
4. The Contractor shall not release these documents or the information therein pursuant to any external request, whether purported to be under WMATA's Public Access to Records Program without notifying WMATA and providing it with the opportunity to protect these documents from disclosure. The Contractor shall notify WMATA if a request is made for any documents containing CII and/or SSI, if the request is made by anyone not an Authorized Person.
5. The Contractor shall notify WMATA as soon as possible, and in no event later than 24 hours, after discovery that either SSI or CII has been disclosed to unauthorized

persons. Unauthorized breach of the Contractor's security safeguards, whether physical or virtual, that may have allowed unauthorized persons to access CII or SSI shall be deemed a disclosure. The Contractor shall notify local police as well as WMATA in the event that any documents containing SSI have been disclosed in the course of theft.

6. WMATA may request that the Contractor take measures to recover information, investigate thoroughly the extent of the breach and potential distribution of SSI and CII. If the breach was the Contractor's fault, the Contractor shall indemnify WMATA for all costs resulting from the breach. WMATA may pursue additional legal remedies.
7. The Contractor shall return, or destroy, CII and/or SSI documents following the completion of the Contract. Specifically, upon completion of the Contract and issuance of final payment to the Contractor, the Contractor may be directed by WMATA to return to WMATA, or to destroy, all or part of the CII or SSI in the possession of the Contractor.
8. If the Contractor is authorized to retain all or any portion of CII or SSI received in the course of the contract, whether for ongoing warranty or other work, the Contractor's duty to protect the information pursuant to this Article shall remain in full force and effect.
9. The Contractor's duty to protect CII and SSI extends to all Authorized Persons to whom such it provided such information in assembling the proposal for this Contract. The Contractor is solely responsible for access to, handling and recollection of such information or materials. If CII or SSI is ordered returned or destroyed, the Contractor shall ensure that no physical or virtual copies remain in its possession, or in the possession of any of its Authorized Persons.

F. Where the Contractor prepares, develops, designs, builds or implements CI or SSI for WMATA, any resulting documents created by the Contractor containing CII and/or SSI, shall be safeguarded in the storage, transmission or retention by marking all such information, whether physical or virtual, with a statement that:

1. The information contains SSI and/or CII; and
2. The SSI and/or CII may be disclosed only to Authorized Persons and only for purposes of the performance of this Contract, making specific reference to the Contract number.

G. The Contractor agrees that disclosure of CII or SSI to any unauthorized person, whether authorized by the Contractor or by theft or negligence, may be considered a breach of this contract. The Contractor further agrees that WMATA may seek appropriate legal remedies for any violation of this Article.

H. This Article, and all of the duties and obligations created by it, shall survive completion or termination of the contract for so long as the Contractor retains any WMATA documents containing SSI and/or CII.

ARTICLE 30. INSURANCE, INDEMNITY, AND BOND REQUIREMENTS

The Contractor shall maintain in full force and effect insurance, in the amounts and coverages defined on Exhibit ___, attached hereto and incorporated herewith. The Contractor shall maintain any bonds required Exhibit _____. *[Note to Contractor: See Exhibit [X] attached at the end of this Schedule F]*

ARTICLE 31. 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.

ARTICLE 32. TERMINATION

A. Termination for Default

- (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.
- (i) 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.

B. Termination for Convenience

- (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.

ARTICLE 33. SUSPENSION OF WORK[2].

WMATA may suspend the performance of the Contractor by giving the Contractor written notice. Upon Contractor's receipt of notice of suspension of Work, the Contractor shall perform no further Work and WMATA will not be required to reimburse the Contractor for any costs incurred subsequent to Contractor's receipt of notice of suspension and prior to notice to resume Work, if any. Suspension of Work may be in whole or in part, as specified by WMATA. The Contractor shall continue to submit invoices for Work performed. If after six months of suspension, WMATA has not given the Contractor A Notice to Resume Work, the Contractor is entitled to request in writing that WMATA either (1) amend the Price Schedule or (2) terminate the Contract. If suspension for more than six months is not the Contractor's fault, in any part, WMATA shall be required to amend or terminate the Contract. No amendment to the Contract shall be made under this Article if suspension, delay, or interruption is the Contractor's fault, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

ARTICLE 34. RESERVED

ARTICLE 35. DISPUTES

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.

- (a) 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.

ARTICLE 36. 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 the Contract. If the Contracting Officer does not grant a request for an exception, and the 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 clause, 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 non-compliance 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 clause shall be final and shall be considered a question of fact within the meaning of the "Disputes" article of this Contract.

ARTICLE 37. 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.

ARTICLE 38. 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.
- (d) 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.

ARTICLE 39. OFFICIALS NOT TO BENEFIT

No member of or delegate to 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 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).

Enforcement of this article shall be consistent with 18 U.S.C. §431.

ARTICLE 40. GRATUITIES

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.

- (a) Reported instances of the giving or offering to give gratuities within the context of this "Gratuities" clause 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 clause 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.
- (b) 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.

ARTICLE 41. _CONFIDENTIALITY

A. In this Article, **Information** means all information relating to WMATA that is not subject to disclosure under WMATA's Public Access to Records Program [PARP] and is supplied by or on behalf of WMATA (whether before or after the date of this Contract), either in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with the Contractor (which for purposes of this provision shall be deemed to include the Contractor's employees and any subcontractors engaged under this Contract) or which is obtained through observations made by the Contractor and such term includes all Work products, deliverables, analyses, compilations, studies and other documents whether prepared by or on behalf of WMATA which contain or otherwise reflect or are derived from such information.

B. The Contractor shall maintain the confidentiality of any Information, except that Information may be disclosed or provided by the Contractor or its subcontractors:

- 1. to directors, officers, employees, consultants and agents of the Contractor, including accountants, legal counsel and other advisors;

2. to any subcontractors to the extent such Information is necessary for the performance by the Contractor of its obligations under this Contract; or
3. to the extent:
 - a. it is required to disclose such Information pursuant to federal, state or local law or by any subpoena or similar legal process or by any federal, state or local authority exercising jurisdiction over the Contractor;
 - b. WMATA confirms in writing that such Information is not required to be treated as confidential; or
 - c. such Information is or comes into the public domain otherwise than through any disclosure prohibited by this Contract; and

provided that, in the cases of paragraphs (1), (2) and (3), the persons to whom such disclosure is made will be informed of the confidential nature of such Information and will so receive such Information subject to the same or similar requirements to maintain confidentiality as contained in this Contract.

C. The Contractor understands that any documents that it creates, supplies to WMATA or for which the Contractor acts as custodian for WMATA under this Contract are subject to public inspection and copying under[PARP]. The Contractor agrees that if it considers any such documents to be exempt from public disclosure, it will mark each such document as exempt, identifying the specific provision of law under which the Contractor is claiming exemption of such document from public disclosure. The Contractor further agrees that if a Request is filed with WMATA seeking disclosure of any documents created by the Contractor, supplied to WMATA, or held by the Contractor for WMATA under this Contract, the Contractor will, if necessary, assist WMATA in responding to the Request by locating any documents requested and providing them to WMATA within 24 hours, unless otherwise agreed in writing by WMATA. The Contractor agrees to hold WMATA harmless and, at WMATA's option, provide legal defense for WMATA from all claims and demands, including attorney's fees, asserted against WMATA that result from (i) the Contractor's failure to supply documents to WMATA or (ii) from WMATA's refusal to make public any documents the Contractor has designated as exempt. The Contractor also agrees that, if any action is filed in court seeking disclosure of exempt documents, WMATA may deposit the documents with the court and the Contractor will defend in court its designation of the information as exempt from disclosure.

D. The Contractor shall not use WMATA technology, data or Information to perform an illegal act and nor share any password or account access provided exclusively to the Contractor. The Contractor shall not attempt to use or obtain access codes in an unauthorized manner or from another user. The Contractor shall not allow non-employees to access WMATA computer systems, unless otherwise specifically allowed by WMATA.

E. The Contractor shall not use any asset of any kind that is provided to Contractor, or paid for, by WMATA under this Contract for any purpose or reason besides the faithful performance of the Work. Nor shall the Contractor allow non-employees to access or use any such WMATA assets, unless specifically allowed by WMATA in writing.

F. The Contractor acknowledges that the faithful compliance with this Article is necessary to protect WMATA and that any action inconsistent with this Article or with any WMATA policy and procedure will cause WMATA irreparable and continuing harm. Therefore, the Contractor consents to WMATA obtaining a court order to enjoin any action inconsistent with the provisions of this Article without WMATA having to post any bond or security for such order. WMATA may pursue other remedies available to it, all of which are nonexclusive and cumulative.

ARTICLE 42. 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.

ARTICLE 43. NOTICE OF BANKRUPTCY OR INSOLVENCY

If the Contractor intends to enter into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish to WMATA, by certified mail, notification of such intent five days in advance of the initiation of such proceedings. Such notice shall include (i) the date on which the bankruptcy petition is to be filed, (ii) the identity of the court in which the bankruptcy petition is to be filed, and (iii) a listing of contract numbers for all WMATA contracts against which final payment has not been made. Thereafter, Contractor shall provide a copy of all filings relate to the bankruptcy filing within 3 days of each filing. This obligation remains in effect until final payment under this Contract.

ARTICLE 44. NOTICES

Unless otherwise specified herein, notices required to be given by WMATA or the Contractor under this Contract must be provided in writing and delivered by e-mail or facsimile, and either hand delivery or U.S. Mail, first class, postage pre-paid, to the party representatives identified on the Contract Award and Signature Page. Notices sent by first class mail shall be deemed to have been received 5 days after having first been placed in the mail. Notice shall not be deemed given, if not provided in the manner prescribed in this Article.

ARTICLE 45. 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.

The successful proposer shall, within the time established in this Contract and as a condition to issuance of a Notice to Proceed, furnish performance and payment bonds, if applicable, on forms acceptable to the Authority and in the amounts indicated in this Contract.

ARTICLE 46. 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.

ARTICLE 47. 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.

ARTICLE 48. 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."

ARTICLE 49. 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

ARTICLE 50. 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.

ARTICLE 51. NOTICE OF PROTEST POLICY

- (a) The Authority's procedure for the administrative resolution of protests is set forth in Chapter 17 of the Procurement Procedures Manual. 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) Alleged violations must be submitted to the Contracting Officer who will administratively decide the protest.
- (c) 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.

ARTICLE 52. AUDIT, AVAILABILITY, AND INSPECTION OF RECORDS

- (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.

ARTICLE 53. 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 the Contracting Officer whenever the COTR has reason to believe that the Contractual not-to-exceed amount will be exceeded;
- (9) Prepare the Authority's estimate for proposed Contract modifications. Participate in negotiations for modifications;
- (10) Approve, in writing, the Contractor's progress schedule when required.
- (11) 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;
- (12) Maintain a comprehensive file/record of documents and correspondence concerning Contract activities and actions;
- (13) 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;
- (14) 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;

- (15) 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
 - (16) The presence or absence of the COTR or his or her inspectors shall not relieve the Contractor from any requirements of this Contract.
 - (17) 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.
 - (c) the option.

ARTICLE 54. 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 delivery(ies) will be actually and necessarily delayed;
 - (3) 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.

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.

- (d) 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.
- (e) 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.

ARTICLE 55. 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.

ARTICLE 56. INSPECTION OF SERVICES

- (a) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this Contract. The Contractor shall maintain complete records of all inspection work it performs and make them available to the Authority during Contract performance in the manner and in accordance with the time periods set forth in the "Audit and Inspection of Records" article of this Contract.
- (b) The Authority has the right to inspect and test all services called for by this Contract, at all times and places reasonably practicable during the term of this Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the Contract.
- (c) If the Authority performs inspections or tests on the Contractor's or subcontractor's premises, the Contractor shall furnish, and shall require subcontractors to furnish, without cost, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- (d) If any of the services performed do not conform to the Contract's requirements, the Authority may require the Contractor to perform them again in conformity with the Contract's requirements, without additional cost. When the defects in performance cannot reasonably be corrected by such further performance, the Authority may:
 - (1) Direct the Contractor to take necessary action to ensure that future performance conforms to this Contract's requirements; and/or

- (2) Reduce the Contract price to reflect the reduced value of the services performed.
- (e) If the Contractor fails to comply with the provisions of paragraph (d), the Authority may:
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost thereby incurred by the Authority; and/ or
 - (2) In the event that the Contracting Officer deems such failure to comply a material breach, terminate the Contract for default.
- (f) Nothing contained herein shall be deemed to preclude the Contracting Officer from reducing the Contract price due to the reduced value of nonconforming services to the Authority.

ARTICLE 57. INSPECTION OF SUPPLIES

- (a) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering supplies under this Contract and shall tender to the Authority for acceptance only supplies that have been inspected in accordance with the inspection system and that the Contractor determines to be in conformity with this Contract's requirements. As part of the system, the Contractor shall prepare records evidencing the nature and result of all inspections. These records shall be made available to the Authority during the term of the Contract and thereafter in accordance with the "Audit and Inspection of Records" article of this Contract. The Authority may perform reviews and evaluations as reasonably necessary to ascertain compliance with this article. These reviews and evaluations shall be conducted in a manner that will not unduly delay the Contract. Reviews, whether exercised or not, do not relieve the Contractor of its obligations under this Contract.
- (b) The Authority has the right to inspect and test all supplies under this Contract, to the extent practicable, at all places and times, including during manufacturing, and before acceptance. The Authority shall perform inspections and tests in a manner that will not unduly delay the Contract. The Authority assumes no Contractual obligation to perform any inspection and/or test nor shall the Authority's failure to perform any inspection and/ or test relieve the Contractor of any obligation under this Contract.
- (c) If the Authority performs inspection(s) or test(s) on the Contractor's or subcontractor's premises, the Contractor shall furnish, and shall require subcontractors to furnish, without additional cost, all reasonable facilities and assistance for the safe and convenient performance of these inspections or tests.
- (d) When supplies are not ready at the time specified for inspection or testing, the Contracting Officer may charge the Contractor for any additional, associated costs. The Contracting Officer may also charge the Contractor for any additional costs of

inspection or testing when prior rejection makes re-inspection or retesting necessary.

ARTICLE 58. 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.

ARTICLE 59. CORRECTION OF DEFICIENCIES

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.

ARTICLE 60. WMATA POLICIES AND PROCEDURES

CONTACTOR SHALL COMPLY WITH ALL POLICIES, PROCEDURES, AND STANDARDS IDENTIFIED IN EXHIBIT _____. CONTRACTOR SHALL COMPLY WITH ANY LICENSE AGREEMENTS REQUIRED TO USE OR ACCESS ANY SOFTWARE OR SYSTEM NEEDED TO PERFORM THE WORK OR SERVICES. CONTRACTOR SHALL NOT USE OR EXPLOIT ANY SUCH SOFTWARE OR SYSTEM FOR ANY PURPOSE OTHER THAN CONTRACTOR'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

ARTICLE 61. RESERVED

ARTICLE 62. [3] [4]CIVIL RIGHTS

The following requirements apply to the underlying Contract:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement 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. § 2000e 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 the Project. 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, Contractor agrees to comply with any Federal implementing requirements.

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, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any Federal implementing requirements.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any Federal implementing requirements.

C. Contractor also agrees to include these requirements in each subcontract entered into for performance of Work under this Contract.

ARTICLE 63. AMERICANS WITH DISABILITIES ACT ACCESSIBILITY –

- (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.

ARTICLE 64. GOVERNMENT-WIDE DEBARMENT OR SUSPENSION-

- (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.

ARTICLE 65. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

- (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.

ARTICLE 66. PROGRESS PAYMENTS

When satisfactory progress has not been achieved by a Contractor during any period for which a progress payment is to be made, a percentage of the progress payment may be retained. Retainage should not be used as a substitute for good contract management, and the Contracting Officer should not withhold funds without cause. Determinations to retain and the specific amount to be withheld shall be made by the Contracting Officer on a case-by-case basis. Such decisions will be

based on the Contracting Officer's assessment of past performance and the likelihood that such performance will continue. The amount of retainage withheld shall not exceed ten percent (10%) of the approved, estimated amount in accordance with the terms of this Contract and may be adjusted as the Contract approaches completion to recognize better than expected performance, the ability to rely on alternative safeguards, and other factors. Upon completion of all Contract requirements, retained amounts shall be paid promptly.

ARTICLE 67. SAFETY REQUIREMENTS

- (a) The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the District of Columbia, State of Maryland, Commonwealth of Virginia or political subdivision where the work is being performed, as well as the METRO Construction Safety and Environmental Manual (1984, as amended) issued by the Authority, and the U.S. Department of Labor OSHA standards pertaining to the safe performance of the work. In the absence of a specific construction industry standard, the Contractor is required to comply with either an established OSHA General Industry Standard, National Institute for Occupational Safety and Health (NIOSH) guidelines, American Conference of Governmental Industrial Hygienists (ACGIH) guidelines, American National Standards Institute (ANSI) guidelines, the WMATA System Safety Program Plan, the WMATA Construction Safety and Environmental Manual, or the Metrorail Safety Rules and Procedures Handbook. For contracts where work will be performed on, or will interface with the Metrorail System, the Contractor shall also comply with the publication entitled "Metrorail Safety Rules and Procedures Handbook." In the event of a conflict between these guidelines and applicable Federal, State or local health and safety laws, regulations or standards, the more stringent standard shall apply. Further, the Contractor shall ensure that all methods of performing the work do not involve danger to the personnel working at the site, and the public and private property, whether or not these methods are cited or indicated in the Contract. The Contractor shall immediately provide to the Contracting Officer, a copy of all citations and/or warnings of safety violations received from any Federal, State or local jurisdiction or agency thereof, and/or all notifications of safety violations from insurance companies. The Contractor shall also provide to the Contracting Officer, copies of any and all subpoenas, complaints or other documents relating to any law suit alleging safety violations.
- (b) The Contractor shall employ and assign a full-time Safety Superintendent for Contracts involving "safety sensitive" functions. (*See Combined Glossary attached hereto for a definition*). The Safety Superintendent shall have a minimum of three (3) years of construction safety experience and hold an OSHA thirty (30) hour course card. He or she shall have the ability to develop and conduct safety training courses. He or she shall be familiar with industrial hygiene equipment and testing as required for the protection of all employees. The Safety Superintendent shall be employed exclusively for the purpose of supervising the safety of persons on or about the worksite and the property affected thereby. The Safety Superintendent shall also be responsible for providing first aid at the worksite and must have a current Red Cross First Aid Certificate. The Contractor shall notify the Contracting

Officer a reasonable amount of time beforehand, any time that the Safety Superintendent will not be on site during work hours. If, at any time, the worksite is without the services of an approved Safety Superintendent for a period of three (3) calendar days or more, the work may be closed down at the Contracting Officer's discretion. The Safety Superintendent must be acceptable to the Contracting Officer and his or her performance will be reviewed on a continuing basis. If the Safety Superintendent's effectiveness is below standard, the Contractor shall provide immediate replacement at the Contracting Officer's direction. Once employed, the Safety Superintendent shall not be changed without the Contracting Officer's permission. The Safety Superintendent can be terminated at any time, at the Contracting Officer's discretion.

- (c) The Contractor shall provide, at the site of the work, a first aid kit which shall be fully equipped to meet the needs of the anticipated work force.
- (d) The Contractor shall follow all appropriate RAIL Operational Rules, Operational Administrative Procedures (OAPs), Standard Operational Procedures (SOPs) and General and Special Orders while on the operational railroad and all Start-Up Rules and Manager's Notices when in declared start-up areas.

ARTICLE 68. 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.

ARTICLE 69. INDEPENDENT CONTRACTOR

A. The Contractor shall perform its duties under this Contract as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be an agent or representative of WMATA. Neither the Contractor nor any agent or employee of the Contractor shall be an employee or servant of WMATA. Nothing contained in the Contract Documents or otherwise creates any partnership, joint venture, or other association or relationship between WMATA and the Contractor. Any approval, review, inspection, direction or instruction by WMATA or any party on behalf of WMATA in respect to the Work or services of the Contractor shall relate to the requirements of the Contract, and shall in no way affect the Contractor's independent contractor status or obligation to perform the Work in accordance with the Contract Documents. The Contractor has no authorization, express or implied, to bind WMATA to any agreements, liability, or understanding except as expressly set forth in this Contract.

B. The Contractor shall pay when due all Federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to the Contractor's employees, as well as all sales, consumer, employment, use and similar taxes for the Work or portions of the Work provided by or through the Contractor or any subcontractor or vendor or relating to their operations or property. The Contractor acknowledges

that its employees and agents are not entitled to workers' compensation benefits or unemployment insurance benefits unless the Contractor or third party provides such coverage, and that WMATA does not pay for or otherwise provide such coverage.

ARTICLE 70. SUCCESSORS AND ASSIGNS

The Contractor shall not assign any rights, duties, or obligations under this Contract . The Contractor shall not delegate any rights, duties, or obligations under this Contract (or subcontract any part of the performance required) without WMATA's prior, express, written consent.

- (a) 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 consolidation, 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.

ARTICLE 71. RESERVED

ARTICLE 72. NO THIRD PARTY BENEFICIARIES

This Contract shall inure to the benefit of and be binding only upon the parties and their successors and assigns. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the parties to the Contract. No other person or entity shall have any claim or right of action as a Contract beneficiary; all such non-parties shall be incidental beneficiaries only.

ARTICLE 73. EXTENT OF AGREEMENT

This Contract represents the entire agreement between WMATA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by the Contracting Officer and the Contractor.

ARTICLE 74. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original having identical legal effect, and all of which together constitute the same instrument.

ARTICLE 75. INTERPRETATION OF CONTRACT

No interpretation of any provision of this Contract shall be binding on WMATA unless signed by the General Manager, Contracting Officer or other WMATA employee with delegated warrant authority. No alteration or interlineation of this Contract shall be binding on WMATA unless expressly referenced in Contract.

ARTICLE 76. SEVERABILITY

If any part of this Contract is held by any court of competent jurisdiction to be illegal or in conflict with any federal law or law of the State of District of Columbia/Commonwealth of Virginia, the validity of the remaining parts shall not be affected, and the rights and obligations of the Contractor and WMATA shall be construed and enforced as if the Contract did not contain the invalid part.

ARTICLE 77. AUTHORITY

Each person executing this Contract expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Contract and to bind the party to the Contract terms and conditions.

ARTICLE 78. CHOICE OF LAW, 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.

ARTICLE 79. NON-WAIVER

WMATA's waiver of, or failure to act on, any breach of a Contract term shall not operate to amend the Contract, be a waiver of any other term, or of the same term upon subsequent breach.

ARTICLE 80. CRIMINAL BACKGROUND SCREENING REQUIREMENTS

- (a) As a prerequisite to eligibility for a WMATA-issued identification and access badge ("One Badge"), 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 will be working on WMATA's premises or otherwise have access to WMATA's customers, property, or confidential information. All required criminal background check screenings of the Contractor's personnel shall take into consideration (1) the nature of the services or work being performed 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. At the time of Contract Award, the Contractor shall provide the Contracting Officer with a copy of its criminal background check screening policies and procedures to demonstrate that it considers these factors. 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.

- (b) 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.
- (c) 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.
- (d) The Contractor will include this article in all subcontracts under this Contract, and ensure that its subcontractors undergo the required criminal background checks.

ARTICLE 81. LIVING WAGE

- (a) The Authority's Living Wage Policy and implementing regulations apply with respect to all contracts for services (including construction) awarded in an amount that exceeds \$150,000 in a twelve (12) month period. If this Contract meets those criteria, the following requirements are applicable:
- (b) The Authority's living wage rate is \$13.85 per hour, and may be reduced by the Contractor's per-employee cost for health insurance.

- (c) The Contractor shall:
 - (1) Pay the Authority's living wage rate, effective during the time the work is performed, to all employees who perform work under this Contract;
 - (2) Include this "Living Wage" article in all subcontracts that exceed \$150,000 in a twelve (12) month period awarded under this Contract;
 - (3) Maintain payroll records, in accordance with the requirements of this Contract, and include a similar provision in affected subcontracts that requires the subcontractor to maintain its payroll records for the same length of time; and
 - (4) Certify with each monthly invoice that the Authority's living wage rate was paid to affected employees, or if applicable, certify prior to Contract award or Contract extension, if any, that one or more of the exemptions in paragraph (d) below applies.
 - (5) The Contractor shall not split or subdivide this Contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor to avoid compliance with this "Living Wage" article
- (d) Exemptions to this "Living Wage" article include:
 - (1) Contracts and agreements subject to higher wage rates required by Federal law or collective bargaining agreements;
 - (2) Contracts or agreements for regulated utilities;
 - (3) Emergency services to prevent or respond to a disaster or imminent threat to public health and safety;
 - (4) Contractor employees who work less than full time; and
 - (5) Contractors who employ fewer than ten (10) employees.
- (e) The Authority may adjust the living wage rate effective in January of each year. The adjustment will reflect the average living wage rate among Metro's Compact jurisdictions with living wage rates. If after Contract award the living wage rate increases, the Contractor is entitled to an equitable adjustment to the Contract price in the amount of the increase for employees who are affected by the escalated wage.
- (f) Failure to comply with the Authority's Living Wage Policy shall result in the Authority's right to exercise available contract remedies, including contract termination, where no fraud is suspected.
- (g) If fraud is suspected, the Authority's only remedy prior to 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 state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

ARTICLE 82. 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.

Exhibit Associated with Article 25 (Insurance, Indemnity, and Bond Requirements)
Exhibit [A]

Cinder Bed Road Bus Outsourcing RFP
Indemnification and Insurance Requirements

INDEMNIFICATION

1. 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 attorney's 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, including but not limited to the WMATA-owned buses (however financed) in Contractor's care, custody and control; occurring in connection with, or in any way arising out of a violation of applicable law, 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 obligation of Contractor under this Contract.
2. 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.
3. If any action or proceeding relating to the indemnification required is brought against the Authority, then upon written notice to the Contractor, it 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.
4. Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to the Authority pursuant to this Section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

MINIMUM REQUIRED INSURANCE

INSURANCE TYPE	LIMITS	BASIS
Workers' Compensation	Statutory	
Employers' Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Commercial General Liability		
	\$5,000,000	Each Occurrence Limit
	\$5,000,000	General Aggregate Limit
	\$5,000,000	Products-Completed Operations Limit
Property		
	Limits sufficient to cover all WMATA buses in contractor's care, custody and control, bus garage contents and equipment	Each Occurrence Limit
Business Auto Liability		
	\$25,000,000	Combined Single Limit
Pollution Liability		
	\$2,000,000	Each Claim
Crime		
	\$2,000,000	Each Claim

MINIMUM INSURANCE PROVISIONS

- 1) Contractor is required to maintain the prescribed insurance outlined in this Exhibit A during the entire period of performance under this contract. Notice to Proceed (NTP) will not be issued until all required insurance has been accepted by WMATA.
- 2) The prescribed insurance coverage and limits of insurance are minimum required coverages and limits. Contractor is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and or limits of insurance that Contractor deems prudent and necessary to manage risk in the completion of this contract.
- 3) Upon written request from WMATA, contractor shall provide copies of any requested insurance policies, including applicable endorsements, within five (5) business days of such request.

- 4) Receipt, review or communications regarding certificates of insurance (COI), insurance policies, endorsements, or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by WMATA.
- 5) Insurance companies must be acceptable to WMATA and must have an A. M. Best rating of at least A- VII.
- 6) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 7) Any insurance policy utilizing a Self-Insured Retention (SIR) requires written approval from WMATA.
- 8) Contractor must incorporate these Minimum Insurance Requirements into contract requirements of all subcontractors of every tier; however, Contractor, at its sole peril, may amend these Minimum Insurance Requirements for its subcontractors, but doing so does not relieve Contractor from its respective liability to WMATA.
- 9) Compliance with these Minimum Insurance Requirements does not relieve Contractor from Contractor's respective liability to WMATA, even if that liability exceeds the Minimum Insurance Requirements.

COVERAGE-SPECIFIC REQUIREMENTS

Commercial General Liability

- 1) Commercial General Liability (CGL) shall be written on ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and an Umbrella/Excess Liability coverage form(s), provided that the Umbrella/Excess Liability coverage form(s) provides the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" section below.
- 5) Defense Costs (Allocated Loss Adjustment Expense) must be included and outside of the policy limits for all primary liability and Umbrella/Excess Liability policies.

Property

Contractor shall insure all assigned WMATA buses, Cinder Bed Road Bus Garage contents and equipment in contractor's care, custody and control against physical damage under an all-risks property policy with limits sufficient to cover their replacement cost value.

Business Auto Liability

- 1) Business Auto Liability insurance shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" section below.

- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a primary business auto liability policy and an Umbrella/Excess Liability policy provided that the Umbrella/Excess Liability policy complies with items 2 and 3 above.
- 5) For work involving the transportation or disposal of any hazardous material or waste off of the jobsite, the following endorsements must be added: the MCS-90 Endorsement; form CA 99 48, broadened coverage for pollution liability; and the Non-Owned Disposal Site (NODS) Endorsement providing coverage for the Contractor's legal liability arising out of pollution conditions at the designated non-owned disposal site.

Pollution Liability Insurance

Contractor, any subcontractor of any tier, or any supplier performing work that may in any way involve contact with, exposure to or release of hazardous materials including but not limited to construction, soil testing and demolition, is required to maintain Pollution Liability insurance as follows:

- 1) Coverage can be written on an "occurrence" or "claims-made" basis.
- 2) Coverage can be written on "non-admitted" paper.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" section below.

Crime Insurance

Contractor is required to maintain crime insurance The policy must include:

1. Employee dishonesty coverage;
2. Theft insurance coverage, inside and outside; and
3. Client Property Endorsement.

OTHER

Additional Insured

- 1) Contractor and subcontractors of every tier are required to add WMATA and WMATA Board of Directors as additional insured on all required insurance including excess liability policies, with the exception of Workers' Compensation.
- 2) Required insurance shall be primary and non-contributory.
- 3) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 4) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction(s) where the contract scope of work takes place.
- 5) Commercial General Liability and Umbrella/Excess Liability forms must provide defense coverage for additional insureds. The Additional Insured Endorsement shall provide coverage for Ongoing as well as Products and Completed Operations with no limitation on when claims can be made.

Waiver of Subrogation

Contractor and subcontractors of every tier are required to have all insurance policies endorsed to waive the respective insurance company's rights of recovery against WMATA, and the WMATA Board of Directors.

- 1) Waiver shall be provided on an endorsement that is acceptable to WMATA.

Certificate of Insurance (COI)

Contractor shall provide WMATA an ACORD Certificate of Insurance (COI) and copies of all required endorsements as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be sent to WMATA.

The Certificate Holder box should read:

Washington Metropolitan Area Transit Authority
Office of Insurance, Room 8F
600 Fifth Street, NW
Washington, DC 20001

Additionally:

- 1) Proposed material modifications to required insurance, including notice of cancellation, must be received by WMATA in writing at least 30 days prior to the effective date of such change or cancellation.
- 2) WMATA's receipt of copies of any COI, policy endorsements or policies does not relieve Contractor of the obligation to remain in compliance with the requirements of this Section at all times. Contractor's failure to comply with these insurance requirements shall constitute a material breach of this Contract.
- 3) Receipt of the COI does not constitute acceptance of the insurance outlined above.

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 offeror's 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. **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	

4. **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:

- 4.1 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

- 4.2 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	

5. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

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

- 5.1 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.

- 5.1.1 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:

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

- 5.1.1.2 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;

- 5.1.1.3 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.

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

5.2 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.

5.2.1 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.

5.2.2 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.

5.3 The Certification required by 6.2, 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	

6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

6.1 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:

6.1.1 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;

6.1.2 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

6.1.3 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.

6.2 Each person signing this offer certifies that:

6.2.1 He or she is the person in the offeror's 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 7.1.1 through 7.1.3 above; or

6.2.2 He or she is not the person in the offeror's 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 7.1.1 through 7.1.3 above; or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

7. **NONDISCRIMINATION ASSURANCE**

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	

8. **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:

8.1 ☐ 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.

8.2 ☐ 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

- 8.3 The certification required by 9.1 and 9.2 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	

9. **CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY)**

By submission of this offer, the offeror certifies that:

- 9.1 It will conduct 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.
- 9.2 It will screen for criminal convictions, 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. The COTR will provide this information to WMATA's Badge Office, for any Contractor employees or agents requiring a WMATA Contractors' badge for admission to a WMATA facility.
- 9.3 The Offeror will conduct the screenings identified in paragraph 18.2 above according to WMATA's Policy Instruction 7.2.3/2 "Criminal Background Checks," (a copy is available at www.wmata.com under "Business with Metro"). The Offeror will take due regard for the nature of the job(s) to which the Contractor personnel are or would be assigned and their exposure to and interaction with WMATA's customers and the general public.
- 9.4 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.
- 9.5 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.

- 9.6 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 and who work on this Contract during each calendar year within this Contract's period of performance.

Name	Signature
Title	Company
Date	

10. **CERTIFICATION REQUIRED FOR ALL SAFETY-SENSITIVE¹ CONTRACTS.**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Failure to comply with this certification may result in WMATA issuing sanctions and pursuing available contractual remedies.

Name	Signature
Title	Company
Date	

¹ See the Combined Glossary for a definition of "safety-sensitive."

Schedule G

(RESERVED)

Schedule H
WMATA FORMS

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION RFP CQ18068

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

CDRL Checklist

CDRL No.	Description	Reference	SUBMITTED	
			YES	NO
0001	Mobilization and Start-Up Plan and Schedule	RFP Section 3.3		
0002	Initial Material Inventory	RFP Section 3.3		
0003	Initial Rolling Stock Inventory and Condition Assessment	Deliverable Checklist		
0004	Initial Facility Inventory and Condition Assessment	RFP Section 3.3		
0005	Final Material Inventory Audit	RFP Section, 3.3.1, C.		
0006	Final Rolling Stock Condition Audit	RFP Section, 3.3.1, C.		
0007	Final Maintenance Facility Inventory and Condition Audit	RFP Section, 3.3.1, C.		
0008	Final Support Equipment Inventory and Condition Audit	RFP Section 3.3.1, C.		
0009	Bus Bridging Resource Plan	Schedule A1, Section 2.1.8		
0010	Fatigue Management Policy	Schedule A1, Section 2.2.2		
0011	Strategic Spare Staging Plan	Schedule A1, Section 2.2.3		
0012	Vehicle Idling Policy	Schedule A1, Section 2.2.6		
0013	Detailed System Safety Plan	Schedule A1, Section 2.2.7, A.		
0014	Continuity of Operations Plan (COOP)	Schedule A1, Section 2.2.7, F.		
0015	Hazardous Materials Management Plan	Schedule A1, Section 2.2.7, G.		
0016	Personnel ID Badge Management Plan	Schedule A1, Section 2.2.8, A.		
0017	Key Control Policy	Schedule A1, Section 2.2.8, B.		
0018	Field Supervisor Scheduling Plan	Schedule A1, Section 2.3.3		
0019	Uniform Plan	Schedule A1, Section 2.3.5		
0020	Fluids Analysis Program Plan	Schedule A1, Section 2.5.2		
0021	Vehicle Maintenance Plan	Schedule A1, Section 2.5.2		
0022	Graffiti Abatement Plan	Schedule A1, 2.5.4		

CDRL No.	Description	Reference	SUBMITTED	
			YES	NO
0023	Warranty Administration Plan	Schedule A1, Section 2.5.4		
0024	Vehicle Cleaning Plan	Schedule A1, Section 2.5.5		
0025	Vehicle Cleaning QA Plan	Schedule A1, Section 2.5.5		
0026	Management of Deferred Maintenance Plan	Schedule A1, Section 2.5.10		
0027	Organizational Chart	Schedule A1, Section 3.1.1		
0028	Detailed Staffing Plan	Schedule A1, Section 3.1.4, A.		
0029	Drug and Alcohol Testing Program	Schedule A1, Section 3.1.4, C.		
0030	Detailed Personnel Training Plan	Schedule A1, Section 3.1.5		
0031	Bus Mechanic Training Plan	Schedule A1, Section 3.1.5, A.		
0032	Bus Operator Training Plan	Schedule A1, Section 3.1.5, B.		
0033	Field Supervisor Training Plan	Schedule A1, Section 3.1.5, C.		
0034	On-Going Safety and Training Program Plan	Schedule A1, Section 3.1.5, D.		
0035	Key Personnel Directory	Schedule A1, Section 4.9		
0036	Technology Management Plan	Schedule A1, Section 4.10		
0037	Security Implementation Plan	Schedule A1, Section 4.13		
0038	Strike Contingency Plan	Schedule A1, Section 7.2		
0039	Site Emergency Plans (SEP)	Schedule A1, Section 7.3		
0040	Extended Coverage During Absences Plan	Schedule A1, Section 7.4		
0041	Safety Data Sheets	Schedule A1, Section 7.6		
0042	Finalized Subcontractors Listing	Schedule A1, Section 7.8.2		
0043	Site Management and Facilities Maintenance Plan	Schedule A1, Section 8		

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: _____

THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
NOTICE TO OFFERORS/BIDDERS/CONTRACTORS

Solicitation Number/RFQ No. _____ Title _____

Please let us know why you are not proposing. (Check all that apply)

- ☐ We do not offer the services/supplies requested.
- ☐ Busy with other commitments.
- ☐ Specifications are unclear or too restrictive.
- ☐ Timetable is unworkable
- ☐ Bonding/Insurance requirements are prohibitive.
- ☐ Our experience with WMATA has not been satisfactory.
- ☐ Other (Please specify) _____

Additional Comments:

Please add suggestions for improvement here:

Name of Firm _____ Telephone _____

Contact Person _____ Email _____

Solicitation Number _____ Title _____

Your Comments will help us improve our procurement process. Thank you.

Please return your comments with your proposal/bid. **If you have chosen not to submit a proposal/bid, please email this completed form to the Contract Administrator, scaison@wmata.com.**

Reference Solicitation Form

Offeror's Name _____

Address _____

___ I do not wish to suggest the names of references at this time.

___ I request that the following person(s) be contacted to secure their comments concerning my previous contract performance.

Reference Company Name	
Mailing Address	
Email Address	
Telephone Number	
Contract Number	
Brief description of contract	

Reference Company Name	
Mailing Address	
Email Address	
Telephone Number	
Contract Number	
Brief description of contract	

Reference Company Name	
Mailing Address	
Email Address	
Telephone Number	
Contract Number	
Brief description of contract	

Offeror's signature _____

Date _____

PROPOSAL QUESTIONS
RFP No. CQ18068
CINDER BED ROAD BUS OPERATIONS AND MAINTENANCE

(Please Print)

Name _____

Company _____

Email Address _____

Telephone Number _____

Questions:

Please send to:

Sherry A. Caison, Contract Administrator, scaison@wmata.com
Daniel G. Smith, Contracting Officer, dgsmith@wmata.com

**All questions will be answered and posted on the WMATA website by an
Amendment to the Solicitation.**

<https://www.wmata.com/about/business/procurement/solicitations/index.cfm>

Solicitation CQ18068

Cinder Bed Road Bus Operations and Maintenance

The Washington Metropolitan Area Transit Authority (WMATA) is seeking proposals for the operation and maintenance of its new Cinder Bed Road bus facility in Lorton, VA. The documents on this page provide background information for vendors to consider as they develop responses to the solicitation. Detailed information on Solicitation CQ18068 can be found on WMATA's *Active Procurement Opportunities* page:

<https://www.wmata.com/Business/procurement/solicitations/active-procurement-opportunities.cfm>

Table of Informational Exhibits

Exhibit A	Division characteristics which include location, service area, assigned service, estimated revenue and non-revenue hours, estimated revenue and non-revenue miles, and estimated peak vehicle requirement.
Exhibit B	System Safety Program Plan
Exhibit C	Guide to Determining Major/Minor Preventable Accidents
Exhibit D	BOCC Controller and Division Dispatcher Responsibilities
Exhibit E	Pre-Trip Bus Condition Card
Exhibit F	WMATA Tariff
Exhibit G	Bus Maintenance Standard Operating Procedures
Exhibit H	Preventative/Corrective Maintenance Program
Exhibit I	PM Fluid Lubrication Chart
Exhibit J	WMATA Field Supervisor Training
Exhibit K	WMATA IT Security Standards and Guidance
Exhibit L	WMATA Lost and Found Policies and Procedures
Exhibit M	Cinder Bed Facilities Equipment Schedule
Exhibit N	LEED Building O & M Requirements
Exhibit O	Bus Operator Candidate Orientation Guide