


WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street, NW, Washington, DC 20001
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT / MODIFICATION NO. A003		2. EFFECTIVE DATE July 12, 2017	
3. ISSUED BY Office of Procurement and Materials Ruby S. Coley, Contract Administrator 600 Fifth Street, NW, Room 3C-02 Washington, DC 20001		4. ADMINISTERED BY (if other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <small>(Street, City County, State, and Zip Code)</small>		6 FORM TYPE (CHECK ONLY ONE) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. CQ17115/RSC	
		DATED June 2, 2017 (see block 7) MODIFICATION OF CONTRACT NO. _____ DATED _____ (See block 9)	
7 THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, _____ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning <u>one</u> copy of this amendment, (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required) <p style="text-align: center;">N/A</p>			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) _____ Change Order is issued pursuant to _____ The Changes set forth in block 10 are made to the above numbered contract/order. (b) _____ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) _____ This Supplemental Agreement is entered into pursuant to _____			
10. DESCRIPTION OF AMENDMENT/MODIFICATION. (a) RFP No. CQ17115/RSC for On-Site CCTV System Preventive and Corrective Maintenance Services and Replacement Parts for WMATA's Bus Fleet, Storerooms and Service Lanes is amended to include changes in the solicitation. (b) The Request for Proposal due date was changed in Amendment No. 002 to Wednesday, July 19, 2017 at 3:00 p.m. (c) Changes are denoted with a ## symbol at the beginning and ending of each changed paragraph.			
-- AMENDMENT NO. 003 CONTINUES ON PAGE 2--			
Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect through the contract period.			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE</u> COPY TO ISSUING OFFICE.		11. _____ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY _____ <small>(Signature of person authorized to sign)</small>		12. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <small>(Signature of person authorized to sign)</small>	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	15. NAME OF CONTRACTING OFFICER (Type or print) Lisa Dunlap	17. DATE SIGNED 7/12/17

Remove

RFP Cover Sheet
Cover Letter
Table Contents, 4 pages
Page 1, Directions for Submitting Offers
Page 4, Solicitation, Offer and Award Form

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Page LC-1, CM Labor Category, Labor Rates

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Replacement with Pages

RFP Cover Sheet Amendment No. 003
Cover Letter, Amendment No. 003
Table of Content, 4 pages Amendment No. 003
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Page 4, Solicitation, Offer and Award Form
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Page 6, Price Schedule Sheet, Amendment No. 003
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-- END OF AMENDMENT NO. 003 --



Request For Proposals (Non-Federal)

**##ON-SITE CCTV SYSTEM PREVENTIVE AND
CORRECTIVE MAINTENANCE SERVICES AND
REPLACEMENT PARTS FOR WMATA's BUS FLEET,
STOREROOMS AND SERVICE LANES##**

RFP No. CQ17115/RSC

ISSUED DATE: JUNE 2, 2017

##PROPOSAL DUE DATE: JULY 19, 2017##

Amendment No. 003



##July 12, 2017 ##

SUBJECT: RFP No. CQ17115/RSC
##On-Site CCTV System Preventive and Corrective Maintenance Services
and Replacement Parts for WMATA's Bus Fleet, Storerooms and Service
Lanes ##

Dear Sir/Madam:

##The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified contractor to provide On-Site CCTV System Preventive and Corrective Maintenance Services and Replacement Parts for WMATA's Bus Fleet, Storerooms and Service Lanes.##

A PRE-PROPOSAL CONFERENCE will be held at WMATA on June 12, 2017 at 1:00 p.m. at the Carmen E. Turner Maintenance and Training Facility (CTF), 3500 Pennsy Drive, Room D-113C, Landover, MD 20785. The purpose of the conference will be to clarify the terms, conditions and requirements of this RFP. Please confirm, via email to rcoley@wmata.com with the number of representatives that will be attending from your firm. **The subject line of your email should read: Pre-Proposal Conference – RFP No. CQ17115/RSC.** Parking is not available at CTF; therefore, contractors will have to park at New Carrollton Metro Station or at one of the two public parking facilities, and board the Employee Shuttle, it's free. See Solicitation Instructions Clause No. 6, Pre-Proposal Conference.

If you have any technical, contractual, or administrative questions, please e-mail them to rcoley@wmata.com no later than Close of Business, June 16, 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 so that they can acknowledge receipt.

##Your proposal must be received with all required submittals as stated in the RFP, no later than **3:00 PM, July 19, 2017** at WMATA, Office of Procurement and Materials, 600 Fifth Street, NW, Room 3C-02, Washington, DC 20001-2651. ##

Sincerely,

Joe W. Cumpian
Contracting Officer
Office of Procurement and Materials

Enclosure

Amendment No. 003

Washington
Metropolitan Area
Transit Authority

600 Fifth Street, NW
Washington, DC 20001
202/962-1234

By Metrorail:
Farragut Square—Red Line
Navy Yard—Blue Line
Red, Green and
Yellow Lines
By Metrobus:
Routes D1, D3, D6, P6,
70, 71, 80, X2

1 District of Columbia,
Maryland and Virginia
Transit Partnership

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DIRECTIONS FOR SUBMITTING OFFERS

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

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 5th Street, N.W.
Washington, DC 20001
Room 3C-02
Attn: Ruby S. Coley, Contract Administrator

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

PROPOSALS SHALL BE TIMELY MAILED OR HAND DELIVERED TO REACH WMATA BEFORE 3:00 P.M. (LOCAL TIME) JULY 19, 2017 ON DAY OF PROPOSAL CLOSING.

Amendment No. 003



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SOLICITATION, OFFER AND AWARD

CONTRACT NO.	SOLICITATION NO. RFP No. CQ17115/RSC	DATE ISSUED June 2, 2017	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
	<input type="checkbox"/> ADVERTISED <input checked="" type="checkbox"/> NEGOTIATED		

SOLICITATION

Sealed offer in original and **“See RFP Solicitation Instructions Paragraph No. 10”** copies for furnishing the supplies or services in the schedules will be received at Authority until 3:00 P.M. Local time July 19, 2017
 (Hour) (Date) ##

CAUTION – LATE OFFERS: See paragraph 11 of RFP 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
##	On-Site CCTV System Preventive and Corrective Maintenance Services and Replacement Parts for WMATA’s Bus Fleet, Storerooms and Service Lanes ## ## (See continuation of schedule) ##				\$

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)
	Signature Offer Date
<input type="checkbox"/> 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 this award is \$ _____

Lisa Dunlap

Name of Contracting Officer (Print of Type)

WASHINGTON METROPOLITAN TRANSIT AUTHORITY

AWARD DATE

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PRICE SCHEDULE SHEET

This solicitation provides for on-site CCTV system preventive and corrective maintenance services and replacement parts for WMATA's bus fleet, storerooms and service lanes. **SEE SEPARATE EXCEL PRICE SCHEDULE.** **##**

Authorized Signature

Company Name

Date

Amendment No. 003

##

RFP No. CQ17115/RSC

PRICE SCHEDULE

CORRECTIVE MAINTENANCE (CM) LABOR CATEGORY - LABOR RATES

Line No.	Labor Category	Base Year Hourly Rate	Option Year 1 Hourly Rate	Option Year 2 Hourly Rate	Option Year 3 Hourly Rate	Option Year 4 Hourly Rate
1	Project Manager					
2	Safety Manager					
3	Foreman - OSHA Trained, First Aid & CPR Certified					
4	CCTV Technician I					
5	CCTV Technician II					
6	CCTV Apprentice					
7	CAD Operator					
8	Laborer					

##

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RFP SOLICITATION INSTRUCTIONS

1. INTRODUCTION

- ## (a) The Authority seeks to award a contract to provide on-site CCTV system preventive and corrective maintenance services and replacement parts for bus fleet, storerooms and service lanes. To that end, it is issuing this Request for Proposals (RFP) to solicit proposals from qualified firms and individuals who can satisfy the requirements described herein. ##
- (b) This is a Low Price Technically Acceptable (LPTA) solicitation, award of a Contract hereunder shall be to the offeror whose proposal is deemed by the Authority as satisfying all technical requirements for acceptability stated in the solicitation and offers the lowest price of those satisfying all such requirements.
- (c) The Authority contemplates award of a firm fixed price contract. Unless otherwise specified in the Price Schedule, the Authority reserves the right to make multiple awards pursuant to this solicitation.
- (d) **REQUIREMENTS CONTRACT.** This is a requirements Contract for the Department of Bus Services Maintenance (BMNT). A requirements Contract provides the Contractor with both the legal right and the legal duty to supply goods and/or services in an amount that is determined by WMATA's needs, rather than by a fixed quantity. Offerors are advised that the quantities of supplies and/or services specified in the Price Schedule are estimates only, included for purposes of price evaluation and in order to provide information to assist offerors in formulating their proposals. While they represent the Authority's best such estimate as of the time of the solicitation, they do not constitute a commitment on the part of the Authority to procure supplies or services at the estimated level.
- (e) In the event that the Contractor is unable or otherwise fails to provide goods or services within the time frames required in this Contract, the Authority reserves the right to procure them from any other source and in any other manner it deems appropriate. Nothing contained herein shall be deemed to waive, modify or impair the Authority's right to treat such failure as a material breach of the Contractor's obligations pursuant to the "Default" article under this Contract, or to pursue any other remedy to which the Authority may be entitled pursuant to this Contract, at law or in equity.
- ## (f) **INDEFINITE QUANTITY –N/A** ##

2. GOODS TO BE FURNISHED/SERVICES TO BE SUPPLIED

In preparing their proposals, offerors are advised that:

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

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10. **PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS**

Offerors shall submit proposals as follows:

(a) Proposal Format

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

- (1) Volume 1 – Cost/Price - One (1) original AND ONE (1) copy to be provided on a USB thumb Drive in Excel format.
- (2) Volume 2 – Technical - One (1) original AND FOUR (4) copies on separate USB thumb drives. **(Shall not include cost/price information)**
- (3) Volume 3 – Contractual - One (1) original AND ONE (1) copy on USB thumb drive of the completed signed solicitation documents to include Representations, Certifications, Pre-Award Data, Certificate of Insurance, DBE requirements, per Appendix B and Amendments, if any.

(b) Cost/Price. All information relating to cost or pricing data must be included in Volume 1 only. Under no circumstances shall cost or pricing data be included elsewhere in the proposal.

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

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

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- (c) Notwithstanding a determination by the Authority to proceed without conducting substantive negotiations or discussions with offerors, the Authority may engage in communications with one (1) or more offerors relating to clarification(s) of their proposals.
- (d) The Contracting Officer may conduct discussions with offerors only for the purpose of making an unacceptable proposal acceptable. If all initial proposals are technically acceptable, the Authority may not conduct further discussions with offerors prior to Contract award.
- (e) The Contracting Officer may request revised price proposals from all offerors who are technically acceptable.
- (f) The Authority maintains the right to waive informalities and minor irregularities in proposals at any time during the solicitation process.

14. EVALUATION CRITERIA AND BASIS FOR AWARD

- (a) The Authority will award a Contract resulting from this solicitation to the responsible offeror(s) whose proposal conforms to the solicitation and is determined to be the lowest priced among those proposals rated "technically acceptable." For purposes of determining whether a proposal is "technically acceptable" for purposes of this solicitation, the following Criteria for Acceptability shall apply.

- (1) COMPANY'S TEAM MEMBER QUALIFICATIONS:

Technical and Project Management

Offerors Technical Proposal shall demonstrate in a narrative that the proposed project staff possesses the required technical and project management qualifications. Offerors shall provide resumes to support narrative of project managers, project staff and technicians. The resumes must include work experience, training and licenses/certifications. Offerors shall provide copies of licenses and certifications, such as, electrical, electronic, surveillance and installation of any system similar to CCTV that's included in all resumes. Proposed project staff shall have a minimum of three years working on CCTV System vehicle fleet of 100 or more vehicles within the last seven years. The vehicle fleet may consists of transit buses, over the road motor coaches and/or school buses. ##

- (2) COMPANY'S WORK EXPERIENCE

- ## a. Offerors must demonstrate in a narrative that the company has a minimum of five years of experience, within the last ten years, with a preventive and corrective maintenance program for transit buses, over the road motor coaches and/or school buses CCTV Systems, to include data transmissions and GPS delivery through a wireless entity. Offerors must have performed on a minimum of three contracts, within the last ten years, involving 100 or more transit buses, over the road motor coaches and/or school buses. Contract duration of each referenced contract must be for a minimum of a one year period. ##

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b. Offerors must include three references demonstrating that the same or similar work as described in the Statement of Work has been performed within the last ten years. Each referenced project shall contain the following information:

(i) Organization name and complete address, point of contact full name, title, email address, telephone number.

(ii) A brief description of each contract, contract number, number of vehicles, number of CCTV camera systems covered under the contract for both preventive and corrective maintenance, and for wireless data transmission and GPS coordination and the role performed by the Offeror. (prime contractor or subcontractor).

(iii) A brief description of each contract your firm was unable to fulfill/terminated for cause, include the contract number, project title, and the role performed by the Offeror (prime contractor or subcontractor). ##

(3) WARRANTY

a. Offeror must demonstrate in a narrative the company's agreement to meet the WMATA's warranty needs, three years on labor-installation, as well as its agreement to pass on any manufacturer's warranty for replacement parts as detailed under the Scope of Services, Section 9.0 Warranty Services and Parts.

b. Offeror must demonstrate in a narrative the company's documentation warranty process to provide the full 36 month warranty coverage on all CCTV equipment under this Contract, from Dedicated Micros and Apollo Video Technology.##

(4) ANNUAL PREVENTIVE AND CORRECTIVE MAINTENANCE

a. Offeror shall provide a Preventive Maintenance Checklist and Procedures as part of the Offeror submission.

c. Offeror shall provide a sample of each report detailed in the Statement of Work, to include all corrective maintenance documentation, preventive maintenance tracking/recording, invoices, etc. ##

(5) TRANSFER OF WIRELESS TRANSMISSION TO A CENTRAL SERVER

a. Offeror shall demonstrate in a narrative that they are authorized by Dedicated Micros to access TransVu2 units on board WMATA's buses, servers and perform required services to transfer the data from the on board bus equipment to central server. Offer shall provide documentation to support this narrative.

b. Offeror shall demonstrate in a narrative that they are authorized by Apollo Video Technology to access all AVT units on board WMATA buses and to perform required services to transfer data from the on board bus equipment to the central server. Offer shall provide documentation to support this narrative. ##

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- ## c. Offeror shall demonstrate in a narrative that they are capable of performing work to redirect the harvesting of GPS data through the onboard router, such as, Sierra Wireless oMG router or similar routers, and will not impede any WMATA Contracts with Clever Devices, who also use the described router. ##
- (b) Price evaluations will be based on the total cost to the Authority for base year requirements, plus any option years.
- (c) The elements of the technical proposal will be rated in accordance with the Criteria for Acceptability. Only those proposal(s) as are deemed acceptable in terms of their overall technical merit shall remain eligible for potential award.

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CHAPTER I – TERMS AND CONDITIONS

1. AGREEMENT

The work to be performed under this Contract may briefly be described as contractor to provide CCTV preventive and corrective maintenance, as well as any required replacement parts on WMATA’s bus fleet, in storerooms and service lanes, including all necessary or incidental work, labor and materials. The Contractor agrees to perform the work in accordance with requirements and terms and conditions hereinafter set forth in this Contract. In consideration for the Contractor’s complete, satisfactory and proper performance of the Contract, the Authority agrees to pay to the Contractor, and the Contractor agrees to accept as full compensation, the sums of money set forth in the Price Schedule at the time and in the manner and upon the terms and conditions set forth in the Contract.

2. ARRANGEMENT OF CONTRACTUAL PROVISIONS

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

3. ORDER OF PRECEDENCE

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

4. REQUIREMENTS CONTRACT

- (a) This is a requirements Contract. A requirements contract provides the Contractor with both the legal right and the legal duty to supply goods and/or services in an amount that is determined by WMATA’s needs, rather than by a fixed quantity. If, however as the result of an urgent need, the Authority requires any quantity of goods or services before the date otherwise specified under this Contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Authority may acquire the urgently required goods or services from another source.
- (b) If the Contractor is unable or otherwise fails to provide goods or services within the time frames required in this Contract, the Authority reserves the right to procure them from any other source and in any other manner it deems appropriate. Nothing contained herein shall be deemed to waive, modify or impair the Authority’s right to treat such failure as a material breach of the Contractor’s obligations pursuant to the “Default” article of this Contract, or to pursue any other remedy to which the Authority may be entitled pursuant to this Contract, at law or in equity.

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##5. INDEFINITE QUANTITY CONTRACT – N/A

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6. ORDERING

- (a) The Contracting Officer shall order any supplies and/or services to be furnished under this Contract by the issuance of delivery orders or task orders. Such orders may be issued throughout the Period of Performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of a conflict between a delivery order or task order and this Contract, this Contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Authority places the order in the mail. Orders may be issued electronically, if authorized by the Price Schedule.

7. ORDER LIMITATIONS - N/A

8. 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

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- (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 \$100,000.

9. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) The work will be conducted under the Contracting Officer's general directions. Authority will be delegated to the Contracting Officer's Technical Representative (COTR) to take the following actions;
 - (1) Act as the principal point of contact with the Contractor. The COTR will submit a copy of each item of incoming correspondence and a copy of any enclosures to the Contract Administrator;
 - (2) Approve in writing, the Contractor's progress schedule and submittals when required;
 - (3) Inspect the work for compliance with this Contract;
 - (4) Review and approve invoices and payment estimates. The COTR will forward invoices and receipts to accounting. The COTR will bring any significant discrepancies in, or disputes concerning, Contractor invoices or payments to the Contracting Officer's attention. In those cases requiring release of final retained percentages of payment, the COTR will make his or her recommendations to the Contracting Officer in writing;
 - (5) Coordinate correspondence with the Contract Administrator, if its importance significantly impacts the Contractual terms and conditions;
 - (6) Evaluate the Contractor's technical letters and proposals for the Contracting Officer;
 - (7) Advise the Contracting Officer of potential problems that may affect Contract performance;
 - (8) Advise DBE Office, if DBE, SBE, or SBLPP issue(s) appear that may require investigation.
 - (9) Advise the Contracting Officer whenever the COTR has reason to believe that the Contractual not-to-exceed amount will be exceeded;
 - (10) Prepare the Authority's estimate for proposed Contract modifications. Participate in negotiations for modifications;

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- (11) Approve, in writing, the Contractor's progress schedule when required.
 - (12) Receive from the Contractor, monthly, if applicable, DBE status reports and forward them to the DBE Office;
 - (13) Receive from the Contractor certified payroll reports and prepare a log sheet indicating the following: (1) name of the Contractor and subcontractor; (2) the Contract number; (3) the certified payroll number (number for the payroll for the project starting with the number 1); (4) the time frame of the payroll period (i.e. 1/21/11-2/3/11); (5) the statement of compliance date (first page of the report); and (6) the date the report was received by WMATA;
 - (14) Maintain a comprehensive file/record of documents and correspondence concerning Contract activities and actions;
 - (15) Provide the Contract Administrator with a written notification after all supplies/services have been received with a statement that the COTR is not aware of any open issues that would preclude closeout of the Contract and that it is ready for closeout. The COTR will return the file, containing all records, correspondence, etc., to the Contract Administrator;
 - (16) Execute Standard Form 1420, which contains a detailed performance evaluation of the Contractor. If, there are one (1) or more categories in which the Contractor is deemed unsatisfactory, these evaluations must be provided to it for comment;
 - (17) Provide the Contract Administrator with a written request (and requisition) to exercise option(s) (if any) a minimum of ninety (90) days prior to the time established in this Contract for exercise of the option; and
 - (18) The presence or absence of the COTR or his or her inspectors shall not relieve the Contractor from any requirements of this Contract.
 - (19) The COTR may not re-delegate or sub-delegate his or her authority to act on the Contracting Officer's behalf. If, for whatever reason the COTR is unable or unwilling to fulfill his or her responsibilities under this Contract, only the Contracting Officer can designate a new COTR.
- (b) The COTR's name and address will be provided after award.

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6. 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) If WMATA exercises this option, the extended Contract shall include this option article.
- (c) 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).

7. 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 exercised 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.

8. LIQUIDATED DAMAGES FOR DELAY

- (a) Time is of the essence to this Contract. In the event of a delay under this Contract beyond the period of performance or beyond the period to which such time may be extended by the Contracting Officer, the Authority shall be paid damages for such delay. Since the amount of such damages and the loss to the Authority will be extremely difficult to ascertain, it is hereby expressly agreed that such damages will be liquidated and paid as follows:
- (b) The liquidated damages for each and every day (per day), of unexcused delay, the sum of two-hundred and four dollars and eighteen cents (\$204.18) that is hereby agreed upon not as a penalty, but as liquidated damages.
- (c) The Authority shall have the right to deduct such liquidated damages from any monies due or which may become due to the Contractor under this Contract. If the amount that becomes due is less than liquidated damages due to the Authority, the Contractor shall pay the difference upon the Contracting Officer's demand.
- ## (d) The Contractor shall notify the Contracting Officer via Contract Administrator (CA) immediately upon determining delays will occur regarding the completion of any bus. Delays which are approved by the Contracting Officer shall be done so in writing on official letterhead paper, via email or fax. This written communication shall specify the bus number (serial number or other unique alpha/numeric identifier). ##

9. EXTENSIONS OF TIME/FORCE MAJEURE

- (a) For purposes of this clause, the term "force majeure" shall mean an unforeseen event or circumstance, beyond the control of, and not occasioned by the fault or negligence of, the Contractor or the Authority, that gives rise to a delay in the progress of the Contract, including, without limitation, acts of God, acts of war or insurrection, unusually severe weather, fires, floods, strikes, freight embargoes or other events or circumstances of like nature.

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- ## (b) Notwithstanding the provisions of the "Liquidated Damages" article of this Contract, 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.
- (d) The Contracting Officer may rescind or shorten any extension previously granted, if he or she subsequently determines that any information that the Contractor provided in support of a request for an extension of time was erroneous, if, accurate information would have resulted in a denial of the request for an excusable delay. The Contracting Officer will not rescind or shorten any extension previously granted, if the Contractor acted in reliance upon it and if, in his or her judgment, such extension was based on information that the Contractor submitted in good faith, even if it is later determined to be erroneous.
- (e) The request for an extension of time shall be made within ten (10) days after the Contractor knows or should know of any cause for which it may claim an excusable delay. The Contractor's request shall contain any potential basis for an extension of time, describing, as fully as possible, the nature and projected duration of the delay and its effect on the completion of the work identified in the request. Within thirty (30) days after his or her receipt of all such information, the Contracting Officer shall advise the Contractor of his or her decision on such requested extension. Where it is not reasonably practicable for the Contracting Officer to render his or her decision in the thirty (30) day period, he or she shall, prior to the expiration of such period, advise the Contractor that he or she will require additional time and state the approximate date upon which he or she expects to render a decision.
- (f) In no event shall a delay in performance of the Contract occasioned solely by a force majeure event or the acts or omissions of any party outside of the Contractor's control be the basis for a termination for default pursuant to this Contract. In no event shall a subcontractor at any tier be deemed a party outside of the Contractor's control.

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- (2) Within a reasonable time after the Contractor's receipt of a Notice of Defects or Nonconformance, the Contracting Officer may reduce the Contract price, as is equitable under the circumstances, if he or she elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the costs of transportation.

4. NEW MATERIAL [SUPPLIES]

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

5. WARRANTY

- ## (a) All workmanship, parts and materials furnished for this Contract shall be unconditionally warranted against failures or defects for a period of three (3) years after the Authority accepts them or places them in service, whichever is earlier. The Contractor shall accept the Authority's records regarding the date the item was placed in service. ##
- (b) In the event that any work covered by the warranty provisions fails during the warranty period, the Contractor shall repair or replace the work within three (3) days without cost or expense to the Authority.
- (c) Should the Contractor shall fail to repair or replace any part or do any work in accordance with the terms of this warranty, or if immediate replacement or work is necessary to maintain operations, the Authority shall have the right to cause such replacement to be made, utilizing its own forces and/or those of third parties as the Authority shall reasonably deem appropriate, at Contractor's expense.
- (d) Each piece of equipment, component or part thereof that the Contractor replaces, repairs, adjusts or services in any manner under the terms of this warranty during the warranty period shall be reported to the Contracting Officer on the Authority's forms. Each report shall indicate in detail all repairs, adjustments and servicing to each and every component, unit or part thereof.
- (e) Any warranty work shall be accomplished with minimum disruption to the Authority's operations and to its maintenance and service facilities. The Authority shall at its sole discretion determine the availability of facilities for warranty work.
- (f) The Contractor shall make adequate service facilities available, along with spare parts, for all the items under warranty. Trained technical service personnel shall be available to the Authority sufficient to meet the Contractor's warranty obligations.

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- (1) The Contractor shall provide field service representatives who are competent and fully qualified in the maintenance and operation of the warranted items. These field service representatives shall assist the Authority in overcoming any difficulties in the operation or maintenance of the warranted items. They shall further serve as the Contractor's on-site representatives for any component failure claims or warranty claims under this Contract.
- ##(2) During the warranty period, a field service representative shall be available within twenty-four (24) hours. ##
- (g) The Authority's rights set forth in this article shall be in addition to those set forth elsewhere in this Contract or otherwise at law or in equity.

6. CORRECTION OF DEFICIENCIES

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

7. FIRST ARTICLE INSPECTION – N/A

8. F.O.B. DESTINATION

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

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

9. QUALITY ASSURANCE/QUALITY CONTROL

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

10. 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. ##

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3. TITLE AND RISK OF LOSS

- (a) Unless this Contract specifically provides for earlier passage of title to deliverables (including documents, reports, and data) or other items resulting from this Contract, title shall pass to the Authority upon acceptance, regardless of when or where the Authority takes physical possession. Risk of loss, theft, destruction of, or damage to, such deliverables or other items remains with the Contractor, until the transfer of title or at the time when the Authority takes physical possession, whichever is later.
- (b) In the event of loss or damage to any deliverable or other item of work, prior to the time when the Authority takes physical possession, the Contractor agrees to repair or replace it as soon as reasonably possible to restore the item to the same condition that pre-existed the loss or damage, in accordance with all requirements of this Contract, without cost to the Authority. Nothing contained herein shall be deemed to require the Contractor's repair or replacement of any loss or damage caused solely by the Authority's acts or omissions.

(c) N/A

16. WORKPLACE VIOLENCE/ZERO TOLERANCE

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

##17. DRUG AND ALCOHOL TESTING (FOR SAFETY SENSITIVE FUNCTIONS ONLY) N/A ##

Amendment No. 003

CHAPTER XI – ADDITIONAL PROVISIONS

##1. AMERICANS WITH DISABILITIES ACT ACCESSIBILITY –N/A

##

2. RETAINAGE – N/A

3. 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.

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4. 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.

##5. PROGRESS PAYMENTS – N/A

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6. BONDING FOR CONSTRUCTION PROJECTS EXCEEDING \$150,000 – N/A

7. BONDING REQUIREMENTS- GENERAL – N/A

Amendment No. 003

CHAPTER XII-WMATA POLICIES

1. 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) **N/A** ##

- (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.

Amendment No. 003

##PART III STATEMENT OF WORK ##

Amendment No. 003

##
STATEMENT OF WORK

FOR

**ON-SITE CCTV SYSTEM PREVENTIVE AND
CORRECTIVE MAINTENANCE SERVICES AND
REPLACEMENT PARTS FOR WMATA'S BUS
FLEET, STOREROOMS AND SERVICE LANES ##**

Amendment No. 003

STATEMENT OF WORK

1.0 INTRODUCTION

##The Washington Metropolitan Area Transit Authority (WMATA) is soliciting proposals to provide On-Site CCTV System Preventive and Corrective Maintenance Services and Replacement Parts for the Washington Metropolitan Area Transit Authority (WMATA) Bus Fleet, Storerooms, and Service Lanes camera/recording device surveillance systems. Approximately 1220 bus CCTV Systems will be covered for annual Preventive Maintenance Inspections, with approximately 820 bus camera systems covered for corrective maintenance under the technical specifications provided. Additionally 26 storeroom and 40 service lane camera systems will be covered. **##**

The contract shall consist of one (1) one-year base period and four (4) one-year option periods. The surveillance system equipment being serviced records information during bus incidents and service lane activities. It also monitors storerooms and conducts surveillance in response to patron complaints. WMATA requires the highest quality of service for its equipment to ensure compatibility, dependability and the best overall product for WMATA's intended use. On-board equipment on buses connect to central servers through WMATA's wireless LAN. **##**

Over the five year period covered under this Contract, the number of Bus CCTV Systems covered annually for both Preventive and Corrective Maintenance will change annually. WMATA holds additional Contracts that cover various aspects of Bus CCTV Systems Maintenance.

##Bus maintenance has a number of Contracts covering the CCTV installed on board buses. Some are in conjunction with new bus buys, which carry a warranty on the CCTV for a period of time. These buses will have their bi-annual PM performed under this Contract. Their warranty CM is not covered under this Contract. When those buses' warranty period expire, they will be included in this Contract. Apollo Video Technology was awarded a 5 year (FY17-FY21) contract to replace 1,031 CCTV Systems. They carry a 3 year warranty on their equipment and installation. Their Contract covers both their bi-annual PM and all warranty CM during the warranty period. When their warranty period has expired, they will be covered under this Contract. Additionally, this Contract will cover all non-warranty repairs on all buses. Non warranty includes accidents, vandalism, etc. The chart below describes projections of the number of buses covered by year and category of work. **##**

Bus Cameras	1st	2nd	3rd	4th	5th
PM Inspections	1220	990	759	641	789
Corrective Maintenance	820	590	464	346	789
CM/non warranty repair	400	552	625	855	761
Storeroom Cameras	26	26	26	26	26
Service Lane Cameras	40	40	40	40	40

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2.0 COOPERATION WITH OTHER CONTRACTORS AND INTERFACES

The Authority may at any time perform, or cause to be performed by other Contractors, work related to the work under this Contract.

2.1 Cooperation

2.1.1 The Contractor shall cooperate with such other contractors and shall conduct the operations in such a manner as not to cause any unnecessary delay or hindrance to the other contractor's work. The Contractor shall adjust and coordinate the work with others so as to permit proper and timely completion of all work.

##2.1.2 All equipment removed under this Contract is the property of WMATA and will be returned to the COTR. **##**

2.2 Interfaces

2.2.1 When any contractor or subcontractor performing work under or pursuant to another Authority contract, and is employed on related work that interfaces with the work under this Contract, the Contractor, at their expense, shall provide to the Authority all necessary drawings, dimensions, data, software code, and other information, pertaining to new and upgraded equipment, necessary to ensure the complete, integrated, and proper design, manufacture, installation, and operation of all interfacing and connecting parts or systems.

2.2.2 The exchange of information will be coordinated by the Authority and the Contractor and copies of all Contractor's data, drawings and correspondence relating to the above for interchange among contractors shall be furnished in sufficient quantity as requested by the Authority.

2.3 Joint Use of Facilities

2.3.1 When the Contractor and any other contractors are employed on related work at the Authority's facilities, or are using the same storage areas or access routes, the Contractor shall be responsible for any damage or loss caused to the other by its action.

2.3.2 All equipment removed under this Contract is the property of WMATA and will be returned to the COTR.

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##3.0 PRODUCTS/MATERIALS

##

3.1 Preventive Maintenance (PM)

##3.1.1 Preventive maintenance shall consist of an inspection of each camera system under this Contract on a bi-annual schedule. Each camera system will have only one bi-annual PM performed within a rolling 183 day period, unless otherwise authorized by the COTR. A minimum of 204 buses shall be completed per month, or one-sixth of the Authority's camera equipped bus fleet, covered under this Contract. The preventive maintenance shall consist of a visual inspection of each camera, VR, and other system components, cleaning of each camera, and a thorough diagnostic of each VR and other components, using approved inspection and performance measures, including laptop diagnostics to detect equipment problems that may lead to malfunctions. Further, all connections to WMATA's Vehicle Area Network (VAN) and on board GPS/IVN will be checked. A PM Diagnostic checklist will be submitted by each respondent as part of their proposal. A list of required PM items is attached as Appendix A. It is to be used by the Contractor to perform bi-annual preventive maintenance inspections. Contractors may add items, or request changes with the approval of the COTR. **##**

##3.1.2 The Contractor shall check each camera system component for proper operation, and certify on the repair receipt that the full system and each component, is in a state of proper operation upon completion of the PM. A full set of camera screen shots will be taken at the end of each PM and submitted by Contractor to the COTR, (Dropbox may be utilized). Screen Shots will contain Bus Number, Camera Location, GPS connections, and be date/time stamped. Connection and reading by the central server will also be checked. **##**

3.1.3 Original Equipment shall be used when performing work under this contract in accordance with the Manufacturer's specifications and is subject to the approval of the COTR or WMATA's designated representative.

3.2 Corrective Maintenance (CM) Service

##3.2.1 Corrective maintenance consists of performance testing to determine the cause of malfunctioning of cameras, VRs, or any other component, and to detect and correct other potential problems to preclude future malfunctioning of any portion of the CCTV System. Repairs shall consist of servicing or replacement of a component, or entire system, as necessary to eliminate any defect or failure, and to permit the bus to operate in regular passenger service. Full system failure replacement requires written authorization from the COTR or WMATA's designated representative. An email shall be sufficient for authorization. **##**

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- ##3.2.2 The Contractor, when notified of CCTV down situations, shall respond within 24-hours after notification, with an e-mail to the COTR, or WMATA's designated representative of the action required to return the CCTV System to fully functioning operation. Upon return email from the COTR, or WMATA's designated representative, Contractor has 48 hours to correct all defects. In the event that a camera has been subjected to damage, vandalism, or missing components, the Contractor shall perform repairs within 72-hours of proper notification. ##
- ##3.2.3 In order to reduce to a minimum any interference with the convenient, safe, and free use of existing facilities, the Contractor shall respond, and perform at such hours as the COTR or WMATA's designated representative may direct. It is understood that the hours in which the COTR or WMATA's designated representative may direct the contractor to work may change if special situations or limited access to the divisions for a short period arise, and it is agreed that it will form no basis for any claim against WMATA. ##
- ##3.2.4 If the on-site representative fails to execute the work within the time limits herein provided and such failure is under the direct control of the contractor, the COTR or WMATA's designated representative may instruct the contractor to increase the number of personnel and provide additional spare parts, to such an extent as may be necessary to ensure the completion of work within the time limits required by this contract or within the shortest possible time thereafter. This shall be done without waiving or affecting any provisions or any of the rights and remedies of the Authority under the other provisions of this contract. ##
- ##3.2.5 In the event the contractor needs to repair or replace any defective or damaged part or component that has an active warranty attached thereto, the provisions stipulated in Warranty shall apply. ##

4.0 INSTALLATION REQUIREMENTS

- 4.1 When performing repairs and when installing replacement systems, all details of workmanship in 4.3 below will be applied. All applicable codes, laws, best practices related to the transit industry and electrical, electronic and mechanical installations in transit buses will be followed.
- ##4.2 WMATA explicitly reserves the right to refuse any work or repairs performed, or materials supplied by the contractor that do not meet the requirements of this Contract. The COTR shall retain exclusive authority to judge compliance with Contract requirements. ##
- 4.3 Components, Cables and Connections
- ##4.3.1 All connectors on the backs of all installed equipment shall be secured and not visible to all non-authorized personnel. ##

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- ##4.3.2 All cabling to and from equipment covered by this agreement and contained within the vehicle equipment closet or other dedicated CCTV enclosure shall be securely connected and neatly bundled with **convoluted nylon split loom** of minimum appropriate diameter for cables contained. This loom shall encase all power, signal, and data harnessing that spans any distance between movable and stationary locations (such as slide-out shelving) in a single harness. The assembled loom shall be of sufficient length to allow full extension of shelving without tension and shall not interfere with **ANY** other equipment or components when retracted, to include accidental tripping of panel mounted circuit breakers. Loomed assemblies shall be secured at both ends to prevent damage or loosening of cable terminations. Nylon ties may be used for this purpose. Any excess cabling permitted under this agreement shall be secured to the stationary portion of the vehicle. **No bundling or looping of excess cable on a shelf will be permitted**, whether shelf moves or not. ##
- ##4.3.3 When performing installations, the Contractor shall take care to avoid damage to both the newly installed and existing wiring and equipment. Any damage to the vehicle, other components on the vehicle, or newly installed equipment, as determined by WMATA, shall be the responsibility of the Contractor. The decision of the COTR is final. ##
- ##4.3.4 All mechanical connectors shall be specifically designed for heavy-duty automotive applications. All wiring and connectors shall be installed in strict adherence to standard heavy duty transit bus installation practices and to federal, state or local applicable codes. If the Contractor installs wiring or cabling, the Contractor shall be fully responsible for correcting any defective installation and repairing any damage caused by the installation, at no additional cost to WMATA. The decision of the WMATA COTR is final as to determination of responsibility. ##
- 4.3.5 All Bus CCTV equipment that requires mounting in the bus shall be through-mounted with lock nuts to assure that each piece of equipment is properly secured. No sheet metal screws shall be allowed for equipment mounting and installation.
- 4.3.6 All wiring shall be multi-strand, flame retardant and made of flexible material.
- 4.3.7 All connectors shall have a locking design. If any bare-wire or plug-in connectors are required, they shall be installed with soldered sleeves.
- 4.3.8 No crimp style connectors, T-Taps or butt connectors shall be used.
- ##4.3.9 All cables in each vehicle shall be of a single continuous piece, and shall not be spliced together or be the combination of multiple shorter cables. ##
- ##4.3.10 All cables shall be appropriately tagged, and be of consistent color coding across all vehicles. All cabling documentation provided shall reference the color coding used. ##
- ##4.3.11 All cables shall be prefabricated into standardized harnesses specific to the applicable bus for connection with components at both ends. Long lengths of extra wire or harnessing will not be permitted. ##

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- ##4.3.12 All cables shall be bundled and secured with nylon tie wraps at least every 18 inches. Tie wraps shall be cut at 90 degrees, perpendicular to latch, to prevent injury to future service personnel. ##
- ##4.3.13 Cable fastenings, supports, and hangers shall be adequate to support their loads and meet transit usage. ##
- ##4.3.14 Whenever cable is passed through a hole created in a solid surface, the Contractor shall install a protective, durable plastic or rubber grommet, , appropriate to the mobile environment. The grommet must be approved by COTR, to ensure there will not be chaffing or cutting of the wire over time. ##
- 4.3.15 Contractors shall include at least an additional 18" service loop at each end of cables.
- ##4.3.16 Cables fed through the articulated portion of a bus shall include sufficient length and protection to ensure their safe movement within that area. All cable routings and attachments shall be standardized to each bus type. ##
- ##4.3.17 All cameras will be securely mounted to ensure no interference from a human or an inanimate object, such as tree branches, etc. Camera mountings will also ensure that minimum vibrations will occur during bus transit operations ##
- ##4.3.18 All video recording units, battery backup units, and other sensitive components will be securely mounted within a locked cabinet currently mounted within the bus. These components will be mounted in a manner to ensure minimum disturbance from vibration, heat, cold and other conditions that occur during normal bus transit operations. ##

5.0 MISCELLANEOUS REPAIRS

- ##5.1 If a malfunction is the result of vandalism or missing parts, the Contractor shall replace the component as necessary with genuine new OEM parts to correct the malfunction and invoice the Authority for the component at the negotiated price. The labor for replacement parts, components and/or assemblies due to vandalism, damage, or missing parts is deemed to be included in the contractor's costs. ##
- ##5.2 Repair/Replacement of all VRs: When the contractor determines that a VR is not operating properly during a preventive maintenance diagnostic survey or as a result of a notification from WMATA, the Contractor will repair the VR unit if the repair involves minor defects or adjustments such as the connection of power or cable connections or the replacement of minor components such as power supplies, switches, brackets, or housings. Should the diagnostic survey determine that a VR has more severe defects, the Contractor will submit a recommendation to the COTR to replace the unit. All units requiring replacement shall be replaced with the latest model WMATA is using in their 5-year replacement plan. Apollo Video Technology is replacing 1,031 Bus CCTV Systems over the next five years (FY 2017-2021). Their system will be used as the standard replacement system. ##

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6.0 MONITORS

6.1 Some buses are equipped with internal monitors that are connected to the CCTV System. At present there are 44 buses so equipped. When their warranty period ends, they will be maintained under this Contract. (See Scope of Services Appendix D for Replacement monitors information.) Only original equipment, not refurbished, may be installed as replacement monitors.

##6.2 There are at present two (2) monitors: (1) Mounted on back of electrical panel cabinet with views to patrons. Internal camera views scroll at 5 second intervals while Bus Power is ON. (2) Mounted over Operator with view of Farebox/Front Door Camera only. View is visible in conjunction with front door operation. ##

##6.3 Some buses are also equipped with dash- mounted view screens. When working with exterior rear mounted or curbside mounted cameras, if the bus is equipped with a dash view screen, the contractor will maintain the required interfaces between them and other bus systems.. ##

7.0 SPARE PARTS

##7.1 Contractor shall supply all genuine new OEM parts required to make necessary repairs to any malfunctioning parts and any parts deemed defective once inspection or performance testing is complete. The cost for the replacement parts should be included in the proposal. The Contractor shall replace parts only after all testing and technical checks validate that equipment is beyond minor repair. ##

8.0 SOFTWARE/DATA TRANSMISSIONS/ SERVERS

##8.1 WMATA is utilizing its central servers for the receipt of CCTV data transmissions for health checks, on demand and event video downloads. There is one server to support the Dedicated Micros' systems and another server to support Apollo Video Technologies' systems. Contractor, in cooperation with both Dedicated Micros and Apollo Video Technologies, will ensure that the appropriate software is available, installed/updated and maintained on WMATA laptops and desktops for each system, and that upgraded software is supplied ASAP for selected laptops and desktops, and properly installed on all bus CCTV systems. Contractor is required to maintain a positive working relationship with, both Dedicated Micros and Apollo Video Technology. ##

9.0 WARRANTY SERVICES AND PARTS

##9.1 All workmanship, parts and materials furnished for all of the work shall be warranted against failures or defects for a period of 36 months after the date of acceptance by the Authority. The warranty will not apply to failures caused by abuse such as external fires, vandalism, cut or burned cables due to torching or damage that occurs due to a collision. ##

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##9.2 N/A ##

##9.3 N/A ##

##9.4 N/A ##

##9.5 The Contractor will provide WMATA, as part their proposal package, documentation showing that the Contractor is authorized to provide all applicable warranty services covered under this Contract for all CCTV System providers (Dedicated Micros and Apollo Video Technologies). ##

10.0 ACCEPTANCE

10.1 The COTR or WMATA's designated representative shall determine the acceptability of the work, in quantity, number, and workmanship. The COTR or WMATA's designated representative may, at any time during the term of this contract, inspect the work performed by the contractor.

10.2 If the contractor fails to perform the work within the times specified or if the work fails to conform to the Contract Documents in quality or otherwise or is found to be defective in material or workmanship, the Authority may reject the work. In no event shall the Authority be liable for the costs of rejected material.

10.3 When the COTR or WMATA's designated representative rejects the Work provided by the contractor under this contract, the COTR or WMATA's designated representative shall notify the contractor of such rejection within five days after such rejection.

10.4 N/A

11.0 CONTRACTOR'S EMPLOYEES FACTORY TRAINED STAFF

11.1 The Contractor shall provide factory trained field service representatives who are competent and fully qualified in the maintenance, diagnostics and operation, and full system replacement, of the equipment. These field service representatives shall assist the Authority in overcoming any difficulties in the operation or maintenance of the equipment. The field service representative shall serve as an on-site representative of the contractor for any component failure claims or warranty claims against the contract.

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- ##11.2 WMATA Training: The Contractor shall provide all necessary training on an as needed basis to at least ten (10) WMATA personnel regarding the operation of camera equipment, downloading of images and pulling information from camera systems and central servers. Should the Contractor update software and/ or firmware, WMATA personnel will be re-trained in its use, if required. The COTR will notify the Contractor when training is needed.
##
- ##11.3 The Contractor shall furnish all qualified service employees necessary to accomplish the work and shall provide for a safe work environment of such employees and those of the subcontractors, the Authority, and all other persons. ##
- ##11.4 The Contractor's employees shall be licensed or certified to perform this work. The Contractor shall, upon request, provide such information as the Authority may require regarding the professional training of its employees. As part of its technical proposal, each contractor will state all training of key personnel who will either manage, oversee work performance, or perform work tasks under this Contract, to include specific CCTV training, certifications, and any electrical training/certifications. ##
- ##11.5 The Contractor will coordinate with the COTR to ensure all on-site employees are in possession of WMATA issued Contractors' badges. The Contractor will also be responsible for return of WMATA badges to the COTR when employees discontinue employment with the designated contractor. ##
- 11.6 Contractor and all employees will comply with all WMATA work place rules to include all Safety regulations. Bus Maintenance provides mandatory Safety training for all Contractor employees. Contractor will be provided with copies of all applicable Bus Maintenance work place regulations.

12.0 RECORDS AND REPORTS DEVELOPED BY THE CONTRACTOR

- 12.1 As part of the repair program, the Contractor shall develop and provide the following records, reports, and other such work receipts:
- 12.1.1 Repair/Replacement Receipt – For each camera repair or other activity, the Contractor shall prepare a Repair/Replacement Receipt. The Repair/Replacement Receipt shall include the bus number, depot name, the defect, the cause of the defect (if applicable) and the corrective action taken. The contractor shall provide the COTR or WMATA's designated representative with the prior week's Repair Receipts via email by 5:00P.M. Monday of the following work week.
- 12.1.2 Repair/Replacement Work Order - For each work order for replacement/repair, the contractor shall include all the requirements for the receipts as well as the Authority's requestor full names, time of the request and a signature from the Supervisor on shift at the time the service was provided.

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##12.1.3 Repair/Replacement Reports - The Contractor shall submit to the COTR or WMATA's designated representative, within ten (10) days after the end of each calendar month, monthly reports indicating statistical data which shall include, but not limited to replacement, maintenance, repairs, reasons for repairs, etc, for each bus and depot. The final determination of the design of the monthly report shall be established by the COTR or WMATA's designated representative. The monthly report shall be provided electronically, using a Microsoft Excel program. Submissions must be in editable format for the purpose of sorting, categorizing, etc. ##

##12.1.4 Inspection and Preventive Maintenance Monthly Report- The Contractor shall submit a monthly report which shall detail by location and bus number, all work performed, to the COTR or WMATA's designated representative, within ten days after the end of each calendar month. The monthly report shall be provided electronically, using a Microsoft Excel program. Submissions must be in editable format for the purpose of sorting, categorizing, etc. ##

##12.1.5 Inspection and Preventive Maintenance Checklist- The Contractor, on an as need basis, shall provide copies of all completed Preventive Maintenance and Inspection Checklists to the COTR or WMATA's designated representative , within ten days after the end of each calendar month. The COTR or WMATA's designated representative will develop the final format of the checklist. ##

13.0 ADDITIONAL OBLIGATIONS OF THE CONTRACTOR

13.1 The Contractor shall maintain 24-hours a day, 7 days a week coverage, and a dedicated telephone number and email address with which the Authority will be able to contact the Contractor's representative at no additional cost to the Authority.

##13.2 In the event that the Authority requires technical recommendations or input from the Contractor regarding any technical issue, including, but not limited to, modifications and/or enhancements to the camera systems, the contractor shall, at no additional cost to the Authority, provide the necessary technical services. ##

13.3 Bus Maintenance Standard Operation Procedure 1.27 Bus Camera Maintenance applies, see Scope of Service Appendix B.

14.0 SAFETY FOOTWEAR

##14.1 Approved safety shoes shall be worn by all Contractor personnel while performing work at any Bus Maintenance garage or shop location. In addition, safety shoes must be worn by all persons who are observing the work of others, in close proximity, where there is a risk of foot injury by chemical absorption, compression or impact forces. ##

##14.2 An approved safety shoe has a hard durable sole, such as leather, polyurethane, rubber, neoprene, or equivalent, leather uppers and a protective toe cap of either steel or composite material. To be assured that the shoe you buy is a true safety shoe, look for the following statement (or similar wording) ingrained into the shoe or on a manufacturer's tag attached to the shoe: "**Meets ASTM F-2412-2005; ANSI Z41-1999; ANSI Z41-1991; ASTM F2413-11; ASTM F2413-05.**" Athletic type loafers, and soft leather type safety shoes, even though they might be imprinted with the ASTM and ANSI standards are not approved for use in the WMATA work environment. ##

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14.3 Footwear shall be regularly maintained to the standard that will not compromise a safe environment or jeopardize employee safety.

##14.4 Safety shoes must be worn in the proper manner. The use of unbuckled or unlaced, footwear or with laces dragging is prohibited. ##

14.5 In addition to the listed requirements, the following recommendations are strongly encouraged for footwear:

14.5.1 Should be at least of ankle height.

14.5.2 Should have an arch support that reduces fatigue.

14.5.2 Should be made of materials (to include sole and heels) that deter fuel, oil and grease.

14.5.3 Should incorporate puncture resistant (steel shank) feature.

14.6 Footwear such as open-toed shoes, canvas shoes, tennis shoes, jogging shoes, etc., do not offer protection, therefore, are not allowed in or around the Bus Service maintenance environment when working.

15.0 BUS DIVISION LOCATIONS

Bladensburg, 2251 26th Street, NE, Washington, DC 20018

Montgomery, 5400 Marinelli Road, Rockville, MD 20852

West Ox, 4970 Alliance Drive, Fairfax, VA 22030

Shepherds Parkway, 2 DC Village Lane, SW, Washington, DC 20032

Four Mile Run, 3501 S. Glebe Road, Arlington, VA 22202

Western, 5230 Wisconsin Avenue, NW, Washington, DC 20016

Northern, 4615 14th Street, NW, Washington, DC 20011

Landover, 3433 Pennsy Drive, Landover, MD 20785

Southern Ave, 1301 Boone's Hill Road, Coral Hills, MD 20743

Cinder Bed Road, 7900 Cinder Bed Road, Lorton VA 22079 (future location)

Andrews Federal Center, 7541 Andrews Federal Campus Drive, Suitland MD 20746 (future location)

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SCOPE OF SERVICES
APPENDIX A

Preventive Maintenance (PM) Checklist Items (Minimum)

##

1. Conduct a Visual Inspection of all equipment

- a. Cameras;
- b. DVRs;
- c. Microphones;
- d. SMPIO Modules;
- e. Backup Batteries;
- f. Breaker Assemblies;
- g. Panic Buttons;
- h. Harnesses;
- i. Wireless Antennas;
- j. GPS Devices;

##

2. Verify terminations and connections are secure

- a. Verify all data connections are secured and terminated properly.
- b. Verify all power connections are secured and terminated properly.
- c. Verify all devices and components are securely attached to the bus

##

3. Inspect Cameras

- a. Verify that housings are not cloudy or degraded.
- b. Verify that no water is present nor is there evidence of water intrusion.
- c. Verify camera mounting integrity.
- d. Verify Ensure all outdoor/external devices (cameras, WI-FI antennas GPS Devices are sealed to prevent water damage.
- e. Verify integrity of harnesses, wiring and connections.

##

4. Verify Camera Operation.

- ##a. Connect to DVR and evaluate performance of all cameras, to include video recording of each.
 - i. Correct number of cameras.
 - ii. Clarity of image.
 - 1. Signal free of distortion.
 - iii. Ensure that the field view of each camera is appropriate.
 - iv. IR lighting performance.

##

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5. Inspect DVR.
 - a. Check/correct DVR system time and date.
 - b. Check/Update firmware as needed.
 - c. Check hard drives and error logs for health status.
 - d. Check/correct configuration parameters.
 - e. Check/correct mounting of DVR and all components.
 - ## i. Ensure that excessive movement will not create false impact trigger. ##
 - f. Verify DVR is recording.
 - ## g. Verify all settings are set according to WMATA's specifications. ##
 - h. Verify microphone is functioning properly.

6. Check connectivity.
 - ##a. Verify DVR connects to WMATA's LAN and views live feeds from all cameras ##
 - ##b. Verify no unprocessed, queued events. ##
 - ##c. Verify GPS function from correct source (antenna or network). ##
 - ##d. Verify operation of panic button and status LEDs lights. ##

7. Check Battery Backup.
 - a. Verify battery condition and backup runtime.

8. Documentation.
 - a. Complete all required PM forms.
 - b. Maintain a full set of time/dated screen shots, by bus number, from each camera for on demand review by COTR.

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