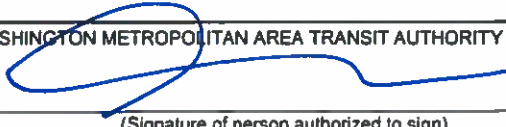


WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street, NW, Washington, DC 20001
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT / MODIFICATION NO. <p style="text-align: center;">A003</p>		2. EFFECTIVE DATE <p style="text-align: center;">July 23, 2015</p>	
3. ISSUED BY Office of Procurement and Materials Ruby S. Coley, Contract Administrator 3500 Pennsy Drive, Bldg. B, Room B-107 Landover, MD 20785		4. ADMINISTERED BY (if other than block 3) Email: rcoley@wmata.com Office No. (301) 955-7173	
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. <u>FQ14051/RSC</u> DATED <u>April 21, 2015</u> (see block 7) <input type="checkbox"/> 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 _____ is extended, <input checked="" type="checkbox"/> 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. RFP No. FQ14051/RSC - Leasing of New Non-Revenue Service Vehicles is amended to include changes in the Special Provisions, Scope of Work and Vehicles Offering Submittal Sheet. (b) Changes are denoted with a ## symbol at the beginning and ending of each changed paragraph. (c) Request for Proposals due date remains the same, Wednesday, August 14, 2015 at 3:00 p.m. <p style="text-align: center;">-- End of Amendment No. 003 --</p>			
<small>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.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE</u> COPY(IES) 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) <p style="text-align: center;">George Lewis</p>	17. DATE SIGNED <p style="text-align: center;">7.23.15</p>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

RFP No. FQ14051/RSC

Leasing of New Non-Revenue Service Vehicles

Amendment No. 003 Changes

SPECIAL PROVISION:

Remove pages 92 and 93, and replace with pages 92 and 93, Amendment No. 003.

SCOPE OF WORK:

Remove pages 117 and 118, and replace with pages 117 and 118, Amendment No. 003.

Remove page 122, replace with page 122, Amendment No. 003.

VEHICLES OFFERING SUBMITTAL SHEET:

Remove page 127, and replace with Page 127, Amendment No. 003

-- End Amendment No. 003 --

PART II - SECTION 2 - SPECIAL PROVISIONS

1. PERIOD OF PERFORMANCE

The contract period of performance is five-years commencing on receipt of Notice-To-Proceed.

2. LEASING TERMS

Leasing terms are 12, 24 or 36 months during the five year contract period of performance. Departments and Offices within WMATA will have an option of leasing new vehicles for 12, 24 or 36 months. No new leases will occur after the third year of the contract period of performance.

3. OPTION TO EXTEND CONTRACT PERIOD OF PERFORMANCE

The WMATA may require continued leasing services and at the prices specified in the contract Price Schedule Sheet. This option to extend contract period of performance may be exercised more than once, but the total extension of contract period of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the contract.

4. DELIVERY SCHEDULE

a. All deliveries shall be made to 3500 Pennsy Drive, Building G, Landover, MD 20785 unless otherwise noted by the COTR. The contractor will be responsible for delivery to the above address including any applicable delivery and transport charges.

b. Vehicles delivered by the contractor must be accomplished within ten business days of notification of availability. All vehicles must be delivered with a minimum of a half a tank of fuel at time of delivery.

5. ORDERING REQUIREMENT

a. Any supplies and services to be furnished under this contract shall be ordered by issuance of a delivery order in form of a purchase order from the duly authorized Contracting Officer's Technical Representative, Ordering Officer, or Authorized Representative designated in the contract award document or subsequent letters. Such orders may be oral or by written telecommunication issued anytime during the contract performance period.

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- b. All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between the delivery order and this contract, the contract shall control.
- c. If mailed, a delivery order is considered “issued” when WMATA deposits the order in the mail.
- d. Oral orders will be followed up by a written communication.
- e. Orders will include the following information:
 - (1) Date of Order
 - (2) Contract Number and an Order Number (Purchase Order);
 - (3) Line Item Number, Description (Vehicle Make and Model)
Quantity, Unit Price and Extended Price;
 - (4) Delivery or Performance Date;
 - (5) Place of Delivery or Performance;
 - (6) Packaging, packing, and shipping instructions (if any);
 - (7) Accounting and Appropriates Data; and
 - (8) Any other pertinent information;

6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond the fiscal year which ends June 2016. 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. No legal liability on the part of the Authority for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing, by the Contracting Officer. Any option exercised by the Authority which will be performed in whole or in part in a subsequent fiscal year is subject to availability of funds in the subsequent fiscal year is subject to availability of funds in the subsequent fiscal year and will be governed by the terms of this Article.

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7. PRICING

Prices on the Price Schedule submitted must include all associated costs, including but not limited to, travel, markups, overhead, and profit.

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2.14 OPEATION AND MAINTEANCE

Maintenance must be available at multiple repair facilities, including dealership and manufacturer's locations, throughout the three jurisdictions of the Washington Metropolitan Area (District of Columbia, Maryland, and Virginia). All corrective and preventative maintenance, including warranty are covered under this contract. National account service cards are not required.

WMATA shall keep vehicle in proper operating condition and shall furnish gasoline for the operation of each vehicle according to the manufacturer's specification.

The Contractor shall be responsible for the performance of all service, maintenance, and repairs required for the continued validation of the vehicle warranty through a local repair facility. Loaner vehicles shall be provided by the Contractor through the dealership for repairs taking in excess of 48 hours.

Upon termination of the lease, WMATA understands that it may be responsible for nominal additional charges based on poor mechanical conditions of vehicles returned resulting from misuse or the negligent operation of the vehicle.

2.15 SERVICE

Post delivery service by authorized representatives of the vehicle and equipment manufacturers must be available within District of Columbia, Northern Virginia and Maryland. Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a modern, properly equipped service shop. Service shall include not less than the following:

<ul style="list-style-type: none">➤ Lubrication➤ Detailed/washed➤ Engine Tuned➤ Wheel Alignment	<ul style="list-style-type: none">➤ District of Columbia Inspection➤ Body Condition➤ And all other checks and adjustments required for proper complete servicing of a new vehicle
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Particular attention shall be given to door alignment, weather stripping, hardware, paint condition and tagging of cooling system. It shall be the contractor's responsibility to insure at that time that all components and accessories specified have been properly installed.

2.16 RECALLS

The contractor must immediately notify the Office of Service Vehicles of any recalls pertaining to contract vehicle(s).

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2.17 PAYMENTS

2.17.1 SCHEDULED LEASE PAYMENTS

LESSOR may provide in accordance with its normal practice a summary of information pertaining to the Lease Vehicle including such information as the Lease Terms, the make, model, year, and VIN number of the vehicle. In no event will any of the terms and conditions of this Agreement be diminished or otherwise modified by LESSOR's standard supplement or schedule.

2.17.2 PURCHASE ORDERS AND INVOICING

General -All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges. Also, there should be a specific listing of the value from the "DAS" - Delivery Allowance Schedule, if one applies, on the first invoice only.

Invoices - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number
- Purchase Order Number
- Item Number
- Vehicle Identification Number(s) (VIN)
- Make and Model of Vehicle (s)
- Include a line item breakdown of all charges including the Monthly Lease Rate.

Failure to comply may result in lengthy payment delays.

2.17.3 CLOSED-END LEASE

The responsibility of the LESSEE to the Contractor will include the payment of a firm fixed monthly lease charge for each vehicle with set mileage with no adjustments for variation in actual depreciation. Upon termination or expiration of each individual leasing agreement the WMATA will return the vehicle(s) to the Contractor in such condition as defined in the "Return of Vehicles" or "Early Termination of Lease" clauses.

The WMATA may "spend" their allotted mileage in any increment they wish throughout the contract period, (i.e., 15,000 miles year 1; 20,000 miles year 2; 10,000 miles in year 3).

2.17.4 DEFAULT OF LESSEE

In the event LESSEE defaults in the payment of any lease fees and should such default continue for a period of sixty (60) days following receipt of notice in writing of such default, Contractor may repossess the vehicle of the defaulting WMATA and thereupon terminate the lease and any rights, title or interest of LESSEE to such vehicle.

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2.25 ACCIDENTS / THEFTS / VANDALISM

WMATA will notify the Contractor within three (3) business days of accident/theft/vandalism and will arrange for repairs of accident/vandalism damage, including damage sustained to a stolen vehicle during the period prior to recovery. The Contractor will not be required to provide a replacement vehicle during the period the vehicle is out of service. If the vehicle is damaged beyond repair or not recovered thirty (30) days after the date of theft, the Contractor will be reimbursed the current depreciated value of such vehicle as established by LESSOR provided that the depreciated value is determined by using a method at least as favorable as the double declining-balance method, plus any outstanding fees or charges including the monthly lease fee for the applicable month in which a vehicle is rendered unserviceable, minus any insurance proceeds LESSOR receives from LESSEE's insurance carrier, provided that the WMATA's liability to pay the monthly cost shall cease as of the time of the accident/theft/vandalism. In no event shall the amount due exceed the sale price of the Lease Vehicle. ##

The accrued lease cost for the month in which the accident/theft/vandalism occurs shall be determined on a pro-rata monthly basis. The Contractor shall provide the LESSEE documentation relating to all monies received from the salvage or other disposition of such vehicles.

2.26 PAYMENT OF TRAFFIC FINES

The Contractor shall be responsible for the payment of any fines or charges for traffic violations, parking tickets, towing charges, or any other expenses resulting from the use of the vehicle before late penalties are incurred. The contractor will bill back WMATA for charges. Administrative fees cap for each ticket is not to exceed \$10.00. The contractor is responsible from the time of notification of a traffic violation has 48 hours to notify the WMATA of violation.

2.27 ACTS OF GOD

Vehicles damaged as a result of Act of God, i.e., hail storms, floods, etc., shall be repaired and paid for by the LESSEE.

2.28 REBATES

WMATA has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

Offeror's Name: _____

LEASE VEHICLES

ITEM No. 5001 - Category – Mid Size Passenger Truck, 4WD – Est. Quantity 2 each

All vehicles shall include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus 6 cylinder 3.5L gas engine, automatic transmission, four wheel drive, power brakes, power steering, power windows, power locks, power exterior mirrors, power driver's seat, seven person seating, driver and front passenger airbags, air conditioning, rear window defroster, ABS brakes, Bluetooth (with steering wheel controls) and reverse audible alarm.

Are you supplying all the required equipment above? _____ Yes _____ No (If no, explain in separate sheet)

OFFERING: On the line below, include a Full Description (i.e. Ford Explorer, or approved equal) of vehicle being proposed:

Make and Model _____

ITEM No. 6001 - Category – ¾ Ton Pickup Truck, Crew Cab, 4WD, 8' Bed – Est. Quantity 25 each

All vehicles shall include all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus six person seating, 8 cylinder gas engine, automatic transmission, four wheel drive, power brakes, power steering, power windows, power locks, power exterior mirrors, driver and front passenger airbags, air conditioning, ABS brakes, Bluetooth (with steering wheel controls), tube type anti-slip cab access steps, reverse audible alarm, trailer towing package with integrated trailer brake controller, bed tie down hooks, cab guard (aka: headache rack) and 1,500 lb. capacity power lift gate, Mfg Thieman Model TT15EPB or an approved equal, with hitch and harness extensions. Steel is our preferred decking **##**

Are you supplying all the required equipment above? _____ Yes _____ No (If no, explain in separate sheet)

OFFERING: On the line below, include a Full Description (i.e. Ford F250, or approved equal) of vehicle being proposed:

Make and Model _____

Amendment No. 003