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Washington
Metropolitan
Area
Transit
Authority

Request For Proposal

[Inventory-Non-Federal]

Consumable Hardware

RFP NO. CQ-15106

Date: November 24, 2014

INTRODUCTORY INFORMATION
SOLICITATION CERTIFICATIONS PAGE

CQ-15106

Consumable Hardware

APPROVED FOR RELEASE



Project Manager/Office Designee

11/26/14

Date



Contracting Officer

11/28/2014

Date



COUN

05 DEC 2014

Date

END OF SECTION

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DIRECTIONS FOR SUBMITTING OFFER

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, NW
Washington, DC 20001
Room 3C-02
Attn: RKelly/CA

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

PROPOSAL SHALL BE TIMELY MAILED OR HAND DELIVERED TO REACH WMATA BEFORE 2:00 P.M. (LOCAL TIME) January 12, 2015 ON DAY OF PROPOSAL CLOSING.

NOTICE TO OFFERORS

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

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

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

Questions concerning this Request for Proposal may be directed to R.Kelly on 202-955-7171 or rkelly@wmata.com

NOTICE TO ALL VENDORS

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

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

Attention to Disadvantaged Business Enterprise (DBE)/Small Business and Local Preference Program (SBLPP) companies:

Minority and women owned businesses who are interested in becoming a WMATA DBE should complete an online DBE application. Self certification is required for Small Business and Local Preference as a part of the Vendor Registration.

Registered Vendor Benefits:

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

Any questions regarding registration may be addressed to Vendor Relations at (202) 962-1408 or procurement@wmata.com.

GENERAL INFORMATION

1. Description of Work:

- a. This solicitation provides for the supply and deliveries for the Line Items/Stocks and/or Part Numbers as set forth in the Unit Price Schedule(s) and in accordance with the Delivery Schedule in the Special Provisions.

2. Award of the Contract

- a. The Authority will award multiple Indefinite Delivery - Requirements contracts, resulting from this solicitation to the responsible Offeror(s) whose offer conforms to the solicitation and is determined to be the lowest priced among those offers rated "Technically Acceptable". Prices are determined by Firm Fixed Unit Prices as submitted on the Unit Price Schedules.

3. Period of Performance

- a. The period of performance is 1 Base Year with 4 One Year Option Periods.

4. Price Proposal Evaluation

- a. The Authority will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Submittal of proposed prices for both the Base and the Options are requirements of this proposal, failure to do so will necessitate rejection of the proposal.

5. Questions

- a. All Questions regarding the solicitation content or the material being solicited, should be forwarded to rKelly@wmata.com no later than December 31, 2014. Questions will not be taken or answered over the telephone. Only questions submitted via email will be answered.



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SOLICITATION, OFFER AND AWARD

CONTRACT NO. CQ-15106	SOLICITATION NO. RFP CQ-15106 <input type="checkbox"/> ADVERTISED <input checked="" type="checkbox"/> NEGOTIATED	DATE ISSUED	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
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SOLICITATION

Sealed offer in original and TWO (2) copies for furnishing the supplies or services in the schedules will be received at Authority until 2:00 P.M. local time 1/12/2015.
 (Hour) (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.
CAUTION – LATE OFFERS: See paragraph 6 of Solicitation Instructions.

All offers are subject to the following:

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

Offeror's Phone Number _____ Offeror's Fax Number _____

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	See Electronic spreadsheet for list of parts, quantities and detail information. Attachment B (See continuation of schedule on page 22)				\$

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)
<input type="checkbox"/> Check if remittance is different from above — enter such address in Schedule	Signature _____ Offer Date _____

AWARD (To be completed by The Authority)

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

ITEM NO.	QUANTITY	UNIT	UNIT PRICE

The total amount of this award is \$ _____

 Name of Contracting Officer (Print of Type)

 WASHINGTON METROPOLITAN TRANSIT AUTHORITY

 AWARD DATE

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION RFP CQ-15106

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

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

Authorized Signature

Company Name

Date

UNIT PRICE SCHEDULE SHEET

NAME OF OFFEROR OR CONTRACTOR:						
SCHEDULE						
ITEM NO.	SUPPLIES DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	DELIVERY LOCATION
	SEE ATTACHED ELECTRONIC SPREADSHEET WITH MANUFACTURING PART NUMBERS AND RELATED INFORMATION NEEDED TO COMPLETE THIS RFP Attachment B					

Note to Proposers:

1. The contract price will be evaluated based on the total base price plus all option prices if applicable. The Authority retains the right to award based on total base price only, total base plus options or any combination of base price plus options.
2. Proposers may submit prices on one or a combination of groups of commodities.

UNIT PRICE SCHEDULE SHEET
Continuation

Authorized Signature

Company Name

Date

SOLICITATION INSTRUCTIONS

1. DEFINITIONS

As used herein:

- a. The term "solicitation" means "Request for Proposal (RFP)" where the procurement is negotiated.
- b. The term "offer" means "proposal" where the procurement is negotiated.

2. PREPARATION OF OFFERS

- a. Offerors are expected to examine the Request for Proposals and all referenced documents carefully. Failure to do so will be at the risk of the Offeror.
- b. The Offeror shall furnish the information required by the solicitation. The Offeror shall sign the solicitation and print or type his/her/its name on the Schedule a offeror nd each Continuation Sheet thereof on which an entry has been made. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of authority, unless such evidence has been previously furnished to the issuing office.
- c. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- d. Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
- e. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

3. EXPLANATION TO OFFERORS

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed for a reply to reach all Offerors before the submission of their offers. **Oral explanations or instructions given before the award of the contract will not be binding.** Any information given to an Offeror concerning a solicitation will be furnished promptly to all Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if lack of such information would be prejudicial to other Offerors. All Requests should be addressed as follows and submitted via e-mail, facsimile or mail RKelly, RFP No. CQ15106, Consumable Hardware.

4. PRIOR REPRESENTATIONS

The Authority assumes no responsibility for any understanding or representations concerning this solicitation made by any of its officers or agents prior to the issuance of the solicitation, the specifications, or related documents.

5. ACKNOWLEDGMENT OF AMENDMENTS

Receipt of an amendment to a solicitation by a Offeror must be acknowledged (a) by signing and returning the amendment, (b) by identifying the amendment number and date on the Solicitation, Offer and Award Form, (c) and by expressly acknowledging the amendment on the designated

form and including it as part of the proposal. Such amendment must be received prior to the hour and date specified in the solicitation. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

6. PRE-PROPOSAL CONFERENCE

N/A

7. REVISIONS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS

- a. The right is reserved by the Authority to revise or amend the Scope of Work, Description of Work, drawings, etc. prior to the date set for the opening of proposals. Such revisions and amendments, if any, will be announced by an amendment to the Request for Proposal. Copies of such amendments as may be issued will be furnished to all prospective offerors.
- b. If the revisions and amendments require material changes in quantities or price proposals, or both, the date set for the opening of proposals may be postponed by such number of days as in the opinion of the Authority that will enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for the opening of proposals.

8. SUBMISSION OF OFFERS

- a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The Offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the Offeror on the face of the envelope.
- b. Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt.
- c. Facsimile offers, modifications or withdrawals will not be considered unless authorized by the Authority.

9. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS

- a. Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it
 - (1) Was sent by registered or certified U.S. mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been sent by registered mail by the 15th;
 - (2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt;
 - (3) Was sent by U.S. Postal Service Express Mail Next Day Service Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of offers. The term "working days" excludes weekends and U.S. Federal holidays; or

- (4) Is the only offer received.
- b. Any modification of an offer, except a modification resulting from the Contracting Officer's request for "revised final proposals" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- c. A modification resulting from the Contracting Officer's request for "revised final proposals" received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Authority.

The Authority may in its sole discretion accept a late proposal in instances where it is clear that the proposal left the hands of the proposer before the set time of or receipt of proposals and acceptance of the late proposal will not delay the procurement or prejudice the other proposers.

- d. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by registered or certified mail is the U.S. or Canadian Postal Service postmark on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- e. The only acceptable evidence to establish the time of receipt by the Authority is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the Authority.
- f. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offeror or Quoter should request the postal clerk to place a legible hand cancellation bulls-eye postmark on both the receipt and the envelope or wrapper.
- g. Notwithstanding paragraph "a" above, a late modification of any otherwise successful offer that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.
- h. Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals". Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

10. PROPOSAL GUARANTEE

N/A

11. CONTRACT AND BONDS

N/A

12. MINIMUM PROPOSAL ACCEPTANCE PERIOD

- a. "Acceptance period," as used in this provision, means the number of calendar days available to WMATA for awarding a contract from the current date specified in this solicitation for receipt of proposals or from the most current date specified of Revised Final Proposals if applicable.
- b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- c. WMATA requires a minimum acceptance period of 120 calendar days from the latest revised proposal.

13. CONTRACT AWARD

If this solicitation is a Request for Proposals:

- a. The Authority may award one or more contracts resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Authority cost or price and other factors, specified elsewhere in this solicitation, considered.
- b. The Authority may (1) reject the offer if such action is in the public interest, or (2) waive informalities and minor irregularities in offers received.
- c. The Authority may award a contract on the basis of the initial offer received, without discussions (other than discussions conducted for the purpose of minor clarifications). Therefore, the initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. However, the Authority reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- d. A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Authority may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Authority.
- e. Neither financial data submitted with an offer, nor representations concerning facilities or financing will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- f. The Authority may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. An offer is materially

unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Authority even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

14. NOTICE OF PROTEST POLICY

- a. WMATA policy and procedure for the administrative resolution of protests is set forth in Chapter 17 of the Authority's Procurement Procedures Manual (PPM). Chapter 17 contains strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters. The Contracting Officer can furnish a copy of Chapter 17 upon request.
- b. FTA Circular 4220.1F, addresses Protests. FTA will only review protests regarding the alleged failure of the grantee to have a written protest procedure or alleged failure to follow such procedures, and only when submitted by an interested party. The term "interested party" is defined in the Authority policy for handling protests.
- c. Alleged violation on other grounds must be submitted to the Contracting Officer who will decide the protest.
- d. The judicial authorities having jurisdiction over court actions concerning protest decisions are the United States District Courts for the Districts of Maryland, Virginia, and the District of Columbia, and the local courts in Maryland, Virginia, and the District of Columbia.

15. PRE AWARD INFORMATION

- a. Before making a determination of responsibility, the Contracting Officer shall possess or obtain information sufficient to satisfy the applicable standards and requirements for responsibility set forth in this Chapter.
- b. The Contracting Officer shall obtain information regarding the responsibility of a prospective contractor whose offer is in the competitive range. The prospective contractor shall promptly supply information requested by the Contracting Officer regarding its responsibility. If the prospective contractor fails to supply the information requested, the Contracting Officer shall make a determination of nonresponsibility based upon the lack of available information.
- c. The Contracting Officer shall use the following sources of information, listed in priority order to support responsibility determinations:
 - (1) General Services Administration publication titled "System for Award Management" ("SAM"), formerly the "Excluded Parties List System." The results of the search must be printed and placed in the contract file;
 - (2) Written records and experience data, including verifiable knowledge of Authority personnel, and other sources, i.e.: publications, suppliers, subcontractors, and customers of the prospective contractor, financial institutions, government agencies, and business and trade associations. Contract Administrators and other Authority personnel who become aware of circumstances casting doubt on a contractor's ability to perform a contract successfully shall promptly inform the Contracting Officer and furnish the relevant information in writing;

- (3) Information supplied by the prospective contractor, including proposal information, questionnaire replies, financial data, information on production equipment and personnel information; and
- (4) Pre-award survey reports.

16. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

The original of Volume 1 – Cost and Price should be placed in a sealed envelope, marked “Original” along with one (1) flash drive or CD of the pricing sheets.

The original of Volume 2 and Volume 3 shall be unbound and marked “Original” along with an electronic copy (flash drive or CD) of Volumes 2 and 3, marked “COPY”.

All envelopes, front covers of binders, cover sheets and electronic media shall have the RFP number clearly marked as well as the Offeror’s identity, volume number, and volume title.

All Volumes may be sent in on one (1) flash drive or CD. Each must be marked accordingly in its own file.

Volumes shall be submitted in the following order:

- (1) **Volume I** – Cost/Price - One (1) original (paper) and one (1) flash drive or CD of the cost/price proposal.

On the flash drive/CD - electronic copies of pricing spreadsheet, as provided in the RFP, shall be submitted as follows:

- **one in EXCEL format;**

- (2) **Volume II** – Technical - One (1) original (paper), One (1) flash drive or CD of the technical proposal:

- (3) **Volume III** – Contractual - One (1) original (paper), and a PDF formatted flash drive or CD of the completed signed solicitation documents to include Representations, Certifications, Pre-Award Data, Certificate of Insurance, DBE requirements, per Appendix B (if required) and Amendments, if any, and a comprehensive list of exceptions being taken to the documents.

Contractual Documents shall not include any cost/price information.

- b. **Price Proposal.** All information relating to cost or pricing data must be included with this Volume 1. Under no circumstances shall cost or pricing data be included elsewhere within the Offeror’s proposal.
- c. **Technical Proposal.** The technical proposal shall enable WMATA evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the specifications in accordance with the Authority’s requirements.

Offerors shall provide manufacturing or cut sheet detail of parts that are being quoted and are not specified as an approved part number on the price/cost sheet. Technical proposals shall be specific, detailed, and complete; and demonstrate that the Offeror has a thorough knowledge and understanding of the requirements.

Offerors shall avoid statements which paraphrase the specifications or attest that "standard procedures will be employed." Such phrases are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

- d. **Contractual**. Contractual documents shall contain a completed signed Solicitation, Offer and Award Form and include Representations, Certifications, Pre-Award Data, Certificate of Insurance, and any amendments and all exceptions being taken to these documents.

17. **RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

- a. "This data furnished pursuant to this RFP shall not be disclosed outside the Authority, be duplicated, or used in whole or in part, for any purpose other than to evaluate the offer; provided that, if a contract is awarded on the basis of that offer, the Authority shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever.
- b. This information does not limit the Authority's right to use information contained in this data if it is or has been obtained by the Authority from another independent legitimate source.
- c. Except for the foregoing limitation, the Authority may duplicate, use, and disclose in any manner and for any purpose whatsoever and have others so do, all data furnished in response to this solicitation."

18. **AWARD**

The Authority intends to award multiple contracts for all line items in the schedule of prices resulting from this solicitation

19. **EVALUATION OF OPTIONS**

The Authority will evaluate proposals for award purposes by adding the total price for the option years to the basic requirement. If applicable, evaluation of options will not obligate the Authority to exercise the options.

20. **BASIS FOR AWARD**

Technically Acceptable – Low Price

- a. The Authority will award contracts resulting from this solicitation to the responsible Offeror(s) whose offer conforms to the solicitation and is determined to be the lowest priced among those offers rated "Technically Acceptable."

The Authority may (1) reject any or all offers if such action is in WMATA's interest, (2) accept other than the lowest offer, and (3) waive minor informalities and irregularities in offers received.

- b. Offerors are advised that the award may be made without discussions or any contact with the offerors concerning the offers received except for minor clarifications. However, the Authority reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, **each initial offer should contain the Offeror's best terms from a cost or price technical standpoint.**
- c. Price evaluation will be based on the total price proposed by the contractor for the base contract plus option prices.
- d. The technical evaluation will include an adjectival rating, and a performance risk rating. The adjectival rating will assess how well the Offeror's proposal meets the evaluation standards and solicitation requirements in the Technical Area. The performance risk rating will assess the probability of the Offeror successfully accomplishing the proposed effort based on the Offeror's demonstrated past and present performance.

21. PROPOSAL EVALUATION CRITERIA

Technical proposals will be evaluated based on the following criteria:

Part Number (P/N)—The approved part numbers are shown in the columns labeled “**Vendor P/N 1, Vendor P/N 2, Vendor P/N 3, etc..**”

The contractor shall indicate the Manufacturer/Brand Name, the part number, and the delivery/lead time for each item proposed. Failure to do so may necessitate rejection of the proposal in part or in its entirety.

If Offeror is proposing an alternate part rather than one of the approved part numbers, then WMATA requires further clarification to determine form, fit and function. In addition to the Manufacturer/Brand Name, the part number, and the delivery/lead time, **the Offeror must provide a Manufacturer's specification sheet or cut sheet.** This allows the technical team to evaluate the alternate parts being offered and determine if the supplier will be asked to perform an FAI for the proposed part.

First Article Inspection (FAI) for Non Approved Suppliers of a Part - Parts which are not provided by the OEM or a previous supplier and/or which are not an approved P/N, will be required to go through an engineering qualification and FAI process. The costs incurred for this process will be the responsibility of the quoting supplier, whether approved or disapproved.

During the process of a new supplier becoming qualified for a particular part, WMATA reserves the right to purchase from the originally approved supplier or OEM until the engineering qualifications and the FAI is completed, as described in the above paragraph (First Article is also found in Special Provisions #26)

Lead Time –Initial Order Lead Time will be evaluated based on the length of time it takes the supplier to deliver the product.

22. Ratings for Proposal Evaluation Criteria – PASS/MARGINAL/FAIL

Evaluation criterion will be rated on a **PASS/MARGINAL/FAIL** basis.

1. All parts must be Brand Name or equal.
2. Manufacturing part number must cross reference supplier part number in order to allow processing of FAI if needed
3. Include Manufacturer name of part number being priced.
4. Excessive lead times may adversely impact the technical ratings.
5. Necessary cut sheets, specification sheets for proposed alternates must be provided and it must be determined that the alternates meet WMATA's requirements for the part.

23. DEFINITIONS FOR TECHNICAL EVALUATION

Clarifications: Communications with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistake results in revisions.

Discussions: Oral or written communications including negotiations between the Authority and an offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.

Deficiencies: Defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the Authority's minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.

Weakness: Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.

Strengths: Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the Authority.

24. PRICE PROPOSAL EVALUATION

a. The Authority will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Each Offeror's cost will be evaluated in terms of the following which are equal in importance:

1. The contractor is required to submit a prices for the WMATA ITEM ID as specified on the Unit Price Schedule. Submit part prices in the column labeled "Bid Price per UOM (Base Year)," Bid Price per UOM (Option Year 1)", " Bid Price per UOM (Option Year 2)," "Bid Price per UOM (Option Year 3)", Bid Price per UOM (Option Year 4),".

2. The contractor is not obligated to submit prices for every WMATA Item ID listed on the RFP. However, for each WMATA Item ID the contractor elects to bid, the contractor must submit pricing for the base year and all for option years. Failure to do so may necessitate rejection of the proposal in its entirety.

- b. Any offer which is materially unbalanced may be rejected. An unbalanced offer is one which is based on prices that are significantly overstated for some items and understated for other items.
- c. The Authority will compare the price proposals to the Authority estimate and otherwise determine reasonableness by performing a price analysis if adequate competition exists. A cost analysis will be performed if adequate price competition does not exist, to ascertain whether or not the proposed price is fair and reasonable.
- d. In accordance with FAR 15.804 3, the Offeror shall provide certified cost or pricing data as requested by the Contracting Officer.

25. TYPE OF CONTRACT

The Authority will award multiple Indefinite Delivery - Requirements contracts with fixed unit prices.

26. ENGLISH LANGUAGE AND UNITED STATES CURRENCY

As regards this solicitation and the resultant contract:

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

27. FEDERAL/LOCAL/STATE SALES TAX

- a. The Authority is exempt under this solicitation from all Federal, State and District of Columbia, municipal and local taxation.
- b. This provision supersedes any language pertaining to payment of taxes that may appear elsewhere in this solicitation.
- c. The Authority's tax exempt numbers are as follows: District of Columbia -- 5611-0082187-001; Maryland -- 30072210; Virginia -- 5280-0067.

28. BRAND NAME OR EQUAL

- a. If items called for by this Request for Proposal have been identified in the Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the proposals and are determined by the Authority to meet fully the salient characteristics requirements in the Request for Proposals.

- b. Unless the Offeror clearly indicates in his proposal that he is offering an "equal" product, his proposal shall be considered as offering a brand name product referenced in the Request for Proposals.
- c. (1) If the Offeror proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished in the space provided in the Request for Proposals, or such product shall be otherwise clearly identified in the proposal. The evaluation of proposals and the determination as to equality of the product offered shall be the responsibility of the Authority and will be based on information reasonable available to the Department of Procurement.

CAUTION TO OFFERORS. WMATA is not responsible for locating or securing any information which is not identified in the proposal and reasonably available to the Authority. Accordingly, to insure that sufficient information is available, the Offeror must furnish as a part of his proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Authority to (i) determine whether the product offered meets the salient characteristics requirements of the Request for Proposals and (ii) establish exactly what the Offeror proposes to furnish and what the Authority would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the Authority.

- (2) If the Offeror proposes to modify a product so as to make it conform to the requirements of the Request for Proposals, he shall (a) include in his proposal a clear description of such proposed modifications, and (b) clearly mark any descriptive material to show the proposed modifications.
- (3) Modifications proposed after proposal closing to make a product conform to a brand name product referenced in the Request for Proposal may not be considered.
 - (a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
 - (b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—
 - (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
 - (2) Clearly identify the item by—
 - (a) Manufacturer/Brand name
 - (b) Part number;
 - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

- (4) Clearly describe any modifications the Offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
 - (c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the Offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
 - (d) Unless the Offeror clearly indicates in its offer that the product being offered is an "equal" product, the Offeror shall provide the brand name product referenced in the solicitation.

REPRESENTATIONS AND CERTIFICATIONS
(NON-FEDERALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

REPRESENTATIONS

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

1. TYPE OF BUSINESS ORGANIZATION

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

2. AFFILIATION AND IDENTIFYING DATA

Each offeror shall complete (a), (b) if applicable, and (c) below, representing that:

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

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

Name of Parent Company

Main Office Address (including ZIP Code)

(c) If the offeror has no parent company, it shall provide in the applicable space below its own Employer's Identification Number (E.I.N.), (i.e., number used on Federal Tax Returns or, if it has a parent company, the E.I. No. of its parent company).

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

(d) If a Data Universal Numbering Systems (DUNS), number has not been established for the address entered on the Solicitation, Offer, and Award Form, the Authority will arrange for the assignment of this number after award of a contract and will notify the Contractor accordingly.

CERTIFICATIONS

3. COVENANT AGAINST GRATUITIES

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

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the Authority with the

view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

4. CONTINGENT FEE

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

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

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or with any other competitor, as to any matter relating to such prices;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify.

6. NONDISCRIMINATION ASSURANCE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, in connection with this procurement that it will not discriminate on the basis of race, color, creed, national origin, sex, age in the performance of this contract. The offeror is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certification, without modification, in all subcontracts and purchase orders.

7. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS

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

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

- (a) No **WMATA Board Member, Household Member or Business Associate** has a financial interest in this firm, in a **Financial Transaction** with the Authority to which this firm is a party or prospective party, or in an **Actual or Prospective Business Relationship with the Authority** to which this firm is a party.

- (b) The following **WMATA Board Member(s), Household Member(s) or Business Associate(s)** has a financial interest in this firm, in a **Financial Transaction** with the Authority to which this firm is a party or prospective party, or in an **Actual or Prospective Business Relationship with the Authority** to which this firm is a party. Include in Nature of Interest below a description of the financial interest and (1) for ownership interests, the value of the interest, the name and address of the firm in which the interest is held, and the total equity or equivalent interest of the firm; and (2) for income, the amount of all income received by the **Board Member, Household Member or Business Associate** in the current and preceding fiscal year for services provided, and the name and address of the firm from which the income was received.

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

- (c) The certification required by subparagraphs (a) and (b) above shall be included in all subcontracts. The prime contractor shall furnish copies of certifications to the contracting officer and retain a copy for inspection upon the contracting officer's request.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS	
Name of Offeror:	_____
Name and Title of Authorized Representative:	_____
	Print and Sign Name

	Title Date

PRE-AWARD EVALUATION DATA

PROJECT DESCRIPTION: _____

1. Name of Firm _____

2. Address: _____

3. Individual Partnership Corporation Joint Venture

4. Date Organized _____.

State in which incorporated _____.

5. Names of Officers or Partners:

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

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

7. Attach as SCHEDULE ONE a list of similar current contracts which demonstrates your technical proficiency, each with contract amount, name of contracting party, character or type of work and percentage of completion.

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

9. In the last two years have you ever been denied an award where you were Offeror?

If the answer is YES, attach as SCHEDULE THREE the full particulars regarding each occurrence.

10. Have you ever failed to complete, in the last two years, any contract on which you were the Offeror?

If the answer is YES, attach as SCHEDULE FOUR, the full particulars regarding each occurrence.

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

a. Cash on hand: \$ _____

- b. Sources of credit: _____
12. Attach as SCHEDULE FIVE certified financial statements available for the last 2 years and letters from banks regarding credit as required by the Pre-Award Information article.
 13. What percentage of work (contract amount) do you intend performing with your own personnel? %.
 14. Attach as SCHEDULE SIX a list of all principal subcontractors and the percentage and character of work (contract amount) which each will perform. Principal items of work shall include, but not be limited to, those items listed in the Pre-Award Information article of the Request for Proposal.
 15. If the contractor or subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.

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

The undersigned certifies to the accuracy of all information.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

PART II – GENERAL / SPECIAL PROVISIONS

PART II – SECTION 1 - GENERAL PROVISIONS

PART II, SECTION 1 - GENERAL PROVISIONS

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

- (a) "Authority" means the Washington Metropolitan Area Transit Authority created effective February 20, 1967, by Interstate Compact by and between Maryland, Virginia and the District of Columbia, pursuant to Public Law 89-774, approved November 6, 1966.
- (b) "Contracting Officer" means the person executing this Contract on behalf of the Authority and his or her successor. The term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
- (c) "Subcontract" means, except as otherwise provided in this Contract, a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services under a prime contract. Subcontracts include purchase orders under this Contract, as well as changes and modifications to purchase orders.
- (d) Wherever in the scope of the work the words directed, ordered, designated, prescribed or words of like import are used, it shall be understood that the direction, requirement, order, designation or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory or words of like import shall mean approved by, or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.
- (e) "Contractor" means the party (i.e., individual person or legal entity) that enters into a contract with the Authority to provide supplies or perform services to fulfill Authority requirements. With respect to subcontracting, "prime contractor" means "contractor."
- (f) "Services" means the performance of work by an individual person or legal entity under Contract with the Authority. Examples of services: maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment; routine recurring maintenance of real property; housekeeping; advisory and assistance; operation of authority-owned equipment, facilities, and systems; communication services; Architect-Engineering services; and transportation and related services.
- (g) "FTA" means the U.S. Department of Transportation, Federal Transit Administration.

2. ACCOUNTING AND RECORD KEEPING

- (a) **Applicability.** This clause shall become effective for and shall apply to any adjustment in the price of this Contract initiated by the Contractor or the Authority. However, where the original amount of this Contract is less than \$1,000,000, paragraph (c) of this clause does not apply unless the adjustment is expected to exceed \$50,000.

- (b) **Forward Priced Adjustments.** Unless expressly waived in writing in advance by the Contracting Officer, the Contractor shall furnish to the Contracting Officer a cost proposal in advance of performance of any work for which a price adjustment is requested under this Contract. The Contractor shall originate such records as are necessary to substantiate all elements of the pricing proposal, current to the date of agreement on the pricing adjustment. Such records supporting the costs of each pricing adjustment request shall be specifically segregated and identified in the Contractor's accounting system as being applicable to the pricing adjustment request.

- (c) **Post Pricing Adjustments.** In addition to the records required to be originated under paragraph (b) above, in the event pricing of an adjustment under this Contract is not agreed upon between the Contractor and the Contracting Officer prior to the commencement of work for which the pricing adjustment is requested, the Contractor and any subcontractor engaged in work for which the pricing adjustment is requested, shall maintain accounts and original cost records specifically segregated and identified by job order or other appropriate accounting procedures approved by the Contracting Officer of all incurred segregable costs related to the work for which the pricing adjustment is requested. The Contractor shall maintain accounts and records which segregate and account for the costs of all work associated with that part of the project for which the pricing adjustment is requested and shall allocate the costs so accumulated between: (1) work required under the base Contract; (2) work requested to be reimbursed under the pricing adjustment; and (3) other claim, including but not limited to, changes, differing site conditions, and the like. The accounts and records so established shall accumulate such costs under logical costs groups, such as material, labor, equipment, subcontracts, field overhead and the like. The Contractor shall record these costs on a form approved by the Contracting Officer.

- (d) **Availability.** The accounts, records and costs information required to be originated under b. and c. above together with all other accounts, records and costs information related to this Contract, shall be maintained and made available by the Contractor and subcontractor(s):
 - (1) At the office of the Contractor or subcontractor(s) at all reasonable times for inspection, audit, reproduction or such other purposes as may be required by the Contracting Officer or by anyone authorized access to the records by the Contracting Officer or pursuant to any other provisions of this Contract; and
 - (2) Until the expiration of three years from the date of final payment under this Contract or such lesser time as is specified in Subpart 4.7 of the Federal Acquisition Regulations and for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by paragraphs (i) and (ii) below:
 - (i) If the Contract is completely or partially terminated, for a period of three (3) years from either the date of any resulting final settlement or the date of final payment whichever is the greater period; and
 - (ii) If a pricing adjustment is involved in any appeal under the Disputes clause Article of this Contract or in any litigation related to this Contract, for a period of one (1) year following the final disposition of the appeal or litigation.

- (e) **Access to Records.** When asserting a claim involving a potential price adjustment under any provisions of this Contract, the Contractor shall grant the Authority access to review and ascertain the validity of the accounting records being maintained for segregation of costs, including base cost records, and to audit such costs as are deemed appropriate by the Contracting Officer. No payment shall be made to the Contractor on its claim until such records are made available and access is permitted.

- (f) **Limitation on Pricing Adjustment.** In the event the Contractor or any subcontractor fails to originate or to maintain, or to make available any accounts or records required under this or any other clause of the Contract, the Contracting Officer may, at the Contracting Officer's discretion, determine the reasonableness of the direct cost of the work for which records are not available, and add a single mark-up for indirect expenses not to exceed ten percent (10%) of the direct costs based on:
 - (1) An audit of any existing books and records of the Contractor or subcontractor; or
 - (2) An Authority estimate adopted by the Contracting Officer; or
 - (3) A combination of (1) and (2);

The Contractor and subcontractors shall not be allowed any profit on the work which such records are not available.

- (g) **Flow-down clause.** The Contractor shall insert a clause containing all the provisions of this clause in all subcontracts issued under this Contract, modified as necessary, for proper identification of the contracting parties and the Contracting Officer under this Contract.

3. ASSIGNMENT

- (a) Except as otherwise provided in this provision, the Contractor shall not transfer any of its rights and obligations under this Contract to third parties without the prior consent of the Authority. The Authority may recognize a third party as successor in interest to the Contract in the event of a transfer of all or substantially all of the assets of the Contractor, a Division of the Contractor involved in the performance of the Contract, or a Parent company providing a performance guarantee under this Contract, (i.e., sales of assets; transfer of assets pursuant to merger or consolidation; or incorporation of a proprietorship or partnership). Such recognition of the transfer shall be within the discretion of the Contracting Officer after review of the facts and circumstances surrounding each request. At the discretion of the Contracting Officer, the Contracting Officer may conduct an evaluation of the successor party's capability to perform the Contract in the same manner and to the same extent the Contracting Officer was empowered to conduct a responsibility determination as part of the original solicitation for this Contract. Should the Contracting Officer, for any reason, not recognize such a successor in interest, it may terminate this Contract for the convenience of the Authority.

- (b) For claims for monies due, or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further

assigned and reassigned to any institution, upon written notice of such assignment to the Authority. Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize assignments only to bona fide lending institutions; therefore, assignment to any private corporation, business or individual which does not qualify as such is specifically prohibited.

- (c) Any attempt to transfer by assignment not authorized by this provision shall constitute a breach of the Contract and the Authority may for such cause, terminate the Contract with the DEFAULT provision of these General Provisions, and the Contractor shall be liable to the Authority under the DEFAULT provision.

4. AUDIT AND RETENTION OF RECORDS

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Authorized persons. The Contracting Officer and his representatives, including representatives of the Authority's governing jurisdictions and any other federal, state, or local entity providing funding for this Contract and the Comptroller General of the United States, shall have access and inspection rights described in this clause.
- (c) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing this contract.
- (d) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to: (1) the proposal for the contract, subcontract, or modification; (2) the discussions conducted on the proposal(s), including those related to negotiating; (3) pricing of the contract, subcontract or modification; or (4) performance of the contract, subcontract or modification.
- (e) Reports. If the Contractor is required to furnish cost, funding or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and the data reported.
- (f) Availability. The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence described above, for examination, audit or

reproduction, until three (3) years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation or claims are fully resolved.
- (g) Subcontracts. The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this Contract that exceed the simplified acquisition threshold (currently \$100,000) and –
- (1) That is cost reimbursable, incentive, time-and-material, labor-hour, or price redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That requires the contractor to submit reports as discussed in paragraph (e) of this clause.

5. AUTHORITY DELAY OF WORK

- (a) If the performance of all or any part of the work is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this Contract, which act is not expressly or impliedly authorized by this Contract, or (2) by a failure of the Contracting Officer to act within the time specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or for which an adjustment is provided or excluded under any other provision of this Contract.
- (b) A claim under this clause shall not be allowed:
 - (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and
 - (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the Contract.

6. CERTIFICATE OF CURRENT COST OR PRICING DATA

The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.406 of the Federal Acquisition Regulations (48 CFR 15.406) in support of any negotiated contract modification, for which the aggregate of the increase and decreases in cost are expected to exceed \$100,000. The Contractor may be requested, at the discretion of the Contracting Officer, to provide cost or pricing data and an attendant certificate of current cost or pricing data, for modifications on which cost are \$100,000 or less.

7. CHANGES

- (a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this Contract, in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); or
 - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, the Contracting Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Contractor must assert its right to an adjustment under this clause article within 30 days from the date of receipt of the written order. Any such adjustment to the contract price must be agreed upon, prior to final payment of the contract price.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (f) Notwithstanding any other provision of this Contract, the Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the Contract price and shall take action with respect thereto as directed by the Contracting Officer.

8. NONDISCRIMINATION ASSURANCE

- (a) Nondiscrimination Assurance: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the contractor, sub-recipient, or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor, sub-recipient, or subcontractor agrees to comply with applicable Federal

implementing regulations and other implementing regulations that FTA may issue.

- (b) **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this contract.
- (1) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (2) **Age:** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (3) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) The Contractor also agrees to include all of these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- (d) Failure by the contractor, sub-recipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the

termination of this contract or such other remedy as the recipient deems appropriate.

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

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

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such work week.
- (b) Violation. Liability for Unpaid Wages - Liquidated damages. In the event of any violation of the provisions of paragraph (a) the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the Authority for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman or guard employed in violation of the provision of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of his standard work week of 40 hours without payment of the overtime wages required by paragraph (a).
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Authority Contractor, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may be administratively determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).
- (d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts and shall require their inclusion in all subcontracts of any tier.
- (e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three (3) years from the completion of this Contract.

10. CONVICT LABOR

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam or the U.S. Virgin Islands.

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

11. CORRECTION OF DEFICIENCIES

- (a) Definitions, as used in this provision:
- (1) "Deficiency" means any condition or characteristics in any supplies (which term shall include related technical data) or services furnished hereunder, which is not in compliance with the requirements of this Contract.
 - (2) "Correction" means any and all actions necessary to eliminate any and all deficiencies.
 - (3) "Supplies" mean the end item(s) furnished by the Contractor and related services required under this Contract.
- (b) General:
- (1) The rights and remedies of the Authority provided in this provision:
 - (i) Shall not be affected in any way by any other provision(s) under this Contract concerning the conclusiveness of inspection and acceptance; and
 - (ii) Are in addition to and do not limit any rights afforded to the Authority by any other provision article of this Contract.
 - (2) This provision shall apply only to those deficiencies discovered by either the Authority or the Contractor within one year after acceptance.

- (3) The Contractor shall not be responsible under this provision for the correction of deficiencies in Authority furnished property, except for deficiencies in installation, unless the Contractor performs or is obligated to perform any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of deficiencies to the extent of such modifications or other work.
 - (4) The Contractor shall not be responsible under this provision article for the correction of deficiencies caused by the Authority.
- (c) Deficiencies in accepted supplies or services:
- (1) Notice to Contractor - Recommendation for Correction. If the Contracting Officer determines that a deficiency exists in any of the supplies or services accepted by the Authority under this Contract, the Contracting Officer shall promptly notify the Contractor of the deficiency, in writing, within 30 days. Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted supplies or services, the Contractor shall promptly submit to the Contracting Officer its recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.
 - (2) Direction to Contractor concerning correction of deficiencies. Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, at his sole discretion, shall give the Contractor written notice not to correct any deficiency, or to correct or partially correct any deficiency within a reasonable time and at a specified location.
 - (3) Correction of deficiencies by Contractor. The Contractor shall promptly comply with any timely written direction by the Contracting Officer to correct or partially correct a deficiency, at no additional cost to the Authority. The Contractor shall also prepare and furnish to the Authority data and reports applicable to any correction required under this provision (including revision and updating of all other affected data called for under this Contract) at no additional cost to the Authority.
 - (4) Proposal for correction. In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall promptly submit a technical and cost proposal for compensation to the Authority for the diminished value received. If the Contract has not been completed, this may be accomplished as a scope and price modification to the Contract.
- (d) Deficiencies in supplies or services not yet accepted. If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any supplies or services, it shall promptly correct the deficiency. If in the Contractor's judgment such correction is not feasible or in the Authority's best interest, it shall promptly notify the Contracting Officer, in writing, of the deficiency, the reasons for its recommendation not to correct the deficiency, and a provide a detailed technical and cost proposal for recommended alternatives.

- (e) No extension in time for performance - No increase in Contract price. In no event shall the Authority be responsible for extension or delays in the schedule deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of the delivery schedule or period of performance as a result of such correction of deficiencies, except as may be agreed to by the Authority in a contract modification with adequate consideration. This provision shall not be construed as obligating the Authority to increase the Contract price of this Contract.
- (f) Transportation charges. If the agreed upon correction requires the Authority to ship supplies or other items to the Contractor, the Contractor shall be liable for determining the method of shipment and bearing the cost and risk of loss for such supplies or other items while in transit, and until they are redelivered to the Authority. For the purpose of this provision, the terms "supplies" and "shipment" include both tangible and intangible (e.g., electronic) items and methods.
- (g) Failure to correct. If the Contractor fails or refuses to comply with any term of this provision, or fails to exercise its professional judgment in good faith regarding the identification or correction of any deficiency, the Contracting Officer may proceed in accordance with the Termination for Default provision of this contract. In such event, the Contractor shall be liable for all costs incurred by the Authority in connection with the Termination for Default provision, including but not by way of limitation, the employment of consultants or other contractors to identify the deficiency, to make recommendations regarding methods of correcting the deficiency, the actual correction of the deficiency, and risk of the continued use of the defective supplies, methods of achieving the end purpose of the supplies or other items until the deficiency is corrected, and the estimated cost thereof.
- (h) Correction of deficient replacements and re-performances. The corrected or replaced supplies and any services re-performed pursuant to this provision shall also be subject to all the provisions of the clause to the same extent as supplies or services initially accepted.
- (i) Disassembly/reassembly expense. The Contractor shall be liable for the reasonable cost of any disassembly, reassembly, repair or replacement of Authority property required to implement the correction(s) required in accordance with this provision.

12. COST OR PRICING DATA

- (a) As part of its pricing proposal for any modification to this Contract requiring a price adjustment involving an aggregate increase or decrease in excess of \$100,000 to the Contract price, the Contractor shall submit to the Contracting Officer, either actually or by specific identification in writing, cost or pricing data under the conditions described in this paragraph and certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of the date of the proposal. The Contractor, at the discretion of the Contracting Officer, may be required to submit cost or pricing data for price adjustments less than \$100,000.
- (b) The submittal of certified cost or pricing data shall not be required if the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The Contractor agrees that the terms adequate price competition and established catalog or

market prices of commercial items sold in substantial quantities to the general public shall be determined by the Contracting Officer in accordance with the guidelines as set forth in Subpart 15.4 of the Federal Acquisition Regulations (48 CFR 15.4).

- (c) Cost or pricing data consists of all facts existing up to the time of agreement on price which prudent buyers and sellers would reasonably expect to have a significant effect on the price negotiations for the modification. The definition of cost or pricing data embraces more than historical accounting data; it also includes where applicable, such factors as subcontractor, supplier and vendor quotations, non-recurring costs, changes in construction methods or contract performance, unit cost trends such as those associated with labor efficiency and any management decisions which could reasonably be expected to have a significant bearing on costs under the proposed modification and the Contract work. Cost or pricing data consists of all facts which can reasonably be expected to contribute to sound estimates of future costs as well as to the validity of costs already incurred. Cost or pricing data, being factual, is that type of information which can be verified. Because the certificate pertains to cost or pricing data, it does not make representations as to the accuracy of the Contractor's judgment on the estimated portion of future costs or projections. The certificate does, however, apply to the data upon which the Contractor's judgment is based.

13. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. DEFAULT

- (a) (1) The Authority may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this Contract in whole or part if the Contractor fails to:
- (i) Deliver the supplies or to perform the services within the time specified in the contract, herein or any extension thereof;
 - (ii) Make progress, so as to endanger performance of the contract; or
 - (iii) Perform any of the other provisions of this contract.
- (2) The Authority's right to terminate this contract under paragraphs (a)(1)(ii) and (a)(1)(iii) above, may be exercised if the contractor does not cure such failures within 10 days (or more if authorized by the Contracting Officer) after receipt of notice from the Contracting Officer specifying the failure.
- (b) If the Authority terminates this Contract in whole or in part, it may procure, under the terms and in the manner as the Contracting Officer considers appropriate, supplies or services similar to those terminated in this contract, and the Contractor will be liable to the Authority for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy; (2) acts of the Government in its sovereign capacity or the Authority in its contractual capacity; (3) fires; (4) floods; (5) epidemics; (6) quarantine restrictions; (7) strikes; (8) freight embargoes; and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this Contract is terminated for default, the Authority may require the Contractor to transfer title and deliver to the Authority, as directed by the Contracting Officer (1) any completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information (including data and intellectual property) and contract rights that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Authority has an interest.
- (f) The Authority shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for items identified in paragraph (e) above that were delivered and accepted by the Authority and for the protection and preservation of property. Failure to agree shall be a dispute under the DISPUTES clause of this Contract. The Authority may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the Authority.
- (h) The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under this Contract.

15. DISPUTES

- (a) Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written notice of appeal addressed to the Authority Board of Directors. Such notice would indicate that an appeal is intended and should reference the decision and contract number. The decision of the Board

of Directors or its duly authorized representative for the determination of such appeals shall be final and conclusive unless in proceedings initiated by either party for review of such decision in a court of competent jurisdiction, the court determines the decision to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor, or the Authority, as the case may be, shall be afforded an opportunity to be heard and offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. The Armed Services Board of Contract Appeals is the authorized representative of the Board of Directors for final decisions on an appeal.

- (b) This DISPUTES clause does not preclude consideration of question of law in connection with decisions provided for in Section a. above. Nothing in the Contract, however, shall be construed as making final the decisions of the Board of Directors or its representative on a question of law.

16. EMPLOYMENT RESTRICTION WARRANTY

- (a) The Contractor warrants that it will not offer employment to any officer or employee of the Washington Metropolitan Area Transit Authority (Authority) who has been involved, directly or indirectly, in any matter of financial interest to the Contractor until at least one (1) year after the officer or employee has ceased involvement in or responsibility for the matter.
- (b) The Contractor further warrants that it will not employ any Authority officer or employee who has had direct responsibility for any matter of financial interest to the Contractor within the year prior to the retirement or termination of the officer or employee until at least one (1) full year after such officer or employee has left the employment of the Authority.
- (c) The one (1) year requirement described in this provision may be waived at the discretion of the Contracting Officer if the Authority employee or former employee has been subject to a Reduction in Force; in such case, the Contracting Officer will provide the Contractor with a letter to that effect.
- (d) If a waiver is granted, or if a former employee of the Authority is eventually hired, the Contractor shall be responsible for ensuring that the former employee is not directly involved in negotiating or otherwise dealing with Authority on any particular matter over which such employee had responsibility during his or her period of employment at Authority.
- (e) Should the Contractor fail to comply with paragraphs (a), (b) or (d) above, the Contracting Officer shall have the right to withhold payment under this Contract in an amount not to exceed 2% of the total Contract amount as liquidated damages to the Authority, such withholding to be in addition to any other withholding under this Contract. Further, the Contracting Officer shall consider such violation in evaluating the Contractor's responsibility in connection with award of any future Authority Contract.

17. EXTRAS (SUPPLIES)

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the prices therefore have been authorized in writing in advance by the Contracting Officer.

18. FEDERAL, STATE, AND LOCAL TAXES

- (a) Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State and Local taxes and duties.
- (b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this Contract, if a statute, court decision, written ruling or regulation takes effect after the Contract date, and:
 - (1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the Contract price shall be increased by the amount of such tax or duty or rate increase, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Contract price as a contingency reserve or otherwise; or
 - (2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Authority, as directed by the Contracting Officer. The Contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- (c) Paragraph (b) above shall not be applicable to social security taxes or to any other employment tax.
- (d) No adjustment of less than \$250 shall be made in the Contract price pursuant to paragraph (b) above.
- (e) As used in paragraph (b) above, the term "Contract date" means the date the contract was executed by the Authority. As to additional supplies or services procured by modification to this Contract, the term "Contract date" means the effective date of such modification.
- (f) Unless a reasonable basis to sustain an exemption does not exist, the Authority upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any relevant Federal, State or Local tax; provided that evidence appropriate to establish exemption from any Federal excise tax or duty which may give rise to either an increase or decrease in the Contract price, will be furnished only at the discretion of the Authority.
- (g) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the Contract price and shall take action with respect thereto as directed by the Contracting Officer.

19. GRATUITIES

- (a) In connection with performance of work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contractor, or any agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Authority; or to any Director, Officer, employee or agent of any of the Authority's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly forbidden. The terms of this GRATUITIES clause shall be strictly construed and enforced in the event of violations hereto.
- (b) Reported instances of the giving or offering to give gratuities within the context of this GRATUITIES clause will be investigated by the Board of Directors or its duly authorized representative. A preliminary investigation will be made to determine whether there is probable cause to suspect that a violation of this clause has been committed. If such probable cause is found to exist, the Board of Directors, or its duly authorized representative, shall formally notify the suspected donor corporation or individual in writing of the particulars of the event; and provide such donor the opportunity to be heard on the matter. The aims of the investigations and hearing shall be to ensure due process and to preserve the best interests and rights of all parties by the full and fair disclosure of all relevant and material information. Accordingly, the Board of Directors, or its duly authorized representative, shall require production of all pertinent documents and records, and sworn testimony from witnesses. During the pendency of any investigation or hearing treating with a violation of this GRATUITIES clause, the Board of Directors, or its duly authorized representative may exercise its power granted by the Washington Metropolitan Area Transit Authority Compact, Public Law 774, 80 Star. 1324, Article V, General Powers, Subparagraph (k), by issuing subpoenas to compel the attendance of necessary witnesses, and to compel production of papers, records, accounts, ledgers and documents. The subpoenas shall be enforceable by order of an appropriate United States District Court. If, after notice and hearing, or notice of the opportunity to be heard, the Board of Directors, or its duly authorized representative, finds that a violation of this GRATUITIES clause has been committed, the Authority shall have the right to:
- (1) Require that the individual(s) giving or offering the gratuity be removed from further participation on any Authority projects, (be terminated);
 - (2) Deny the Contractor any G & A (general and administrative) mark-ups for all changes and/or modifications found to be tainted by the giving of or offering to give gratuities;
 - (3) Preclude the Contractor from offering, receiving or participating as joint venturer, subcontractor or otherwise in any Authority project for a period of five (5) years;

- (4) Have complete access to all the Contractor's financial books, records and accounts for the purpose of performing a comprehensive audit of the entire project.
- (5) In the event of repeated violations of this GRATUITIES clause or of gross or extreme conduct indicative of a corrupt intent to gain special advantage, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract.
- (c) The existence of the facts upon which the Board of Directors, or its duly authorized representative, makes findings in connection with investigations and hearings in consonance herewith, shall be an issue and may be reviewed in any competent court.
- (d) In the event this Contract is terminated as provided in paragraph (b)(5) of this clause, the Authority shall be entitled:
 - (1) To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and
 - (2) As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in any amount (as determined by the Board or its duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.
- (e) The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

20. INSPECTION OF SERVICES

N/A

21. INSPECTION OF SUPPLIES

- (a) "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering supplies under this contract and shall tender to the Authority for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Authority during contract performance and for as long afterwards as the contract requires. The Authority may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

- (c) The Authority has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Authority shall perform inspections and tests in a manner that will not unduly delay the work. The Authority assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Authority performs inspection or test(s) on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. The Authority, except as otherwise provided in the contract, shall bear the expense of Authority inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Authority shall not be liable for any reduction in the value of inspection or test samples.
- (e) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test. The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- (f) The Authority has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Authority may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Authority may either: (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor; or (2) terminate the contract for default. Unless the Contractor replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i)
 - (1) If this contract provides for the performance of Authority quality assurance at source, and if requested by the Authority, the Contractor shall furnish advance notification of the time: (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and (ii) when the supplies will be ready for Authority inspection.
 - (2) The Authority's request shall specify the period and method of the advance notification and the Authority representative to whom it shall be furnished. Requests shall not require more than two (2) workdays of advance notification if the Authority representative is in residence in the Contractor's plant, nor more than seven (7) workdays in other instances.

- (j) The Authority shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Authority failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Authority, for nonconforming supplies.
- (k) Inspections and tests by the Authority does not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Authority, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor:
 - (1) At no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or
 - (2) Within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant.

If the Contractor fails to perform or act as required in paragraphs (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Authority shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Authority thereby.

22. LIMITATION ON WITHHOLDING PAYMENTS

If more than one (1) clause or schedule provision of this Contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one (1) time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time; provided, that this limitation shall not apply to:

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this Contract;
- (c) The recovery of overpayment; and

- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

23. NEW MATERIAL (SUPPLY)

Unless this Contract specifies otherwise, the Contractor represents that the 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 which are not new is in the Authority's best interest, the Contractor shall notify the Contracting Officer immediately in writing. The Contractor's notice shall include the reasons for the request, along with a proposal for any consideration to the Authority if the Contracting Officer authorize to the use of such supplies or components.

24. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (SUPPLY)

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Authority on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Authority, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Authority except where the Contractor has agreed to indemnify the Authority.
- (c) This clause shall be included in all subcontracts.

25. NOTICE TO THE AUTHORITY OF LABOR DISPUTES

- (a) Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.
- (b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

26. OFFICIALS NOT TO BENEFIT

- (a) No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

- (b) No member, officer or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- (c) Enforcement of this clause shall be consistent with 18 U.S.C. §431.

27. ORDER OF PRECEDENCE

Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order: (a) Contract Amendments/Modifications; (b) Solicitation Offer and Award Forms; (c) Representations and Certifications; (d) Price Proposal as Negotiated; (e) General Provisions; (f) WMATA Standard Specifications and Technical Specifications of the Contract, whether incorporated by reference or otherwise; (g) other documents, exhibits, and attachments; and (h) drawings, if any. In the event of a conflict within, between or among all the above listed order of precedent, the more stringent requirement shall apply.

28. ORGANIZATIONAL CONFLICT OF INTEREST

- (a) An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or subcontract may, without some restriction on future activities (1) result in an unfair competitive advantage to the contractor or subcontractor; or (2) impair the contractor's objectivity in performing the contracted work. Most typically this would arise when a contractor prepares a design or specification for work that is to be procured competitively. It may also arise when a contractor or one of its affiliates would have an economic interest in the outcome of a contract or project. Conflicts of interest may be either real or apparent.
- (b) In the event that an Offeror believes that it or any of its potential subcontractors may have an organizational conflict of interest, it shall notify the Contracting Officer, in writing, within five (5) work days after it becomes aware of the potential or actual organizational conflict of interest. The written notification shall identify the nature and circumstances of the perceived conflict and propose appropriate measures to eliminate or mitigate the situation. The Contracting Officer will review the circumstances and the proposed mitigation and notify the Offeror accordingly, determining that: (1) no mitigation is required; (2) the conflict cannot be mitigated; or (3) the conflict can be mitigated and accepts the proposed measures, or recommends additional measures.
- (c) The failure of an Offeror to identify such perceived conflicts may result in: (1) the Offeror being disqualified from the competition; or (2) any contract award being rescinded or terminated for default.
- (d) Should a successful Offeror identify or become aware of a conflict after award, including any extension of the contract, which it could not reasonably have anticipated prior to award, it shall notify the Contracting Officer in accordance with paragraph (b) above, or request an exception to the restriction with supporting rationale. The Contracting Officer shall consider the Contractor's proposed measures to mitigate or eliminate the conflict, or the request for an exception.
 - (1) If the proposed measures are not determined feasible nor acceptable to the Contracting Officer, the Contracting Officer may terminate the contract in

accordance with the TERMINATION FOR CONVENIENCE OF THE AUTHORITY provisions of the contract; or

- (2) If the request for an exception is not granted by the Contracting Officer, and the contract is not terminated for convenience, the Contractor shall be notified in writing and be given ten (10) days from the date of the written notification to take all necessary action to comply with the requirements of this clause.
 - (3) If the proposed measures are determined acceptable to the Contracting Officer, the Contracting Officer may grant a specific exception to this restriction, when in the Contracting Officer's judgment, the exception will not create a conflict between the Contractor's duties and obligations under this contract and the duties and obligations imposed on the Contractor under the contractual or other relationship for which an exception is requested.
- (e) If the Contractor fails to comply with the terms of this clause, the Contracting Officer, may withhold payments due under the contract until such time as the Contractor is in compliance or, should the non-compliance remain uncorrected at the expiration of ten (10) days from written notice from the Contracting Officer as provided in §(d)(2) of this clause, terminate the contract for default pursuant to the Default clause of this contract.
- (f) The Contractor, in performing this Contract, shall avoid any conduct which might result in or give the appearance of creating for Directors, Officers, or employees of the Authority in their relationship with the Contractor, any conflicts of interest or favoritism and/or the appearance thereof and shall avoid any conduct which might result in a Director, Officer, or employee failing to adhere to the Standards of Conduct adopted by the Authority's Board of Directors.
- (g) Any determination by the Contracting Officer under this clause shall be final and shall be considered a question of fact within the meaning of the Disputes clause of this Contract.

29. PATENT INDEMNITY

The Contractor shall indemnify the Authority and its officers, agents and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property ("hereinafter referred to as "construction work") under this Contract. This indemnity shall not apply unless the Contractor is informed as soon as practicable by the Authority of the suite or action alleging such infringement, and is given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

- (1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner or performance of the Contract not normally used by the Contractor;

- (2) An infringement resulting from addition to, or change in, such supplies or components furnished or construction work performed that was made subsequent to delivery or performance by the Contractor; or
- (3) A claimed infringement which is unreasonably settled without the consent of the Contractor, unless required by final decree of court of competent jurisdiction.

30. PAYMENTS

The Authority shall pay the Contractor, normally within 30 days of receipt of a properly prepared invoice or voucher, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

31. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS

- (a) This clause shall become operative only with respect to any modification of this Contract which involves aggregate increases and/or decreases in costs plus applicable profits in excess of \$100,000 unless the modification is priced on the basis of adequate competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause is limited to defects in data relating to such modification.
- (b) If any price, including profit, or fee, negotiated in connection with any modification for price adjustment under this Contract, was increased by any significant amount because of (b)(1) or (3) of this clause, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.
 - (1) The Contractor or a subcontractor furnished cost or pricing data that were which was not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any reduction in the Contract price due to defective subcontract data of a prospective subcontractor, when the subcontract was not subsequently awarded to such subcontractor, shall be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor, provided that the actual subcontract price was not affected by defective cost or pricing data.
- (c) If the Contractor includes a clause an article similar to this clause in any subcontract, such subcontract clause shall be solely between the Contractor and the subcontractor and not binding on the Authority.

32. PRICING OF ADJUSTMENTS

- (a) When costs are a factor in any determination of a Contract price adjustment pursuant to the CHANGES AND CHANGED CONDITIONS clause or any other provision of this Contract, such costs shall be in accordance with the Subpart 31.1 of the Federal Acquisition Regulations (48 CFR 31.1).
- (b) Notwithstanding any interpretation of the aforementioned contract cost principles and procedures to the contrary, the Authority will not be liable for interest, however represented, on or as a part of any claim, request, proposal or adjustment, including equitable adjustments, whether said claim, request, proposal or adjustment, including equitable adjustments, arises under the Contract or otherwise.
- (c) Where general and administrative expense is recoverable as part of any pricing adjustment under this contract, the adjustment shall be based on the relationship between the Contractors' total general and administrative expenses allowable under FAR cost principles for all construction-type operations, during the fiscal or calendar year covering the actual performance period of the work included in this pricing adjustment, and the Contractor's total cost input (excluding General and Administrative costs) for construction-type operations during the same period, expressed as a percentage, applied to the direct and overhead contract costs included in the pricing adjustment.

33. RESPONSIBILITY FOR INSPECTION

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the Contract conform to the Drawings, Specifications and Contract requirements.

34. RETENTION OF DOCUMENTS

Except where this Contract specifically requires otherwise, the Contractor shall retain for a period of three (3) years from final payment, all research and supporting documentation, work papers and other documents, whether written or electronic, used in the performance of services for this Contract.

35. RIGHTS IN TECHNICAL DATA

- (a) The Authority shall have the right to use, duplicate, or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - (1) Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
 - (2) Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data; e.g., specification

control drawings, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);

- (3) Other technical data which has been, or is normally furnished without restriction by the Contractor or subcontractor; or
 - (4) Other specifically described technical data which the parties have agreed will be furnished without restriction.
- (b) The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph (a) in whole or in part, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be
- (1) Released or disclosed in whole or in part outside the Authority;
 - (2) Used in whole or in part by the Authority for manufacture; or
 - (3) Used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; provided, that the release or disclosure thereof outside the Authority shall be made subject to a prohibition against further use, release or disclosure.
- (c) Technical data provided in accordance with the provisions of paragraph (b) shall be identified by a legend which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
- (d) The term technical data as used in this clause means technical writing, computer software, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analyses, and other information incidental to Contract administration. Computer software as used in this clause means computer programs, computer data bases, and documentation thereof.
- (e) Material covered by copyright:
- (1) The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data now or hereafter covered by copyright.
 - (2) No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the Authority to use such copyrighted matter in the manner above described.

- (3) The Contractor shall report to the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.
- (f) Relation to patents: Nothing contained in this clause shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
- (g) Any dispute under this clause article shall be subject to the Disputes clause of this contract.
- (h) Notwithstanding any other payment provision in this contract, the Contracting Officer may retain from payment up to 10 percent of the contract price until final delivery and acceptance of the technical data defined in this clause and as required to be furnished by the contract specification.

36. ROYALTY INFORMATION

- (a) When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be furnished with the offer, proposal, or quotation on each separate item of royalty or license fee:
 - (1) Name and address of licensor;
 - (2) Date of license agreement;
 - (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable;
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
 - (5) Percentage or dollar rate of royalty per unit;
 - (6) Unit price or Contract item;
 - (7) Number of units; and
 - (8) Total dollar amount of royalties.
- (b) In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

37. SEAT BELT USE POLICY

The contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this contract.

38. SENSITIVE SECURITY INFORMATION

The contractor must protect, and take measures to assure that its subcontractors at each tier protect, "sensitive information" made available during the course of administering an Authority contract or subcontract in accordance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

39. STOP WORK ORDER

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a STOP WORK ORDER issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by such order as provided in the DEFAULT or TERMINATION FOR CONVENIENCE OF THE AUTHORITY clauses of this Contract.
- (b) If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract modified in writing accordingly, if:
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts a claim for such adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim submitted at any time before final payment under this Contract.
- (c) If a stop work order is not cancelled and the work covered by the order is terminated for the convenience of the Authority, the Contracting Officer shall allow reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.
- (d) If a stop work order is not cancelled and the work covering by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

40. SUBCONTRACTOR COST AND PRICING DATA-PRICE ADJUSTMENTS

- (a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this

Contract which involves a price adjustment in excess of \$100,000. The requirements of this clause shall be limited to such price adjustments.

- (b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:
 - (1) Prior to award of any cost-reimbursement type, incentive, or price re-determinable subcontract;
 - (2) Prior to the award of any subcontract the price of which is expected to exceed \$100,000; and
 - (3) Prior to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed \$100,000; except in the case of (b)(2) or (3) where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.
- (c) The Contractor shall require subcontractors to certify that to the best of their knowledge and belief, the cost and pricing data submitted under paragraph (b) of this clause, is accurate, complete, and current as of the date of execution, which date shall be as close as possible to the date of agreement on the negotiated price of the Contract modification.
- (d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract which exceeds \$100,000.

41. SUBCONTRACTOR PAYMENTS

- (a) The Contractor shall, under this contract, establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each subcontractor for satisfactory performance of its contract, or any billable portion thereof, no later than ten (10) days from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor. The Contractor shall also release, within ten (10) days of satisfactory completion of all work required by the subcontractor, any retention withheld from the subcontractor.
- (b) The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors in accordance with paragraph (a) above for previous payments by the Authority to the Contractor. The Contractor shall notify the Contracting Officer or other delegated Authority representative with each payment request, of any situation in which scheduled subcontractor payments have not been made.
- (c) If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and, if deemed appropriate by the Authority, to consent to remedial measures to ensure subcontractor payment that is due.
- (d) The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who want to determine the status of Authority payments to the Contractor.

- (c) Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

42. TERMINATION FOR CONVENIENCE OF THE AUTHORITY

- (a) The Authority may terminate performance of work under this Contract in whole, or from time to time, in part, if the Contracting Officer determines that a termination is in the Authority's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delays in determining or adjusting any amounts due under the clause:
 - (1) Stop work as specified in the Notice of Termination;
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract;
 - (3) Terminate all subcontracts to the extent that they relate to the work terminated;
 - (4) Assign to the Authority, as directed by the Contracting Officer, all right(s), title, and interest of the Contractor under the subcontracts terminated, in which case the Authority shall have the right to settle or pay any termination settlement proposal arising out of those terminations;
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for all the purposes of this clause;
 - (6) As directed by the Contracting Officer, transfer title and deliver to the Authority:
 - (i) The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to the Authority.
 - (7) Complete performance of the work not terminated;
 - (8) Take any action that may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest;

- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; provided, however, that the Contractor (a) is not required to extend credit to any purchaser and (b) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce payments to be made by the Authority under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules not later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within the 120-day period.
- (d) After expiration of the plant clearance period (as defined in Subpart 49.001 of the Federal Acquisition Regulation), the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Authority to remove those items or enter into an agreement for their storage. Within 15 days thereafter, the Authority will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted upon after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract of price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause does not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

- (1) The contract price for completed supplies or services accepted by the Authority (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
- (2) The total of:
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to items compensated or to be paid for under paragraph (g)(1) of this clause;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not excluded in subsection (g)(2)(i) of this clause; and
 - (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer pursuant to Section 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Contracting Officer shall allow no profit under this subsection (g)(2)(iii) and reduce the settlement to reflect the indicated rate of loss.
- (3) The reasonable costs of settlement of the work terminated, including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the DISPUTES clause, from any determination made by the Contracting Officer under paragraph (e) or (g) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) respectively, and failed to request a time extension, there is no right of appeal.

- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted:
- (1) All un-liquidated advances or other payments to the Contractor under the terminated portion of the Contract;
 - (2) Any claim which the Authority has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things procured by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Authority.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the Contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m) (1) The Authority may, under such terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Authority upon demand, together with interest computed at the rate established by the Secretary of Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of circumstances.
- (n) Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three (3) years after final settlement. This includes all books and other evidence bearing on the costs and expenses of the Contractor under this Contract. The Contractor shall make these records and documents available to the Authority, its governing jurisdictions and any other federal, state, or local entities providing funding for this Contract, and to the Comptroller General of the United States, or the agents or representatives of any of them, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproduction may be maintained instead of original records and documents. This requirement shall be passed through to all subcontractors whose compensation is included in the termination settlement.

43. TITLE

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 formal acceptance, regardless of when or where the Authority takes physical possession. The risk of loss remains with the Contractor until the transfer of title.

44. VARIATION IN QUANTITY (SUPPLIES)

No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.

45. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this Contract is for the manufacture or furnishing of materials, supplies, or equipment in an amount which exceeds or may exceed \$10,000 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may be hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped worker may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

PART II, SECTION 2 - SPECIAL PROVISIONS

PART II, SECTION 2 - SPECIAL PROVISIONS

1. PERIOD OF PERFORMANCE

- a. The period of performance is 1 Base Year with 4 One Year Option Periods.
- b. If applicable, all required safety, insurance, bonds and pre-employment background checks must be complete before commencing work on site.

2. DELIVERY SCHEDULE

N/A

3. OPTIONS/OPTION QUANTITIES

- a. The Authority has the unilateral right to extend the contract by exercising the option or options (as applicable) subject to all terms and conditions herein.
- b. The Authority may exercise the option(s) (if any) by written notice to the Contractor prior to commencement of the option period; provided, that the Authority shall give the contractor a preliminary notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Authority to an extension.

4. 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 30, 2015. 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.

5. PRICING

Prices on the Contract Pricing Sheets submitted must include all associated costs, including but not limited to, freight, travel, markups, overhead, and profit.

6. PAYMENT TERMS

- a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror.
- b. Partial payments are authorized upon receipt of supplies or services, acceptance by the COTR, and a properly executed invoice.

7. BILLING AND PAYMENT

- a. Payment will be made after receipt of a properly completed invoice. Mail original and one copy of all invoices to Office of Accounting, WMATA, 6th Floor, 600 Fifth Street, NW, Washington DC 20001. Also mail one copy of each invoice to the Contracting Officer's Technical Representative (COTR).
- b. Invoices shall contain the following information: date, contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Final invoices must clearly be marked "FINAL" and cite the amount of the contract, amount previously paid, and the balance due.

8. POINT OF CONTACT

All inquiries are to be directed to:

Washington Metropolitan Area Transit Authority
Attn: R.Kelly
E-Mail: RKelly@wmata.com

9. F.O.B. DESTINATION

- a. The term "f.o.b. destination," as used in this clause, means:
 - 1. Free of expense to WMATA on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - 2. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. WMATA shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of WMATA acting in its contractual capacity. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee.
- b. The Contractor shall:
 - 1. Pack and mark the shipment to comply with contract specification;
 - 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 point of delivery specified in the contract;

5. Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
6. Furnish a delivery schedule and designate the mode of delivering carrier; and
7. Pay and bear all charges to the specified point of delivery.

10. CONTRACTOR PERSONNEL

- a. The Contractor shall replace employees who the Authority judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the program. The reason for replacement will be discussed between the Contractor and the Authority before a replacement request is issued. Upon receipt of a written request from the Authority, the Contractor shall proceed with the replacement unless the Contractor is able to demonstrate that the Authority's request is unreasonable. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall effect the replacement in a manner that does not impact quality, cost or schedule.
- b. Contractor personnel required to work on WMATA property must obtain a WMATA vendors badge and successfully complete the mandatory safety training which must be renewed yearly. To obtain a vendors badge a signed waiver to perform a background check will be required.

**11. PRE-EMPLOYMENT CRIMINAL BACKGROUND CHECK REQUIREMENT
NOT USED**

12. MOST FAVORED CUSTOMER

The Contractor shall voluntarily provide the Authority with the benefits of any more favorable terms it has, or negotiates, with any organization or facility whose circumstances and operations are substantially the same as those of the Authority.

13. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and extent of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing work without additional expense to the Authority. The Authority assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Contract.

14. WARRANTY

- a. Any failure of the work in compliance with the procedures that does not conform to the part order, and or defects of material for a period of one (1) year shall be repaired or replaced by the Contractor at his expense.
- b. Damage to equipment or the contents thereof in fulfilling this contract and warranty shall be the responsibility of the Contractor. The Contractor shall be liable for any

and all damages, including consequential damages, arising from a breach of this warranty. No other provision of this contract shall be construed to limit the Contractor's liability for a breach of this warranty.

15. INDEMNITY

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

16. GENERAL INSURANCE REQUIREMENTS

Article 1. General Insurance Requirements

Contractor shall procure, at its sole cost and expense the insurance outlined in this Section as follows:

- 1) Contractor is required to maintain the insurance coverage(s) outlined in this Section for a period of time commencing the sooner of the execution of this contract, or the

start of Work, without interruption. The coverages shall be maintained in force and effect for 3 years after final completion and acceptance of the Work, with the exception of Professional Liability. Professional Liability insurance requirements are outlined in Article 6.

- 2) The insurance coverage and limits of insurance outlined in this Section are minimum coverage and limits. Contractor is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and or limits of insurance that Contractor deems prudent and necessary to manage risk in the completion of this contract.
- 3) Upon written request from WMATA, contractor shall provide copies of any and all policy(s), including all endorsement(s), within 5 business days of such request.
- 4) Insurance Policies must be written on admitted paper, (unless otherwise indicated herein) with an insurance company acceptable to WMATA.
- 5) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 6) Any insurance policy utilizing a Self-Insured Retention (SIR) requires approval from WMATA.
- 7) Contractor is required to incorporate these minimum Insurance Requirements into contract requirements of all Sub-Contractors of every tier.
- 8) Please contact us if specialized contractor's equipment such as cranes, manlifts etc. are required in the delivery.

Article 2. Workers' Compensation and Employer's Liability

Required Minimum Limits of Coverage:

Workers' Compensation	Statutory	
Employers' Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Required Minimum Coverage(s):

- 1) Workers' Compensation Statutory Coverage must be provided on an "All States" basis.
- 2) Contractor and Sub-Contractors of any tier performing work within 500 feet of navigable water must have their Workers' Compensation Policy endorsed to provide coverage for both Jones Act Liability and Longshore and Harbor Workers' Compensation Act Liability.

Article 3. Commercial General Liability

Required Minimum Limits of Coverage:

\$2,000,000	Each Occurrence Limit
\$2,000,000	General Aggregate Limit
\$2,000,000	Products and Completed Operations Limit

Required Minimum Coverage(s):

- 1) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and umbrella excess liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Article 9 of this Section. Commercial General Liability and Umbrella Excess Liability forms must provide defense coverage for additional insureds.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" Article 10 of this Section.
- 5) The definition of "Insured Contract" shall be modified to provide coverage for contractual liability for contracts for construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements.
- 6) Defense Costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all primary and Umbrella Excess Policies.
- 7) Policy shall be endorsed with ISO endorsement CG 25 03 03 97; "Designated Construction Project(s) General Aggregate Limit", and designate "Any and all construction projects" as the designated Construction project.
- 8) Policy shall be endorsed with ISO endorsement CG 25 04 03 97; "Designated Location General Aggregate Limit", and designate "Any and all locations" as the designated location.
- 9) The Additional Insured Endorsement shall include Products and Completed Operations Coverage with no limitation on when claims can be made.

Article 4. Business Auto Liability

Required Minimum Limits of Coverage:

\$2,000,000	Combined Single Limit
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Required Minimum Coverage(s):

- 1) Business Auto Liability shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Article 9 of this Section.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" Article 10 of this Section.
- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a Primary Business Auto Liability policy and an

Umbrella Excess Liability policy provided that the Umbrella Excess Liability policy complies with items 1 through 3 above.

Article 5. Contractor's Pollution Liability Insurance (applies if hazardous substances are being purchased)

If Contractor is providing hazardous products that could have an adverse impact on the environment, Contractor is required to maintain Contractor's Pollution Liability Coverage as follows:

- 1) Minimum Policy Limits of \$2,000,000, each claim.
- 2) Coverage can be written on an "Occurrence" or "Claims Made" Basis.
- 3) Coverage can be written on 'Non-Admitted" paper.
- 4) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Article of this Section 9.
- 5) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" Article of this Section 10.

Article 6. Additional Insured(s)

Contractor is required to add WMATA, its independent contractors, and the WMATA Board of Directors as additional insured(s) on all insurance policies purchased by Contractor with the exceptions of Workers' Compensation.

- 1) Coverage provided to any Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured.
- 2) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 3) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction where the contract scope of work takes place.

Article 7. Waiver of Subrogation

Contractor is required to have all insurance policies purchased by Contractor endorsed to waive the insurance company's rights of recovery against WMATA, its independent contractors and the WMATA Board of Directors.

Article 8. Certificate of Insurance (COI)

Contractor shall provide WMATA an ACORD Certificate of Insurance (COI) as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be emailed to COI@WMATA.COM.

The cert holder box should read:

Washington Metropolitan Area Transit Authority
Office of Insurance, Room 8F
600 Fifth Street, NW

Washington, DC 20001

Additionally;

- 1) Satisfactory COI delineating all required insurance coverage requirements under this Section shall be delivered before the execution of this Contract by WMATA.
- 2) COI shall state the PO# and the name of your WMATA Procurement contact.
- 3) Failure to provide satisfactory evidence of all required insurance may result in Contractor being denied access to work locations.
- 4) Proposed material modifications to insurance required under this Section must be received by WMATA at least 30 days prior to the effective date of the proposed modifications to such insurance.
- 5) The ACORD COI shall specifically delineate the following:
 - a. WMATA as an Additional Insured under the policies delineated in this Section.
 - b. That each additional insured(s) as required under this Section is an additional insured on a primary and non-contributory basis.
 - c. That coverage providing a waiver of subrogation to each Additional Insured is compliant with the Waiver of Subrogation article of this Section.
 - d. That the issuing insurance company will email written notice of cancellation of any of the required insurance policies to WMATA within 30 days of Cancellation. Use of "will endeavor to" as respects this requirement is not acceptable and must be deleted. Such notice shall be sent to: COI@wmata.com.

17. BOND REQUIREMENTS

N/A

18. PROPOSAL SECURITY

N/A

19. LAWS AND REGULATIONS

Each Offeror shall be responsible to fully inform themselves of the requirements for and to comply with any applicable State of Maryland, Commonwealth of Virginia, District of Columbia, Federal and jurisdictional laws and regulations governing the service to be provided under the contract. Further, each contractor shall be responsible to obtain, at its own cost and expense, any and all licenses/permits required to transact business in any political jurisdictions to be serviced.

20. FEDERAL/LOCAL/STATE SALES TAX

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

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

- b. It has been the practice of the District of Columbia to apply the Authority’s tax exempt status to certain purchases of materials required under Authority construction contracts and acquired by Contractor for physical incorporation into the project work. This has not been the practice in either Maryland or Virginia. The Authority does not represent or warrant that the District of Columbia practice applies to this project or, if it does, that it will continue in effect during the term of this project. It is the responsibility of the Contractor to determine its liability for any and all taxes applicable to this project. Assessment or payment of taxes by the Contractor, including taxes resulting from changes in existing laws or the application thereof or of new or additional taxes, shall not constitute the basis for an increase in the Contract price, except as otherwise allowed under Section 00779, FEDERAL, STATE AND LOCAL TAX.
- c. By submission of its proposal, the proposer certifies that none of the taxes as to which the Authority is exempt are included in its proposal price(s) or the final Contract Price. In the event that the Authority learns that any taxes to which the Authority is exempt are included in the final Contract Price, the Authority shall be entitled to a reduction in the Contract Price reflecting such amount and a refund of monies paid related to such taxes, plus applicable interest.

21. CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

- a. The work will be conducted under the general direction of the Contracting Officer. 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. Submit a copy of each item of incoming correspondence and a copy of any enclosures shall also be submitted to the Contract Administrator;
 - (2) Approve in writing the contractor’s progress schedule and submittals when required;
 - (3) Inspect the work for compliance with the contract;
 - (4) Review and approve invoices and payment estimates. Forward invoices and receipts to accounting. Bring to the attention of the Contracting Officer any significant discrepancies in, or disputes concerning, contractor invoices of payments. In those cases requiring release of final retained percentages of payment, the COTR will make his recommendations in writing to the Contracting Officer;

- (5) Coordinate correspondence with the Contract Administrator if its importance significantly impacts the contractual terms and obligations;
 - (6) Evaluate the contractor's technical letters and proposals for the Contracting Officer;
 - (7) Advise the Contracting Officer of potential problems that may affect contract performance;
 - (8) Advise the Contracting Officer whenever the COTR has reason to believe that the contractual not-to-exceed amount will be exceeded;
 - (9) Prepare the Authority estimate for Proposed Contract Modifications. Participate in negotiations of modifications;
 - (10) Approve, in writing, the contractor's progress schedule when required.
 - (11) Receive from the contractor, monthly, if applicable, DBE status reports and forward them to the Office of Procurement and Materials, DBE Branch;
 - (12) Receive from the contractor the 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;
 - (13) Maintain a comprehensive file record of documents and correspondence concerning contract activities and actions;
 - (14) 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 the contract is ready for closeout. Return the file, containing all records, correspondence, etc., to the Contract Administrator;
 - (15) Execute Standard Form 1420, which contains a detailed performance evaluation of the contractor. Note that if, there is one or more categories in which the contractor is deemed unsatisfactory, these evaluations must be provided to the contractor for comment; and
 - (16) Provide the Contract Administrator with a written request (and requisition) to exercise option(s) (if any) a minimum of 90 days prior to the time established in the contract for exercise of the option.
- b. There are certain actions which are reserved for only the Contracting Officer. They are:
- (1) Approval of contract modification proposals and/or other unilateral actions.
 - (2) Issuance of written orders to stop and/or resume work under Article 10, "Stop Work Orders", of the General Provisions.

- (3) Negotiation with the Contractor for adjustment of contract price and/or time.
 - (4) The COTR is not authorized to render final decision under the DISPUTES article of the General Provisions.
 - (5) The COTR is not authorized to issue Termination Notices pursuant to the terms of this contract.
- c. The presence or absence of the COTR or his inspectors shall not relieve the Contractor from any requirements of the contract.

22. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

- a. The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous material 5 days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which involve exposure to hazardous materials or items containing these materials.
- b. "Hazardous material," as used in this clause, is as defined in Federal Standard No. 313B, in effect on the date of this contract.
- c. Neither the requirements of this clause nor any act or failure to act by the Authority shall relieve the Contractor of any responsibility or liability for the safety of Authority, Contractor, or subcontractor personnel or property.
- d. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- e. The Authority's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous material (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for the Authority for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (e)(1) above, in precedence over any other clause of this contract providing for rights in data.
 - (3) That the Authority is not precluded from using similar or identical data acquired from other sources.
 - (4) That the data shall not be duplicated, disclosed, or released outside the Authority, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies -

"This is furnished under Authority Contract No. _____ and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of _____. This legend shall be marked on any reproduction of this data."

(End of legend)

- (5) That the Contractor shall not place the legend or any other restrictive legend on any data which (i) the Contractor or any subcontractor previously delivered to the Authority without limitations or (ii) should be delivered without limitations under the conditions specified in the clause Rights in Technical Data.

- f. The Contractor shall insert this clause, including this paragraph with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

23. BUY BACK

N/A

24. BUY AGAINST

- a. If the Contractor fails to perform in accordance with this Contract, the Contracting Officer may obtain such goods or any part thereof from other sources with or without public letting, as s/he may deem advisable, and, with no obligation to the Authority to mitigate damages. If the price paid in obtaining the goods from other sources is greater than this Contract price, the difference, plus the reletting cost and the liquidated damages, if any, will be charged against the Contractor. If such price is less, the Contractor shall have no claim to the difference, but the reletting cost and the liquidated damages will become charges against the Contractor.
- b. The reletting cost is hereby determined to be two-hundred and fifty (\$250) dollars.

25. INSPECTION, TESTING AND ACCEPTANCE

- a. The Authority shall complete its acceptance and testing of all inventory items when applicable and issue to the Contractor a written acceptance or rejection within ten (10) calendar days from the date of each installation. The Authority may issue such acceptance or rejection via email or facsimile.
- b. **CORRECTION OF DEFICIENCY:** In the event that the Authority notifies the Contractor that the installation is, in whole or in part, rejected, the Contractor shall correct all deficiencies within fifteen (15) calendar days from the date of notification. Within ten (10) calendar days following completion of all corrections to the installation, the Authority shall issue a written acceptance or rejection to the Contractor.

26. FIRST ARTICLE

- a. If required by the technical specifications, the Contractor shall deliver one (1) unit to the Authority for first article (pre-production sample) tests. The shipping

documentation shall contain this contract number and the Lot/Item identification. The Characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

- b. Within 10 days after the Authority receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite the reasons for the disapproval.
- c. If the first article is disapproved, the Contractor, upon Authority request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following a disapproval. The Contractor shall furnish any additional first article to the Authority under the terms and conditions and within the time specified by the Authority. The Authority shall act on this first article within the time limit specified in paragraph (b) above. The Authority reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Authority related to these tests.
- d. If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Defaults clause of this contract.
- e. Unless otherwise provided in the contract, the Contractor—
 - (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
 - (2) Shall remove and dispose of any first article from the Authority test facility at the Contractor's expense.
- f. If the Authority does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- g. The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- h. Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Authority.

- i. The COTR will inspect the first article (pre-production sample) against the specification and shop drawings as well as test its fit in the field. A written report will be forwarded to the contractor in accordance with (b) above.

27. ORGANIZATIONAL CONFLICT OF INTEREST

Unless specifically exempted from the conditions of this provision by the Contracting Officer, any Authority contractor, subcontractor, subsidiary, or other entity which is legally related and which develops or drafts specifications, requirements, statements of work, request for proposals, will be excluded from competing for the directly ensuing procurement.

28. RIGHTS IN TECHNICAL DATA - UNLIMITED

[This article, when used, supersedes General Provision Article No. 35, "Rights in Technical Data"].

- a. The Authority or any third party designated by the Authority to assist it in the administration of this contract or the inspection or verification of the product produced under this contract, shall have the right to use, duplicate or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - (1) Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
 - (2) Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data; e.g., specification control drawings, catalog sheets, outline drawing; except for the computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - (3) Other technical data which has been, or is normally furnished without restriction by the Contractor or subcontractor;
 - (4) Other specifically described technical data which the parties have agreed will be furnished without restriction;
 - (5) All computer software regardless of whether it is technical data as defined in this Article 28, including the source code, algorithm, process, formulae, and flow charts, which is developed or materially modified by the Contractor for the Authority or for which the Authority is required by federal law or regulation to provide a royalty-free, irrevocable and nonexclusive license to the federal government.
- b. The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph a. in whole or in part, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be
 - (1) Released or disclosed in whole or in part outside the Authority,

- (2) Used in whole or in part by the Authority for manufacture, or
 - (3) Used by a party other than the Authority except for: (i) emergency repair or overhaul, (ii) where the item or process concerned is not otherwise reasonably available to the Authority to enable timely performance of the work, or (iii) administration of this contract or the inspection or verification of the product produced under this contract where the third party has a written contract with the Authority to perform these efforts. In all cases described in this subsection, the release or disclosure outside of the Authority shall be subject to a written prohibition against further use, release or disclosure by the party receiving the technical data.
- c. Technical data provided in accordance with the provisions of paragraph b. shall be identified by a legend which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
- d. Where any item is purchased as a separate line item in the contract, that purchase includes all integral parts of that item, including any computer software, source codes, algorithms, processes, formulae, and flow charts. As such, the Authority has full rights to use, duplicate or disclose any or all parts of the item, including computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. Should disclosure of the computer software be required only under this paragraph, then the Contracting Officer may waive the provisions of this paragraph if he certifies in writing that the item is commercially available from multiple sources and the product from any of those sources will be fully compatible with existing Authority property.
- e. The term technical data as used in this article means technical writing, computer software, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analyses, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer data bases, and documentation thereof.
- f. Material covered by copyright:
 - (1) The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all (i) technical data and (ii) computer software covered by Article 28.a.(5) now or hereafter covered by copyright.
 - (2) No such copyrighted matter shall be included in (i) technical data or (ii) computer software covered by Article 28.a.(5) furnished hereunder without the written permission of the copyright owner for the Authority to use such copyrighted matter in the manner above described.
 - (3) The Contractor shall report to the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright

infringement received by the Contractor with respect to any (i) technical data or (ii) computer software covered by Article 28.a.(5) provided to the Authority.

- g. Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
- h. Any dispute under this article shall be subject to the Disputes article of this contract.
- i. Notwithstanding any other payment provision in this contract, the Contracting Officer may retain from payment up to 10 percent of the contract price until final delivery and acceptance of the technical data defined in this article and as required to be furnished by the contract specification.

29. LIQUIDATED DAMAGES

Not Applicable

30. FORCE MAJEURE CLAUSE

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage under the following circumstances:

- a. If the delay in performing this work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers.
- b. The rights and remedies of the Authority provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

31. SITE VISIT/INSPECTION

N/A

32. GARNISHMENT OF PAYMENTS

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

33. GOVERNING LAW

This contract shall be deemed to be an agreement under and shall be governed by the law of the District of Columbia, exclusive of its conflict of law principles, and the common law of the U.S. Federal contracts including precedents of the Federal Boards of Contract Appeals.

34. 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 in which the work is being performed, as well as the METRO Construction Safety Methods Manual (1984 et. seq.) issued by the Authority, and the Department of Labor OSHA standards pertaining to the safe performance of the work. In the absence of a specific Construction Industry Standard, the Contractor would be 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 Methods Manual, or the Metrorail Safety Rules and Procedures Handbook. For contracts in which work is performed on, or interfaces with the Metrorail System, the Contractor shall also comply with the publication titled Metrorail Safety Rules and Procedures Handbook. Further, the Contractor shall ensure that all methods of performing the work do not involve danger to the personnel employed thereon, the public and private property, whether or not these methods are cited or indicated in the Contract documents. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the Authority Representative.
- b. The contractor shall employ and assign full time to the work a Safety Superintendent. The Safety Superintendent shall have specialized training and experience in construction safety supervision and have a working knowledge of all OSHA regulations. He shall have the ability to develop and conduct safety training courses. He shall be familiar with industrial hygiene equipment and testing as required for the protection of all employees. The Safety Superintendent shall be employed exclusively for the purpose of supervising the safety of persons on or about the work and the property affected thereby. The Safety Superintendent shall also be responsible for providing first aid at the site and must have a current Red Cross First Aid Certificate. If, at any time, the work site is without the services of an approved Safety Superintendent for a period of 15 calendar days or more, the work may be closed down at the discretion of the Contracting Officer. The Safety Superintendent must be acceptable to the Contracting Officer and his performance will be reviewed by the Contracting Officer on a continuing basis. If the Safety Superintendent's effectiveness is below standard, the Contractor shall provide immediate replacement at the Contracting Officer's direction. Once employed, the Safety Superintendent shall not be changed without permission of the Contracting Officer.
- 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, OAPs, SOPs and General and Special Orders while on the operational railroad and all Start-Up Rules and Manager's Notices when in a declared start-up area.

35. LIVING WAGE

N/A

36. METRIC SYSTEM

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

37. REQUIREMENTS

- a. This is a requirements Contract for the supplies or services specified, and effective for the period stated, in the schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Authority's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Authority all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering Clause. The Authority may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Except as this contract otherwise provides, the Authority shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by WMATA or activities specified in the Schedule.
- d. The Authority is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- e. If the Authority urgently requires delivery of any quantity of an item before the earliest date that delivery may be 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. In the event that the Contractor cannot provide the required goods or services within the required time frames as agreed upon in the contract, the Authority reserves the unilateral right to procure the goods or services from any other source it deems capable of providing the goods or services.
- f. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the dates determined for contract completion per articles for notice to proceed and as may be changed by contract modification.

- g. If the contract provides for base order quantities, these quantities are ordered with the contract award at the stated delivery schedule without any other written order. If the contract provides for base option quantities, these base option quantities shall be ordered with the exercise of the option at the stated delivery schedule without any other written order.

38. ORDERING

- a. Any supplies and services to be furnished under this contract shall be ordered by issuance of Purchase Orders from the duly authorized Contracting Officer, Ordering Officer, AR, or COTR designated in the award document or subsequent letters. Such orders may be by written telecommunication issued anytime during the life of this contract.
- 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. Orders may be issued orally or electronically. Oral orders will be followed up by a written communication.
- d. Orders will include the following information:
 - (1) Date of the order;
 - (2) Contract number and an order number;
 - (3) Item number, description, quantity, and unit price;
 - (4) Delivery or performance date;
 - (5) Place of delivery or performance;
 - (6) Packaging, packing, and shipping instructions (if any);
 - (7) Accounting and appropriations data; and
 - (8) Any other pertinent information.

39. WHISTLEBLOWER PROTECTION

- a. The Contractor and its subcontractors shall encourage their employees and independent contractors to report information—without fear of actual or threatened discrimination, retaliation or reprisal—that they in good faith reasonably believe is evidence of gross mismanagement; gross misuse or waste of public resources or funds; fraud; violation of law; abuse of authority in connection with the conduct of Metro operations or contracts; or a substantial and specific danger to health, security or safety. The Contractor and its subcontractors shall notify their employees that they may make reports under this paragraph to:
 - (1) WMATA's Office of Inspector General (OIG), in person, in writing, through the OIG Hotline (888-234-2374) or email wmata-oig-hotline@verizon.net or by any other reasonable means;
 - (2) WMATA's Metro Transit Policy Department (MTPD), in person, by telephone (202-962-2121) or by any other reasonable means, or to the OIG, if the information constitutes a potential violation of criminal law;
 - (3) WMATA's Chief Safety Officer, in person, in writing, through the SAFE

Hotline (202-249-7233) or email safety@wmata.com, or by any other reasonable means; or

- (4) Any other official, office or agency within WMATA or outside WMATA that the employee or independent contractor reasonably believes has the authority to act on the matter.
- b. The Contractor, its employees, independent contractors and subcontractors shall cooperate with any inquiry or review by an authorized official of WMATA, or by the federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, and with any enforcement or judicial proceeding arising from such inquiry or review.
- c. The Contractor and its subcontractors shall not interfere with or deny the right of any employee or independent contractor of either the Contractor or any of its subcontractors to make a report under paragraph (a). The Contractor and its subcontractors shall not recommend, take or threaten to take any action having a negative or adverse impact on any employee or independent contractor of either the Contractor or any of its subcontractors because he or she:
- (1) made or is perceived to have made a report under paragraph (a);
 - (2) sought a remedy under applicable law after making a report under paragraph (a);
 - (3) participated in or cooperated with an inquiry or review by an authorized official of Metro, or by the federal government or any other governmental entity with jurisdiction over Metro, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, or with an enforcement or judicial proceeding arising from such inquiry or review;
 - (4) refused to obey an order that would violate law; or
 - (5) refused to work or authorize work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there was no reasonable alternative to refusal, there was not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, notified the Contractor or subcontractor of the condition and of the intent not to perform or authorize work.
- d. The Contractor shall include, or shall cause to be included, the substance of this section, including this paragraph (d), in its subcontracts at all tiers.

40. PACKAGING AND MARKING- See Attachment A

41. TECHNOLOGY FOR SOURCING

WMATA uses PeopleSoft Purchasing applications to create and maintain purchase requisitions and purchase orders. WMATA also uses Purchasing Cards (P-cards) to pay suppliers for filled purchase orders. Offerors with the following capabilities will be given preference.

Technology Capabilities of Supplier(s)

WMATA has implemented PeopleSoft Purchasing and Strategic Sourcing modules for purchasing transaction processing. Suppliers(s) selected for sourcing must have the following technical capabilities:

1. Ability to provide WMATA with punch-out or transparent punch-out capabilities to the offeror's web site or through a business to business portal, such as Oracle Exchange
2. Provide WMATA with an item catalog, and a content management process to ensure current and accurate content
3. Ability to exchange data electronically for the following transactions, through EDI (Electronic Data Interchange)
 - Purchase Orders (ANSI-X12 Format, 850 Transaction Set)
 - Purchase Order Acknowledgements (ANSI-X12 Format, 855 Transaction Set)
 - Advance Shipment Notice (ANSI-X12 Format, 856 Transaction Set)
 - Invoice (ANSI-X12 Format, 810 Transaction Set)
 - Receiving Advice (ANSI-X12 Format, 861 Transaction Set)
4. Ability to accept ACH (Automatic Clearing House) payments

In addition to the above, P-Card Suppliers should have the following abilities:

1. Accept MasterCard for payment (as a P-card Transaction)
2. Pass Level II or Level III data in the credit card transaction with the purchase order number in the customer order attribute.

42. PUBLIC COMMUNICATION

Contractor shall not issue communications to the media, place advertisements, nor publicize through any means the services or goods they are providing WMATA under this agreement without prior consent from the project manager following consultation with the Assistant General Manager, Customer Service, Communications & Marketing (AGM, CSCM) or her designee. Contractor shall not publish, in print or online, any communications products such as newsletters, press releases, blogs or other communications to WMATA employees without prior consent from the project manager, subsequent to approval by the AGM, CSCM. Approval of any such requests shall be at the sole discretion of WMATA and coordinated by the project manager, who will confer with CSCM and other WMATA departments as appropriate to facilitate reviews. This provision is not intended to curtail routine communications exercised in the course of business with project staff which may be required to execute deliverables under this agreement. This provision is also not intended to prohibit the contractor from making reference to prior awards in its subsequent offers.



MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid-Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Mid-Atlantic Purchasing Team:

- ___ Alexandria Public Schools
- ___ Alexandria Sanitation Authority
- ___ Arlington County, Virginia
- ___ Arlington County Public Schools
- ___ Bladensburg, Maryland
- ___ Bowie, Maryland
- ___ BRPC
- ___ Charles County Public Schools
- ___ City of Fredericksburg
- ___ College Park, Maryland
- ___ District of Columbia Government
- ___ District of Columbia Public Schools
- ___ District of Columbia Water & Sewer Auth.
- ___ Fairfax, Virginia
- ___ Fairfax County, Virginia
- ___ Fairfax County Water Authority
- ___ Falls Church, Virginia
- ___ Fauquier County Schools & Government

- ___ Frederick, Maryland
- ___ Frederick County, Maryland
- ___ Gaithersburg, Maryland
- ___ Greenbelt, Maryland
- ___ Herndon, Virginia
- ___ Leesburg, Virginia
- ___ Loudoun County, Virginia
- ___ Loudoun County Public Schools
- ___ Loudoun County Water Authority
- ___ Manassas, Virginia
- ___ City of Manassas Public Schools
- ___ Manassas Park, Virginia
- ___ Maryland-National Capital Park & Planning Comm.
- ___ Maryland Department of Transportation
- ___ Metropolitan Washington Airports Authority
- ___ Metropolitan Washington Council of Governments
- ___ Montgomery College
- ___ Montgomery County, Maryland
- ___ Montgomery County Public Schools

- ___ Northern Virginia Community College
- ___ Prince George's Community College
- ___ Prince George's County, Maryland
- ___ Prince George's Public Schools
- ___ Prince William County, Virginia
- ___ Prince William County Public Schools
- ___ Prince William County Service Authority
- ___ Rockville, Maryland
- ___ Spotsylvania County
- ___ Spotsylvania County Government & Schools
- ___ Stafford County, Virginia
- ___ Takoma Park, Maryland
- ___ Upper Occoquan Service Authority
- ___ Vienna, Virginia
- ___ Washington Metropolitan Area Transit Authority
- ___ Washington Suburban Sanitary Commission
- ___ Winchester, Virginia
- ___ Winchester Public Schools

PART III TECHNICAL SPECIFICATIONS

Technical Specifications

A part number must be submitted with each proposed item to ensure the intended purpose of form, fit and function is achieved.

Technical proposals will be evaluated based on the following criteria:

Part Number (P/N)—The approved part numbers are shown in the columns labeled “Vendor P/N 1, Vendor P/N 2, Vendor P/N 3, etc..”

The contractor shall indicate the Manufacturer/Brand Name, the part number, and the delivery/lead time for each item proposed. Failure to do so may necessitate rejection of the proposal in part or in its entirety.

If Offeror is proposing an alternate part rather than one of the approved part numbers, then WMATA requires further clarification to determine form, fit and function. In addition to the Manufacturer/Brand Name, the part number, and the delivery/lead time, **the Offeror must provide a Manufacturer’s specification sheet or cut sheet.** This allows the technical team to evaluate the alternate parts being offered and determine if the supplier will be asked to perform an FAI for the proposed part.

First Article Inspection (FAI) for Non Approved Suppliers of a Part - Parts which are not provided by the OEM or a previous supplier and/or which are not an approved P/N, will be required to go through an engineering qualification and FAI process. The costs incurred for this process will be the responsibility of the quoting supplier, whether approved or disapproved.

During the process of a new supplier becoming qualified for a particular part, WMATA reserves the right to purchase from the originally approved supplier or OEM until the engineering qualifications and the FAI is completed, as described in the above paragraph (First Article is also found in Special Provisions #26)

Lead Time –Initial Order Lead Time will be evaluated based on the length of time it takes the supplier to deliver the product.

Electronic spreadsheets have been included with the solicitation to be used as the worksheet for the Offerors’ submittals of technical information.

If using the pricing spreadsheet as part of your Technical submittal, please make sure all pricing is hidden, removed or covered.

The Technical Volume 2 should not show any pricing information.

Attachment A

SUPPLIER SHIPPING AND DELIVERY REQUIREMENTS

1. PURPOSE

The purpose of this procedure is to establish the requirements for packaging, packing, identification, handling and delivery of items to the Washington Metropolitan Area Transportation Authority (WMATA). This document shall serve as the primary source for definition in this area, unless specifically directed otherwise on the purchase order. These requirements shall be made available to all WMATA suppliers.

2. SCOPE

Use of this document shall ensure cost effective, safe, efficient damage free packaging as well as defining handling, storage, marking/labeling, documentation and transportation/delivery requirements for suppliers who provide raw materials, parts and assemblies to WMATA.

3. RESPONSIBILITIES

3.1 Authorities

All questions shall be directed to the WMATA designated Contracting Officer (CO), Contract Administrator (CA) or Purchasing Agent (PA). Packaging, Handling, Storage, and Transportation quality issues shall be directed to the WMATA Quality Assurance and Warranty (QAAW) Department through the WMATA CO, CA or PA. Suppliers shall be diligent in enforcing the elimination of paper debris, metal shavings, dirt, etc. within new and reusable shipping containers. Packaging, Packing Changes or Questions affecting preservation and packing shall be forwarded to the WMATA CO, CA or PA for disposition through the QAAW department.

3.2 Product Preservation

Packaging, packing, and shipping requirements for materials, parts, and assemblies shall meet, at a minimum, best commercial practice in accordance with ASTM D 3951-Standard Practice for Commercial Packaging. All materials, parts, and assemblies shall be able to be stored in an enclosed facility for a minimum period of one (1) year without damage or degradation to the item.

Procedure # 113-19 – Supplier Shipping and Delivery Requirements

Preservation and packaging factors shall include, but not be limited to:

- Fragile/Non-Fragile
- Sensitive to vibration or shock (electronic components, gauges, test equipment, etc.)

- Hazardous material
- Temperature sensitive (Sealers, Adhesives, Paints, Rubber products, etc.)
- Light sensitive (Rubber, Fabrics, Foams, etc.)
- Shelf Life (Batteries, Compressed Gases, Decals, Foams, Paints, Sealers/Adhesives, Rubber, Seat Belts and Webbing, Tapes, Tires, etc.)
 - Shelf Life items are to be marked with the Date of Manufacture (DOM), Date of Expiration (DOE) and Manufacturer's suggested shelf life for product.
 - Rubber products shall include, but not be limited to, all types of seals and gaskets. This material shall not be kinked when packaged and/or packed for shipment. Cure dates and/or shelf life dates shall be marked on the unit, any intermediate packaging, and shipping containers.
- Special orientation requirements, i.e. directional vertical/horizontal marking on the container.
- Sensitive to electrostatic discharge, electromagnetic, magnetic, or radioactive fields
- Special storage or clean environment
- Special handling equipment, handling techniques, stacking, blocking devices, or engineered containers

Other considerations shall include evaluation of industrial (commercial) packaging compared to International Specifications to ensure all required levels of protection.

Cleanliness - Items shall be free of dirt and other contaminants which would require cleaning by WMATA prior to use. Coatings and preservatives to the item for protection are not considered contaminants.

Preservation - Items susceptible to moisture, corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors (VCI) or desiccant unit packs in accordance with best commercial practice.

Major Assemblies - Shall be double-wrapped with 4-mil (minimum) polyethylene sheeting and all seams shall be entirely sealed with waterproof tape. Major assemblies shall be protected from moisture with MIL-D-3464 Desiccant or equivalent. (Desiccant shall not be positioned directly against assembly surface).

Wrapping/Cushioning - Items requiring protection from physical and mechanical damage, or which are fragile by nature shall be protected by wrapping, cushioning, compartmentalization, or other means to mitigate shock and vibration during shipment and storage.

Packing Materials - Kraft paper, plastic sheeting, bags or sleeves, bubble wrap, polyethylene foam, polyurethane foam-in-place, nylon netting (for tubes, cylinders, etc.), plastic, tubing (bolt thread protection), and plastic caps/plugs are acceptable types of packaging materials.

Loose polystyrene material (i.e., peanuts, chips), shredded paper and starch materials (i.e. edible popcorn) shall not be used as packaging materials.

Loose materials for hazardous packaging (i.e., vermiculate) are acceptable only when shipping hazardous materials.

Plastic Bag Closure - Plastic bags used for inner packaging shall be closed by heat sealing, zip-loc, fold and fasten (tape), or tie (zip-ties, string). Use of staples is not permitted. The closure shall be adequate to retain items within the bag and prevent intrusion of contaminants or foreign objects. The bag closure shall be adequate to prevent escape of any contained liquids. Plastic bags shall not be used for preserved (greased or oil) items. Bags fabricated from wax-coated to heavy duty kraft paper are an acceptable alternative to plastic bags.

3.3 Packaging; Unit and Intermediate

Unit Package - The unit package shall provide protection from shock, vibration, and other hazards during transportation, storage and handling.

Unit Package Quantity – All items shall be suitable for redistribution without additional repackaging or marking unless otherwise specified. The standard unit package quantity shall be one (1) each part, set, kit or assembly. Exceptions are small lightweight items, such as industrial hardware, which shall be unit packaged in quantities that are standard, as listed below. Bulk packaging is specifically excluded unless specified in the contract or purchase order. If bulk is specified in the contract or purchase order, maximum weight per bulk unit container (industrial hardware items) is five pounds (5lb).

Intermediate Package - The use of an intermediate package/container (bag, fiberboard carton) is encouraged particularly when such use enhances handling and transportation. Intermediate package/container standard increments shall be 10, 25, 50 and 100 Maximum. (Size and weight of the unit package shall be considered when determining quantity) The Maximum load for a fiberboard carton shall be 50 pounds.

3.4 Packing

Packing - Unit and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

Kits – Packaging and packing shall be in accordance with best commercial practice. Each kit having unlike items, but identified by a single part number (kit number) shall have a packaging list identifying and detailing each item within the kit.

Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination. It shall be capable of multiple handling and storage under favorable conditions for a minimum of one (1) year.

Fiberboard Cartons - Corrugated fiberboard cartons, meeting ASTM D 5118-Standard Practice for Fabrication of Fiberboard Shipping Boxes requirements, are the preferred shipping container. The maximum weight limit for fiberboard shall be 50 pounds (for ease of handling, safety, and to minimize crushing due to stacking during transport).

Wood-Cleated Panelboard Shipping Crate - These types of crates may be used as intermediate packaging/containers as well as standalone unit containers. These crates shall meet ASTM D 6251-Standard Specification for Wood-Cleated Panelboard Shipping Boxes or equivalent.

Weather-Resistant Containers - A weather-resistant container (wood, metal, fiberglass or fiberboard) shall be used for shipping items subject to moisture damage.

Major Assembly Containers - Major assembly containers, requiring load bearing capabilities, shall comply with ASTM D 6256 or equivalent. Contour blocking and bracing and/or Foam-In-Place cushioning (.5 pound minimum) are an acceptable means of packing. All containers shall have a fork lift access on sides and ends. Metal banding (.5"-75"), meeting ASTM 3953-Standard Specification for Strapping, Flat Steel and Seals or equivalent, is required around the circumference (to side, bottom, side) of all wood containers. Major assembly containers shall be over-packed (placed inside) in a land-sea container to protect from outside elements for transportation to WMATA in accordance with this procedure. The supplier shall specify the preferred mode of transport depending upon schedule and circumstance. Contingent to WMATA approval.

3.5 Containerization Weight and Size Limitations

Raw Stock-Skid - Bundled, or palletized raw stock material shall not exceed 4,000 pounds per unit of pack and no pallet height to exceed six (6) feet.

Purchase Parts - Properly protected parts containerized onto a skid, bundle, or palletized loads shall not exceed 2,000 lbs. per unit of pack and no pallet height shall exceed four (4) feet.

3.6 Marking, Labeling and Documentation

Box or Package Marking - Remove or obliterate the "old" markings from reusable shipping cartons, crates and containers.

EXCEPTION: Special handling markings (i.e., "Fragile", "UP", "Do Not Drop", "ESD", "Hazardous markings", etc.) and ISPM-15 markings are required. These markings may remain on reusable shipping containers so long as they are verified as being applicable to the product and are accurate and legible prior to re-shipment.

First Article Inspection - All shipments containing First Article Inspections (FAI) shall be marked with a FAI identification label. If there are several orders in the shipment, each order containing a FAI shall be marked with a FAI identification label. Place the label(s) on the identification side of the package only. Do not place on the top or bottom of the item(s).

Source Inspection Items - All shipments containing Source Inspected items shall be marked with Source Inspected identification label. If there are several orders in the shipment, each containing Source Inspected items, each order shall be marked with a Source Inspected identification label. Place the label(s) on the identification side of the package only. Do not place on the top or bottom of the item(s).

Documentation - When Certificates of Compliance, tests, and/or reports are specified as a requirement on the purchase order these documents shall be placed in a plastic sealed bag and be affixed on the same side as, and near the shipping label.

Tests and Reports - When specified in the Contract or Purchase Order, the Seller shall furnish WMATA QAAW with all test results, certificates, chemical and physical test reports and any and all required documentation. Test reports and/or certification for materials supplied under this contract or purchase order shall be retained by the Seller for a period not less than five (5) years after shipment of materials. Use of the English language is required for all tests and reports. The Seller agrees to furnish written reports regarding schedule compliance upon the CO, CA or PA's request. Only original or copies of original documents shall be supplied for the item(s). Transcribed data onto supplier documentation shall not be accepted.

Required Documents may be:

- Attached to the delivered item(s) in accordance with this procedure
- Supplied to the CO, CA or PA by e-mail, fax, hand delivered or US Mail

Packing Sheet Requirements:

- Name and Address of the Supplier
- WMATA Purchase Order Number
- WMATA Part Number as it appears on the Purchase Order
- The Manufactures Part Number
- Quantity Shipped and Unit of Measure
- Other product specific information as applicable to each shipment.

This information shall include, but not be limited to:

- Rejection tag number
- Variation Request number
- Condition of Supply Authorization, etc.

Bill of Lading Requirements:

- Supplier Name and Address
- Carrier Routing
- Description of freight according to the applicable freight classification (North American Freight Classification Guide)
- WMATA Purchase Order Number
- Number and Type of Containers
- Total Weight of Shipment

3.7 Bar-Coding

Requirement - In addition to other required markings and labels, each shipment shall be identified with a barcode utilizing the WMATA eProcurement website.

Software and Hardware Operating Requirements - Barcodes are to be created using the Advanced Shipment Notification (ASN) process through the WMATA eProcurement website.

Requirement for Use:

- Internet Access
- Personal Computer
- Inkjet or Laser Printer

Electrostatic Sensitive Device (ESD) - Intermediate and exterior packs are to be identified with sensitive electronic device caution labels. All ESD items shall be handled in accordance with WMATA QAAW procedure 113-25, ESD Control.

3.8 Hazardous Materials

Compliance - Hazardous materials shipped to WMATA shall be compliant with all applicable DOT 49 CFR Regulations and as allowed by 49 CFR 171.22, the IATA/ICAO Regulations (Air Transportation), IMDG (Vessel), and UN Model Regulations.

Regulatory Organizations:

- DOT-Department of Transportation
 - IATA-International Air Transportation Association
 - ICAO-International Civil Aviation Organization
 - IMDG-International Maritime Dangerous Goods
 - UN Model Regulations-Recommendations on the Transport of Dangerous Goods
- Hazardous Chemicals shall be labeled, tagged or marked with the identity of the material and appropriate hazard warning per (29 CFR 1910.1200 Appendix E, A.-Labels and Other Forms of Warning).

3.9 Hazard Materials Marking and Labeling

Identification Requirements - As regulated by the 49 CFR 172 Hazardous Material Table:

- Proper Shipping Name (Assigned)
- Hazard Class (1-9)
- Identification Number (UN, ID, NA)
- Packing Group (I, II, III, or None)

Communication Requirements - As regulated by 49 CFR 172 subpart D and E.

Mark and Label Package with:

- Proper Shipping Name
- Identification Number
- Orientation markings or other applicable markings
 - Diamond-shaped handling labels (cargo aircraft only, etc.)
- Rectangular-shaped handling labels (cargo aircraft only, etc.)

Describe the shipment on Shipping Papers - As regulated by 49 CFR 172 subpart C:

- Proper Shipping Name
- Hazard Class
- Identification Number
- Packing Group (when applicable)

- In addition to the basic description there may be other required information such as:
 - DOT-Exemption
 - EX Numbers
 - Warning Indications

Material Safety Data Sheets (MSDS) - As entitled by 29 CFR 1910.1200 Appendix E (B), WMATA requires all shipments that meet the definition of a hazardous material per OSHA or DOT regulations shall include the most current MSDS with each shipment.

HAZMAT Packaging - All hazardous material packages shall meet or exceed the required specifications of 49-CFR 173-Shippers-General Requirements for Shipments and Packaging.
Bulk Chemicals, Compressed Gases, and Petroleum Products - The delivery of bulk chemicals and petroleum products (e.g., fuel oil, gasoline, etc.) into above or below ground tanks at a WMATA facility shall be supervised by an authorized WMATA employee to minimize the potential for release of hazardous substances during delivery, except the delivery of bulk compressed gases. All deliveries, including compressed gases, shall be accepted only during normal working hours, or as specified within the contract or purchase order.

Packaging of Cylinders - Shall meet all requirements of compressed gases in accordance to 49 CFR 178; Specification for packaging; Subpart C-Specifications for cylinders. Filling of cylinders and re-qualification requirements shall also meet the detail of 49 CFR 173.300 Subpart G; Gases; Preparation and Packaging or their equivalents.

NOTE: Compressed Gas containers shall display a Recertification date as well as the Service Life Date of the Cylinder.

Bulk is defined as a product delivered in a transport container and transferred at WMATA to a storage container.

WMATA ENVIRONMENTAL HEALTH AND SAFETY CONTACT INFORMATION:

- Questions and/or comments regarding packaging, packing or transportation of hazardous materials (HAZMAT) shall be forwarded to WMATA Environmental Engineering for disposition through the Supplier Quality department.

3.10 Customs and Foreign Suppliers

Marking Requirements - Follow shipping instructions as printed on the contract or purchase order.

Special Marking Requirements for Imported Merchandise:

Seller shall comply with U.S. Customs and Border Protections (US CBP) marking requirements by marking either the article and/or its container with the Country of Origin (Country of Manufacturer); in accordance with 19 CFR 134.11-Country of origin marking required. Imported shipping containers fabricated from solid wood lumber (including interior blocking and bracing shall be fabricated and marked in accordance with ISPM-15-International Standards of

Phytosanitary Measures (Guidelines in Regulating Wood Packaging Measures in International Trade)

The Packing slip shall reference the purchase order number, part(s) shipped, country of origin and a copy of the commercial invoice shall be located on the outside of the container. Non-compliance to this requirement may result in rejection of a shipment and return of that shipment at the seller's expense. This action shall be at WMATA's sole discretion.

The Seller shall be responsible, in the full amount, for any fines or penalties levied against WMATA by US CBP for failure to comply with US CBP regulations.

4 SUPPORTING DOCUMENTATION

Federal:

- 19 CFR 134.11, Country of Origin Marking Required
- 29 CFR 1910.1200, Appendix E, A Labels and Other Forms of Warning
- 29 CFR 1910.1200, Appendix E, B Material Safety Data Sheet (MSDS)
- 49 CFR Title 49, Code of Federal Regulations (Transportation; Parts 100 to 180)
- 49 CFR 171.22, Authorization and Requirements for the Use of International Transport Standards and Regulations
- 49 CFR 172, Hazardous Material Table
- 49 CFR 172, Subpart C Shipping Papers
- 49 CFR 172, Subpart D Marking
- 49 CFR 172, Subpart E Labeling
- 49 CFR 173, Shippers-General Requirements for Shipments and Packaging's
- 49 CFR 173.300 (301), Subpart G Gases; Preparation and Packaging

Commercial and Industry:

- ASTM D 3951, Standard Practices for Commercial Packaging
- ASTM D 3953, Standard Specification for Strapping, Flat Steel and Seals
- ASTM D 5118, Standard Practice for Fabrication of Fiberboard Shipping Boxes
- ASTM D 6251, Standard Specification for Wood-Cleated Panelboard Shipping Boxes
- ASTM D 6256, Wood-Cleated Shipping Boxes with Skidded, Load-Bearing Bases
- International Standards of Phytosanitary Measures (Guidelines in Regulating Wood Packaging Measures in International Trade)
- JEDEC JESD 625-A, Requirements for Handling Electrostatic Discharge Sensitive (ESDS) Devices

WMATA Standards:

- QAAW procedure #113-05, Receiving and Inspection
- QAAW procedure #113-06, First Article
- QAAW procedure #113-07, Control of NonConforming Material
- QAAW procedure #113-15, Material Review Board
- QAAW procedure #113-25, ESD Control

Attachment B

ITEM ID	Item Description	UOM	VENDOR P/N 1	VENDOR P/N 2	VENDOR P/N 3	VENDOR P/N 4	VENDOR P/N 5	VENDOR P/N 6
010000027	SIGN:BUS STOP	EA	2814HIPDSMETRO					
061000307	OIL, INDUSTRIAL: VISCOSITYRATING: 31 CST @ 40 DEG C, CONTAINER: 1 GAL, FLASHPOINT: 419 DEG F, TYPE: VACUUM PUMP	EA	203-419					
061000506	PAPER,TEST:NITRATE BASED COOLANT	PK	23519402					
061000512	REMOVER:FLUX DEGREASER	EA	MCC-DC1					
061000513	GREASE, INDUSTRIAL: THICKENER: PTFE, VISCOSITYRATING: 10,000 CST @ 77 DEG F, CONTAINER: 1.5 GRAM PACKET, FLASHPOINT: >600 DEG F, TYPE: DIELECTRIC, COMMONNAME: SILICONE LUBE, TEMPERATURERATING: 536 DEG F DROPPING POINT, COLOR: ANY	EA	188089					
067000812	WIPE:ALCOHOL,1.25 IN X 2.5 IN	PK	54845T18					
237390005	INJECTOR,FUEL:METRO FLX SERIES 50 DDEC III	EA	RS235550					
342350014	SPIDER:LEFT HAND/RIGHT HAND REAR BRAKE HOUSING,GMC DIFFERENTIAL	EA	2059767	4-219-682	MPS2627			
801390017	PLUG:ENGINE,EXPANSION,1.01MM DIA,CUMMINS CYLINDER HEAD	EA	3007635					
801550026	TUBE:TUBE, BREATHER - (OEM ONLY)	EA	5255736					
802390009	KIT:GEAR,SEAL	EA	3803574					
802390012	KIT:COVER,SEAL	EA	3803575					
802390013	GASKET SET,ENGINE:LOWER,CUMMINS	EA	3803404					
802550001	KIT:OIL SEAL ASSEMBLY	EA	3804304					
802550008	KIT:CYLINDER,HEAD GASKET,METRO FLX/ORION	EA	23532330					
802550012	BOLT, MACHINE:12MM DIA,45MM LG,SERIES 50 FLYWHEEL HOUSING	EA	11500945					
802550016	BOLT, MACHINE:14MM DIA,95MM LG,FLYWHEEL HOUSING	EA	23522329					
802550020	HOSE,HYDRAULIC:3900, 4200, 4300,ORION SERIES 50	EA	23528670					
803390012	CRANKSHAFT:ENGINE	EA	3819989					
803390016	GEAR:CRANKSHAFT	EA	3038984					
803390017	ADAPTER:CRANKSHAFT	EA	3046414					
803390023	KIT:FLYWHEEL,SEAL	EA	4089542	38000968				
803390032	ADAPTER:CRANKSHAFT HUB	EA	3819977					
803390037	BOLT, MACHINE:4K,CRANKSHAFT TO FLYWHEEL	EA	8929795					
803550003	SLEEVE:PROTECTIVE,FRONT WEAR,M-11	EA	3820918					
805390005	DOWEL:CUMMINS	EA	3027106					
805550011	ROD,CONNECTING:SERIES 50	EA	R23515593					
811390018	GEAR:CAMSHAFT,IDLER,CAMSHAFT	EA	3038986					
811390024	LEVER:CAM FOLLOWER,CUMMINS	EA	3161477					
811390025	BOLT, MACHINE:10MM DIA,1.5MM,25MM LG,CUMMINS CAMSHAFT	EA	3822067					
811390036	GEAR:CAMSHAFT,CELECT	EA	3401439					
811390037	CAMSHAFT:9700,L10 CELECT, BUS	EA	3895786					
811550020	CAMSHAFT:SERIES 50	EA	R23511785					
811550025	BOLT, MACHINE:SERIES 50 INTERMEDIATE VALVE COVER	EA	11509518					
811550027	NUT, HEX:CAMSHAFT,12MM DIA,1.75MM,SERIES 50	EA	23535849					

832700003	VALVE:FUEL SHUT OFF,8.3G PLUS	EA	3931710				
832700007	VALVE,AIR:CONTROL,8.3G PLUS	EA	3933846				
833390009	GAUGE-AIR RESTRICTION INDICATOR,METRO FLX	EA	RAX00-2103	010705527			
833580010	KIT-AIR RESTRICTION INDICATOR GAUGE,ORION,9600-2233	EA	081030741507				
833580011	COVER-AIR CLEANER ASSEMBLY,3900-4412,ORION V	EA	E0742503AC				
833700005	HOSE,AIR:1 IN ID X 48 IN LG:FLEET 2300-2464,FITS WMATA NEW	FT	066751	CV1100-01			
834570002	FLYER CNG,CERTIFICATION VMI	EA	060832415				
835390005	STRAP:FUEL TANK SUPPORT,STEEL,2K-2099,ORION VI	EA					
835390005	GEAR:FUEL PUMP,ACCESSORY DRIVE,CUMMINS FUEL PUMP DRIVE	EA	3041042				
835390021	GASKET:FUEL PUMP,ACC DRIVE SUPPORT,FUEL PUMP	EA	3899746				
835390032	SUPPORT:ENGINE,DRIVE ASSEMBLY,CUMMINS ENGINE	EA	3896046				
835390070	ELBOW:TUBE:UNION,MALE,9700,CELECT FUEL PUMP	EA	203849				
835390085	SEPARATOR:FUEL WATER	EA	19387904600	490R2430			
835550001	TUBE:FUEL DRAIN,M-11	EA	3892630				
836390002	CLAMP,HOSE:4 IN,0.75 IN WD,8700-8900,6V92 TURBOCHARGER, FLX	EA	8926958				
836390098	CONNECTOR:TURBO OIL DRAIN,TURBOCHARGER PLUMBING	EA	3899508				
836390099	HOSE,HYDRAULIC:TURBO OIL SUPPLY	EA	3899665				
836390100	ELBOW:UNION,MALE,TURBO OIL DRAIN	EA	3047340				
836390101	LINE:TURBO OIL RETURN,SERIES 50 FIG 1 OF 3.5000A PG 3-86	EA	23518514				
836390107	PNCHG FROM 23516942	EA	3328643				
836550006	LINE:TURBO DRAIN,9700, 9800,L10 CELECT M-11 CELECT	EA	23520888				
836550006	LINE:TURBO FEED SUPPLY,SERIES 50	EA	23521432				
836550008	HOSE,AIR:50 SERIES AIR COMPRESSOR INTAKE	EA	RES32788	SE501670			
836550014	TURBOCHARGER:JOHN DEER 8.1 CNG ENGINE	EA	551554				
836550015	CLAMP:TURBO LINE	EA	BS-6200103	CT2501			
836560002	CLAMP,HOSE:ORION VII	EA					
836560005	STUD:MOUNTING,BUSES W/ JOHN DEERE ENGINES	EA	R503821				
836560005	TURBOCHARGER	EA	23513730				
836570001	ELBOW:INTAKE,ORION VI	EA	050742432				
836580004	BRACKET:SUPPORTS UPPER COOLER PIPE TO TURBO BOLT ENG	EA					
836580009	CLAMP:CONSTANT TORQUE,3900-4400,ORION V AIR INTAKE INST	EA	050742040				
836580015	CLAMP:SPRING LOADED T-BOLT,5-1/2 IN,STAINLESS STEEL,3900-4400,ORION V AIR INTAKE INST	EA	BS-6202525				
836700001	GASKET:TURBO DRAIN LINE	EA	3937706				
836700003	LINE:TURBO DRAIN,CUMMINS 8.3 G PLUS	EA	3934084				
836700008	LINE:TURBO SUPPLY,CUMMINS 8.3 G PLUS	EA	3920603				
837390009	LINK:INJECTOR PLUNGER	EA	3028065				
841550004	STUD:EXHAUST MANIFOLD,CUMMINS 8.3G PLUS	EA	3930708				
841550005	PLATE:LOCK,EXHAUST MANIFOLD STUD	EA	3914708				
841580016	CLAMP,EXHAUST:PIPE,SERIES 50 DDC	EA	90887A				
841700001	GASKET:EXHAUST MANIFOLD,CUMMINS 8.3 G PLUS	EA	3932063				
842390021	GASKET,ENGINE:EXHAUST MANIFOLD,CUMMINS	EA	3026155	3328948	3819760		
842390050	CLAMP,EXHAUST:BAND,4 IN,9700,CATALYTIC CONVERTER TO PIPE	EA	TEC 400				
842550007	PIPE,EXHAUST:TAIL,CUMMINS CNG 8.3	EA	Q660650				

842560003	BRACKET,BODY:SUPPORT,CAC-ORION VII	EA	070742076						
842560005	PIPE,EXHAUST:FLEX	EA	070774414	Q671068					
842560006	BUSHING:EXHAUST,MUFFLER MOUNTING	EA	070774089						
842560009	MOUNT:EXHAUST,MUFFLER,SILICONE,ORION VII	EA	070774096						
842580006	CLAMP,EXHAUST:V BAND,9600,ORION	EA	010771010						
842580011	CONVERTER:CATALYTIC,2100-2231,ORION V	EA	23528090	23530117					
842580012	MUFFLER:EXHAUST,3900-4400,ORION V	EA	050774230						
842580015	CLAMP,EXHAUST:SOOTFILTER,JOHNSON MATTHEY DPF	EA	23535823						
851390030	PAN,OIL:9700,L10 CELECT	EA	3895956						
851550002	SPACER:OIL PAN,SERIES 50	EA	23517243						
851550003	ISOLATOR:OIL PAN,SERIES 50	EA	23517242						
851580001	CAP,OIL:FILLER,ORION	EA	050750003						
853390023	SPRING:BY-PASS,LUBE OIL COOLER/FILTER	EA	251152-5						
853390026	SPRING:PISTON COOLING NOZZLE	EA	3010146						
853390038	HOSE,HYDRAULIC:OIL COOLER	EA	3820666						
853390039	HOSE,HYDRAULIC:OIL COOLER	EA	3820665						
853390055	DISC,VALVE:CUMMINS ENGINE	EA	200819						
853390073	RING,RETAINING:THERMOSTAT	EA	3820782						
853390074	RING,RETAINING:BYPASS VALVE	EA	3820631						
853390077	COOLER:LUBRICATING OIL,CELECT ENGINES	EA	3882324						
853390089	SPRING,COMPRESSION:OIL COOLER	EA	3882586						
853390091	TUBE:OIL LEVEL DIPSTICK,9819-9835, 4K,50 SERIES MET/FLX	EA	23515659						
853550006	COOLER:OIL,M-11 CUMMINS	EA	3161781						
853550017	KIT:SPINNER,SERVICE,CONTAINS (1) 71264,(1) 73240, (1) 73165	EA	73265						
853550030	GAUGE,PRESSURE:60 PSI,1/4 IN NPT,CENTER BACK	EA	50274759						
853550035	VALVE,AIR-CARTRIDGE ASSEMBLY,MODEL 576HE	EA	73967						
853560003	COVER:ROCKER LEVER SEAL	EA	3905449						
861660001	KIT:SPARK PLUG,CONTAINS (1) SPARK PLUG,(1) BOOT	EA	2881797	4955720	4955850				
861700004	KIT:SPARK PLUG,CONTAINS (1) SPARK PLUG,(1) BOOT	EA	BREN 1221-8.3						
871390054	PULLEY:16 GROOVE,CUMMINS ACCESSORY DRIVE	EA	3047534						
871390156	BELT,V-ALTERNATOR,K100610HD,FITS IKARUS,CERTIFICATION VMI	EA	3097269						
871390166	BELT,V-ALTERNATOR,K100381,FITS FLEXIBLE,CERTIFICATION VMI	EA	23521338						
871390168	PULLEY,GENERATOR:24V,9818-9835, 4001-4104,DDC-50	EA	23512828						
871390169	TENSIONER,BELT:FLEET 9701-9785, 9819-9835, 4001-4104, 5201-5245, 9801-9818,CERTIFICATION VMI	EA	23512829						
871390198	PULLEY:ACCESSORY DRIVE	EA	3895450						
871390205	BOLT:SHORT BRACKET,CUMMINS GENERATOR	EA	3925437						
871390206	BOLT:LONG BRACKET,CUMMINS GENERATOR	EA	3896408						
871390207	BOLT:FAN BELT TENSIONER,10MM DIA,1.5MM,170MM	EA	23511767						
871550001	LG,4K,METRO FLX GENERATOR	EA	23527060						
871550009	KIT:TENSIONER,BELT,CONTAINS ALL PARTS	EA	23520399						
871550009	TENSIONER,BELT:GENERATOR AND FAN ASSEMBLY	EA	23520399						
871550010	TENSIONER,BELT:FLEET 2100-2231, 3900-3950, 4200-4412, 9602-9660, 5301-5321,FITS ALL ORION BUSES,CERTIFICATION VMI	EA	23533015						
871580006	PULLEY,GENERATOR:24V,POLY,3900-4400,ORION	EA	A0504948AK						
871580007	BELT-ALTERNATOR, FITS ORION V, VMI - (OEM ONLY)	EA	6328759	23521000					

871580012	GUARD:BELT,3900,SERIES 50 ORION V 96 IN	EA	051340433					
871660001	BELT,V:ALTERNATOR,K080680,5301-5323,NABI	EA	3288475	K080680				
881390052	CONNECTOR:TANK PROBE,FITS METRO FLX CUMMINS CELECT	EA	3824257					
881390065	SPLICE,CONDUCTOR:2-WAY,CUMMINS CELECT	EA	3823256					
881390066	PIN,CONNECTOR:FITS CUMMINS CELECT	EA	3822919					
881390076	HARNES:OIL PRESS,CUMMINS CELECT	EA	3823255					
881390078	CONNECTOR,ELECTRICAL:2-WAY MALE	EA	3824848					
881390079	CONNECTOR:PLUG,2 PIN,FITS CUMMINS ELECTRIC INJECTORS	EA	3824012					
881480007	HORN:LOW,24V,FITS VARIOUS BUSES	EA	AB15.12.002	T072415/AB15.12.0051016401				
881550304	HARNES:EXTERNAL SENSOR,50	EA	23514225					
881550305	HARNES:INTERNAL INJECTOR,50	EA	23514223					
881550307	KIT,SPLICE:16-14 AWG COND	EA	200-2526	3824001				
881550309	KIT,SPLICE:22-18 AWG COND	EA	1822	3823336				
881550316	RECEPTACLE,CONNECTOR BODY:50 SERIES	EA	12124634					
881550338	GROMMET:2.5 IN	EA	071046416	91701A				
881560004	CONNECTOR,ELECTRICAL DISCONNEC:FEMALE	EA	5601-8-105					
881560006	BUSS BAR:2 FUSE	EA	071015074	071088511				
881580020	HARNES:EXHAUST TEMPERATURE,2100,ORION TURBO BOOST	EA	23524831					
881700001	HARNES,WIRING:	EA	3934686					
882550010	HARNES:EXTERNAL,M-11 ACTUATOR	EA	3083779					
882550012	HARNES:LOWER SENSOR,M-11	EA	3085630					
882550017	COVER:WIRING HARNES	EA	8929508					
882550023	ISOLATOR:ECM TO BLOCK	EA	23512307					
882550032	HARNES:SENSOR,50,BOOST/EXHAUST	EA	23528951					
882550040	CABLE:SENSOR,60 IN LG,E-STROKE	EA	071074010	163919	8290120			
882550051	BUTTON:	EA	051003314					
882560018	VOLTMETER:	EA	00041194-0A0D60	071042401				
882560039	GUARD:TOGGLE SWITCH	EA	051029419	41F678				
882580001	KNOB:HEAT/TEMPERATURE CONTROL,ORION	EA	021355003					
882580051	BUZZER:LOW AIR,24V,4200,ORION V	EA	021009505					
882580056	KNOB:POTENTIOMETER,3900-4400,ORION V	EA	051032014					
882590005	HORN:LOW PITCH,24V	EA	051016401					
882590006	HORN:HIGH PITCH,24V	EA	051016400					
906290034	NUT:GEAR/PIN SLEEVE,FITS ALLISON TRANSMISSION V731	EA	6833213					
906290037	NUT:SLEEVE/PIN,FITS BEVEL GEAR TRANSMISSION ALLISON V731	EA	6754513					
906350407	SPACER,TRANSMISSION:BEARING,ALLISON V731 BEVEL GEAR	EA	6833220					
906380054	SLEEVE,TRANSMISSION:GROUND,METRO MTB648/V731	EA	6880956					
906380059	WASHER:SPECIAL,FITS ALLISON TRANSMISSION V731	EA	6830003					
906380060	PUMP,TRANSMISSION:TORQUE CONVERTER,FITS HTB748 6V71 ENGINE	EA	23010621					
906380063	SPACER,TRANSMISSION:MTB648, HTB748, V731, CONVERTER PUMP	EA	6771851					
906380067	SPRING,TRANSMISSION:FREEWHEEL ROLLER STATOR,FITS GILLIG V731/HTB748	EA	23018535					
906380070	TURBINE:TORQUE CONVERTER ASSEMBLY,ALLISON TRANSMISSION MTB648/HTB748/V73	EA	6883524					

906380073	PLATE, TRANSMISSION: INTERNAL SPLINED, ALLISON MTB648/V731/HTB748, LOCK-UP CLUTCH	EA	23048511				
906380074	PISTON, TRANSMISSION: LOCKUP CLUTCH, FITS ALLISON HTB748/V731	EA	29503808				
906380077	FLYWHEEL: CONV DRIVE, TRANSMISSION V730 & V731 SP	EA	23047146				
906380129	SLEEVE, TRANSMISSION: FITS FRONT BEARING RETAINER ALLISON MTB648/V731	EA	6838595				
906380133	SLEEVE, TRANSMISSION: BEVEL GEAR, ALLISON V731	EA	6880948				
906380134	GEAR: MATCHING ASSEMBLY, TRANSMISSION V731/ALLISON	EA	29527788				
906380136	GEAR: DRIVE, TRANSMISSION V731/ALLISON/MTB648, POWER TRAIN OUTPUT	EA	23010107				
906380138	RETAINER, TRANSMISSION: BEVEL GEAR, ALLISON	EA	29511896				
906380159	SPRING, TRANSMISSION: FORWARD CLUTCH RELEASE, FITS MTB648/V731/HTB748	EA	6836138				
906380163	HUB: FORWARD CLUTCH, TRANSMISSION MTB648/HTB748/V731	EA	6839021				
906380164	PLATE, TRANSMISSION: FORWARD CLUTCH, MTB648/HTB748/V731	EA	6834679				
906380165	PLATE, TRANSMISSION: FORWARD CLUTCH, INTERNAL SPLINE, MTB648/HTB748/V731/GILLIG	EA	29529492		29537887		
906380181	PISTON, TRANSMISSION: CLUTCH, FITS MTB648/HTB748/V731	EA	23016568				
906380185	HOUSING, TRANSMISSION: THIRD CLUTCH ASSEMBLY, MTB648/HTB748	EA	23046556				
906380202	PLATE, TRANSMISSION: SECOND CLUTCH, INTERNAL SPLINE, V731 (8PER), HTB748 (3PER)	EA	23041786				
906380203	PLATE, TRANSMISSION: SECOND CLUTCH, EXTERNAL SPLINE, MTB648/HTB74	EA	6834488				
906380204	PLATE, TRANSMISSION: SECOND CLUTCH, EXTERNAL SPLINE, HTB748/V731	EA	6834720				
906380209	RING, RETAINING: T SELF LOCK, FITS GILLIG/ALLISON TRANSMISSION HTB748/V731	EA	3909063				
906380210	SPRING, TRANSMISSION: RETAINER, FITS ALLISON MTB648/HTB748/V731	EA	6836419				
906380211	SPRING, TRANSMISSION: 2ND CLUTCH PISTON RELEASE, FITS GILLIG V731/HTBT48	EA	6831656				
906380219	SHIM, TRANSMISSION: CENTER SUPPORT, FITS MTB648	EA	23013880				
906380278	WASHER: THRUST, FITS ALLISON TRANSMISSION V731/HTB748	EA	6881638				
906380302	RING, RETAINING: SNAP, FITS ALLISON TRANSMISSION V731/HTB748	EA	6777231				
906380307	SHAFT, GEAR: SUN ASSEMBLY, NEW FLX TRANSMISSION, V731	EA	29506042				
906380334	SEAL, TRANSMISSION: OIL	EA	23015352		6838600		
906380364	SPRING, TRANSMISSION: INNER SECOND TRIMMER	EA	6883300				
906380365	SPRING, TRANSMISSION: OUTER SECOND TRIMMER, FITS V731/HTB748	EA	23012937				
906380366	SPRING, TRANSMISSION: INNER LOCKUP, FITS ALLISON V731/HTB748	EA	6885166				
906380367	SPRING, TRANSMISSION: OUTER LOCK-UP, FITS MTB648/HTB748	EA	23018733				
906380373	SPRING, TRANSMISSION: INNER THIRD TRIMMER, FITS V730/V731/HTB748	EA	6880118				

906380376	SPRING, TRANSMISSION: FITS ALLISON MTB648/V731/HTB748	EA	6834528				
906380401	SPRING, TRANSMISSION: TRIMMER REGULATOR, FITS V730/V731/HTB748	EA	23018423				
906390064	KIT-POWER TRAIN OUTPUT, DRIVE, TRANSMISSION V730/V731 DELETE AND DISPOSE - AS OF 06-02-2011 - SPRING, VALVE, #1 PRIOR.	EA	29502597				
906390073	SPRING, TRANSMISSION: REVERSE AND FORWARD VALVE, FITS GILLIG HTB748/V731D	EA	23012956				
906390075	GASKET, TRANSMISSION: COOLER/HEAT EXCHANGER, FITS VOITH	EA	6768544				
906390103	CORE, COOLER: VOITH	EA	50.8408.11		54.9241.10		
906390104	WASHER, SPRING: 88, VOITH TRANSMISSION	EA	54.9239.10				
906390119	SPRING, TRANSMISSION: 4.5 X 27.7 X 51	EA	01.0269.06				
906390121	RETAINER, TRANSMISSION: SPRING, VOITH	EA	92.1925.10				
906390123	FLANGE, TRANSMISSION: FITS VOITH CUMMINS ENGINE	EA	52.6388.10				
906390124	SEAL, TRANSMISSION: RING, FITS SPRING COUPLING, VOITH	EA	58.4394.20				
906390125	SEAL, TRANSMISSION: RING, FITS SPRING COUPLING	EA	90.3455.10				
906390128	COVER, TRANSMISSION: SPRING COUPLING, VOITH	EA	01.0637.56				
906390130	SEAL, TRANSMISSION: RING	EA	52.6387.21				
906390135	SCREW: SPRING COUPLING, 8MM DIA, 45MM LG, HEX HD, DIN 931, GR 8.8, FITS VOITH TRANSMISSION	EA	01.0044.42				
906390136	O-RING: 34MM ID, 2MM WD, FITS VOITH TRANSMISSION	EA	01.0631.26				
906390197	BUSHING, TRANSMISSION: PACKING, FITS VOITH	EA	01.0596.54				
906390291	HOUSING, TRANSMISSION: VOITH	EA	50.5510.10				
906390324	SPRING, TRANSMISSION: 5.6 X 35.5 X 210	EA	58.2437.24				
906390342	RING, TRANSMISSION: BRAKE PUMP, VOITH ACCUMULATOR	EA	92.1717.21				
906390345	SPRING, TRANSMISSION: ACCUMULATOR PUMP BRAKE, #1, 1 X 10 X 34	EA	90.2201.10				
906390351	SPRING, TRANSMISSION: 1.6 X 12.5 X 15, VOITH	EA	92.1848.10				
906390374	STRAINER: GEAR PUMP, VOITH TRANSMISSION	EA	92.1546.10				
906390387	RING, PISTON: 29.4MM ID X 32MM OD X 2MM THK, VOITH OPERATING PRESSURE VALVE TRANSMISSION	EA	58.2255.12				
906390416	BUSHING, TRANSMISSION: PACKING GEAR UNIT, FITS VOITH TURBINE	EA	52.6393.10				
906390466	SHAFT, GEAR: VOITH TRANSMISSION	EA	50.5516.11				
906390467	RING, RETAINING: SNAP, B73 TURBINE GEAR UNIT TRANSMISSION	EA	50.7274.18				
906390478	SHAFT, GEAR: VOITH TRANSMISSION	EA	01.0340.36				
906390484	DISC, FRICTION: TURBINE GEAR UNIT, FITS VOITH TRANSMISSION	EA	50.7283.24				
906390502	SPRING, TRANSMISSION: REVERSE GEAR, 4 X 16 X 51.3, VOITH	EA	50.9743.13		70.53559 MIBA		
906390526	GEAR SET: BEVEL, VOITH ANGLE DRIVE TRANSMISSION	EA	92.1899.13				
906390608	HARNES, WIRING: TRANSMISSION 731H/HTB748	EA	59.2086.10				
906390662	SPACER, TRANSMISSION: DRIVE GEAR, VOITH	EA	23045385				
906390678	BASE: BREATHER HOUSING, VOITH TRANSMISSION (GR5, IT37)	EA	54.6720.10				
906390700	KIT: SOFTGOODS, OVERHAUL, V700 SERIES TRANSMISSION, CONTAINS GASKET, SEAL	EA	H59211811				
906390740	SHAFT, TRANSMISSION: OUTPUT RETARDER, VR731RH ALLISON	EA	29502309				
906390757	HOUSING, TRANSMISSION: FRONT STATOR, VR731RH	EA	29501225				
906390758	RING, TRANSMISSION: HOOK RETARDER SEAL, VR731RH	EA	29501227				
906390760		EA	29501231				

906390762	GASKET,TRANSMISSION:STATOR HOUSING,VR731RH RETARDER	EA	29501233					
906390763	GASKET,TRANSMISSION:REAR STATOR HOUSING,VR731RH	EA	29501239					
906390765	GASKET,TRANSMISSION:VALVE BODY,VR731RH RETARDER	EA	29501241					
906390768	SPRING,TRANSMISSION:RETARDER VALVE ASSEMBLY,VR731RH	EA	29501246					
906390772	SPRING,TRANSMISSION:RETARDER VALVE ASSEMBLY,VR731RH	EA	29501255					
906390784	SHIM,TRANSMISSION:THK0.003 IN,FITS VR731RH	EA	29511889					
906390786	SHIM,TRANSMISSION:THK0.01 IN,FITS VR731RH	EA	29511890					
906390787	PLATE,TRANSMISSION:OIL,VR731RH	EA	29511892					
906390788	PLATE,TRANSMISSION:OIL DAM,VR731RH	EA	29511893					
906390790	TUBE,TRANSMISSION:FITS OILER VR731RH	EA	29511897					
906390792	GASKET,TRANSMISSION:ADAPTER,VR731RH	EA	29511900					
906390793	LUBRICATOR:TLD VR731RH TRANSMISSION	EA	29511902					
906390795	DOWEL:TRANSMISSION, VR731RH	EA	29515908					
906390796	DOWEL:TRANSMISSION, VR731RH	EA	29515909					
906390807	WASHER:BULKHEAD CONNECTOR,TRANSMISSION ALLISON	EA	23016303					
906550005	SCREW,MACHINE:#14 DIA,1/2 IN LG,B400 TRANSMISSION	EA	141445					
906550009	BOLT,MACHINE:10MM DIA,1.5MM,35MM LG,B400 TRANSMISSION	EA	11514355					
906550010	BOLT,MACHINE:10MM DIA,1.5MM,30MM LG,B400	EA	11515393					
906550024	SHIM,TRANSMISSION:SELECTIVE,THK1.08MM (0.04 IN),B400 TRANS	EA	29503221					
906550026	SHIM,TRANSMISSION:SELECTIVE,THK1.62MM (0.06 IN),B400	EA	29503223					
906550046	PLATE,TRANSMISSION:CLUTCH REACTION,B400	EA	29536346					
906550058	BUSHING,TRANSMISSION:75.15MM ID,B400	EA	29533975					
906550067	BUSHING,TRANSMISSION:43.104MM ID,B400	EA	29531004					
906550073	O-RING:47.22MM ID,B400 SUMP	EA	12092195					
906550083	RECEPTACLE-SUMP B400	EA	29544002					
906550087	FOLLOWER:BACKSHELL,SUMP B400	EA	29514042					
906550090	STANDOFF:B400 WIRING HARNESS	EA	29516327					
906550092	TIE,CABLE:SUMP,B400	EA	29519134					
906550114	KIT:SOFTGOODS,B400,CONTAINS GASKET,SEAL	EA	29541742					
906550122	SPRING,TRANSMISSION:CONVERTOR REGULATOR,B400	EA	29507456					
906550145	RING,TRANSMISSION:SEAL,LOCKUP PISTON	EA	29503197					
906550162	SHIM,TRANSMISSION:CONVERTOR SELECTIVE,THK0.254MM	EA	29502275					
906550167	TURBINE:ASSEMBLY,B400 TRANSMISSION	EA	29503979					
906550192	RING,RETAINING:EXTERNAL,ROTATING CLUTCH	EA	29505891					
906550193	RING,PISTON:SEAL,101.06MM ID	EA	29546154					
906550199	PISTON,TRANSMISSION:ALLISON 29537755 ROTATING C1 CLUTCH	EA	29537755					
906550202	GEAR,PLANETARY:B400	EA	29503066					
906550210	PLATE,TRANSMISSION:C1 CLUTCH ROTATING B400	EA	29536343					
906550211	PLATE,TRANSMISSION:FRICITION,B400	EA	29536335					
906550212	PLATE,TRANSMISSION:BACKING,B400, ROTATING CLUTCH	EA	29539665					
906550213	PLATE,TRANSMISSION:FRICITION,B400	EA	29536334					
906550214	PLATE,TRANSMISSION:REACTION,C2 CLUTCH ROTATION B400	EA	29536344					
906550215	PLATE,TRANSMISSION:PRESSURE,C1 CLUTCH ROTATING B400	EA	29534574					
906550224	GEAR,PLANETARY:SUN ASSEMBLY,B400 TRANS	EA	29503084					
906550230	GASKET,TRANSMISSION:ADAPTER HOUSING,B400 RETARDER	EA	29537867					

906550235	PLATE,TRANSMISSION:SEPARATOR,B400	EA	29535231					
906550244	SPRING,TRANSMISSION:AIR VALVE BODY,3900,4200,4300,B400,IDI & ID3	EA	29538462					
906550248	SPRING,TRANSMISSION:VALVE BODY,3900,4200,4300,B400,IDI & ID3	EA	6885065					
906550272	MAGNET:-FILTER,MAIN CONTROL	EA	29535617					
906580067	BOLT:TIE ROD,ACCUMULATOR B400	EA	29527004					
906580068	CAP:END,STEEL,ACCUMULATOR	EA	29527005					
906580069	CAP:END,STEEL,ACCUMULATOR	EA	29527006					
906580070	PISTON,TRANSMISSION:ACCUMULATOR B400	EA	29527007					
906580091	PROTECTOR:CHANNEL WIRE,FITS CONTROL VALVE B400 TRANSMISSION	EA	29529973					
911580492	SEAL,AXLE:REAR WHEEL	EA	30202504az	CR#47697				
914420006	BREATHER:REAR AXLE HOUSING,FLX/ORION	EA	MR-70947	5960466			2257165	
914570001	PLUG,DIFFERENTIAL:MAGNETIC DRAIN,6,ORION	EA	F0202523DU					
914570002	GASKET,DIFFERENTIAL:MAGNETIC DRAIN PLUG,6,ORION	EA	F0202523DS					
914570007	SCREW:ORION VI DIFFERENTIAL TO REAR AXLE HOUSING ASSEMBLY	EA	F0202523DC					
914570012	PLATE:LOCKING,REAR AXLE HOUSING ORION VI	EA	F0202523DN					
914570015	NUT,LOCK:ORION VI BUS, REAR AXLE, DIFFERENTIAL HOUSING YOKE ASSEMBLY	EA	40X1233	6314136			F0202523DY	
914570027	SCREW,CAP:HEX SOCKET HD,RH AND LH SIDES ORION VI LOW FLOOR AXLE	EA	F0202523AS					
906550224	GEAR,PLANETARY:SUN ASSEMBLY,B400 TRANS	EA	29503084					
906550230	GASKET,TRANSMISSION:ADAPTER HOUSING,B400 RETARDER	EA	29537867					
906550235	PLATE,TRANSMISSION:SEPARATOR,B400	EA	29535231					
906550244	SPRING,TRANSMISSION:AIR VALVE BODY,3900,4200,4300,B400,IDI & ID3	EA	29538462					
906550248	SPRING,TRANSMISSION:VALVE BODY,3900,4200,4300,B400,IDI & ID3	EA	6885065					
906550272	MAGNET:-FILTER,MAIN CONTROL	EA	29535617					
906580067	BOLT:TIE ROD,ACCUMULATOR B400	EA	29527004					
906580068	CAP:END,STEEL,ACCUMULATOR	EA	29527005					
906580069	CAP:END,STEEL,ACCUMULATOR	EA	29527006					
906580070	PISTON,TRANSMISSION:ACCUMULATOR B400	EA	29527007					
906580091	PROTECTOR:CHANNEL WIRE,FITS CONTROL VALVE B400 TRANSMISSION	EA	29529973					
911580492	SEAL,AXLE:REAR WHEEL	EA	30202504az	CR#47697				
914420006	BREATHER:REAR AXLE HOUSING,FLX/ORION	EA	MR-70947	5960466			2257165	
914570001	PLUG,DIFFERENTIAL:MAGNETIC DRAIN,6,ORION	EA	F0202523DU					
914570002	GASKET,DIFFERENTIAL:MAGNETIC DRAIN PLUG,6,ORION	EA	F0202523DS					
914570007	SCREW:ORION VI DIFFERENTIAL TO REAR AXLE HOUSING ASSEMBLY	EA	F0202523DC					
914570012	PLATE:LOCKING,REAR AXLE HOUSING ORION VI	EA	F0202523DN					
914570015	NUT,LOCK:ORION VI BUS, REAR AXLE, DIFFERENTIAL HOUSING YOKE ASSEMBLY	EA	40X1233	6314136			F0202523DY	
914570027	SCREW,CAP:HEX SOCKET HD,RH AND LH SIDES ORION VI LOW FLOOR AXLE	EA	F0202523AS					

914570038	GEAR, PLANETARY:RING ASSEMBLY,ORION VI LOW FLOOR REAR AXLE	EA	FO202523DB					
914570040	GEAR,HELICAL:ORION VI LOW FLOOR REAR AXLE	EA	FO202523QA					
914570041	WASHER:THRUST,ORION VI LOW FLOOR REAR AXLE, HELICAL GEARCASE DRIVE ASSEMBLY	EA	FO202523EZ					
914570042	PIN,ROLL-ADJUSTMENT RING HELICAL GEAR CASE ASSEMBLY,ORION VI LOW FLOOR REAR AXLE	EA	FO202523EY					
914570043	O-RING:OUTER HELICAL GEAR CASE ASSEMBLY,ORION VI LOW FLOOR REAR AXLE	EA	FO202523EV					
914570044	PLUG,DIFFERENTIAL:EXPANSION,HELICAL GEAR CASE ASSY, ORION VI LOW FLOOR REAR AXLE	EA	FO202523EP					
914570045	O-RING:INNER IDLER SUPPORT PIN HELICAL GEAR CASE ASSEMBLY,ORION VI LOW FLOOR REAR AXLE	EA	FO202523EM					
914570046	O-RING:OUTER IDLER SUPPORT PIN HELICAL GEAR CASE ASSEMBLY,ORION VI LOW FLOOR REAR AXLE	EA	FO202523EL					
914570048	GEAR,HELICAL:ORION VI LOW FLOOR REAR AXLE	EA	FO202523ED					
914570050	SCREW,CAP:HEX SOCKET HD,RH AND LH SIDES ORION VI LOW FLOOR	EA	FO202523AR					
914570053	YOKE:REAR END PINION ASSEMBLY,ORION VI LOW FLOOR	EA	FO202523DW					
914570058	GEAR,HELICAL:ORION VI LOW FLOOR REAR AXLE ASSEMBLY	EA	6332543	FO202523ER				
914580022	BOLT,DIFFERENTIAL:ORION GEAR TO CASE	EA	E0202502BA					
914580030	NUT:DIFFERENTIAL ASSEMBLY,ORION	EA	E0202502BC					
915570002	SHAFT,AXLE:REAR HUB AND DRUM ASSEMBLY,ORION V	EA	FO202523FX					
915570005	AXLE,BUS:SHORT LEFT HAND REAR DRIVEN FINISH SHAFT,ORION VI LOW FLOOR	EA	FO202523GZ					
915570018	DOWEL:5/8 IN ID,AXLE	EA	1246D290					
915700005	SHAFT,AXLE:LEFT HAND REAR,NEW FLYER	EA	SA88700556	6500002				
915700006	KIT:AXLE,ABS SENSOR,CONTAINS HARDWARE, RING,BRACKET	EA	6358593	SA86030134				
921550011	ASSEMBLY:REAR/MID BRAKE SHOE AND LINING MODULE,ECU:ORION II	ST	4592A-CM24T-STD	4592A-MB5T-STD/493-4592-30E10				
921590015	ADJUSTER,SLACK:LEFT CENTER,5431-5452,NEW FLYER	EA	051231504					
921720005	SCREW,CAP:4294, 4368,BUS FRONT STEER AXLE AIR DISC BRAKE	EA	419-79228					
931580007	END,STEERING:RIGHT HAND CURBSIDE TIE ROD DRAGLINK ASSEMBLY,2300, 2400, 2800, 3700, 5400, 6K,NEW FLYER BUSES	EA	15x1796					
932390020	END,STEERING:LEFT HAND ROADSIDE TIE ROD DRAG LINK ASSEMBLY,1-1/4 IN TAPER DIA X 1-1/4 IN ROD THD,FITS ORION	EA	070515	R230070				
932390021	WASHER:SPACING,0.015 IN THK,FRONT AXLE LEFT HAND/RIGHT HAND STEERING KNUCKLE	EA	0403501	6324964	A231441297	L24SV820ZD16	R230071	
932390105	WASHER:SPACING,0.005 IN THK,STEERING KNUCKLE	EA	2489659	97-4136-00217	AD102504KE			
932390108	HOSE,STEERING:FRONTAXLE EXTENSION LUBE,ORION VI LOWFLOOR	EA	2489661	97-4136-00215	97-4136-215			
932570003	NUT,SLOTTED:TIE ROD ARM,ORION VI LOW FLOOR	EA	060201501					
932570006	BOLT:TORQUE ROD,1-1/4 IN DIA,6-3/4 IN LG,GR 8,THE ORION VI LOW FLOOR	EA	F0102518BM					
932570007	PIN,STEERING:KNUCKLE KING,ORION VI LOW FLOOR	EA	F0102518AQ					
932570008	ARM,STEERING:FRONT LEFT HAND SPINDLE,ORION VI LOW FLOOR	EA	F0102518AS					
932570009	KEY:TIE ROD,ORION VI LOW FLOOR	EA	313317916	F01025188Q				
932570010		EA	F0102518BL					

932570012	NUT, HEX: 1-3/4 IN DIA, 12 UNC	EA	1227S1527	6329676	F01012518AU		
932570020	ARM, STEERING: FRONT LEFT TIE ROD SPINDLE, ORION VI LOW FLOOR	EA	F0102518BJ				
932570021	ARM, STEERING: FRONT RIGHT TIE ROD SPINDLE, ORION VI LOW FLOOR	EA	3133Q7973	F0102518BK			
932570023	NUT: DRAW KEY, ORION VI LOW FLOOR L/R SPINDLE	EA	A0102502ER				
932570026	NUT, LOCK: STOP SCREW, L/R SPINDLE F/ ORION VI LOW FLOOR	EA	BS-4204610				
932570027	KEY: UPPER DRAW, ORION VI LOW FLOOR L/R SPINDLE	EA	C0101501FH				
932570029	SCREW: TOP STOP, ORION VI LOW FLOOR L/R SPINDLE	EA	C0101501RU				
932570030	KEY: LOWER DRAW, ORION VI LOW FLOOR L/R SPINDLE	EA	C0101501FJ				
932570034	SHAFT, STEERING: ORION VI	EA	060431041	20710001			
932580036	WHEEL, STEERING: NON-PADDED THREE SPOKE, 22 IN, BLACK, BUSES ORION V, VI AND VII	EA	050410401				
932700016	ARM, STEERING: LEFT HAND TIE ROD, NEW FLY	EA	6329660				
932700019	ARM, STEERING: RIGHT HAND TIE ROD	EA	6329661				
932700022	ROD, LATERAL: FRONT AXLE, 2300, 2400, 2800, 3700, 5400, 6001-6050, 6101-6217, 6301-6610, BUSES	EA	018151	070.360.068.800	07036006880		
933570002	END, STEERING: LEFT HAND TIE ROD FRONT AXLE ASSEMBLY, ORION VI	EA	R230134				
933570004	END, STEERING: RIGHT HAND TIE ROD ASSEMBLY, ORION VI FRONT AXLE	EA	R230133				
934390022	GEAR, STEERING: IDLER, CUMMINS ENGINE HYDRAULIC PUMP	EA	3038996				
934560002	COLUMN, STEERING: ASSEMBLY	EA	9204244SA	6359636			
934570001	PUMP, POWER STEERING: ORION VI	EA	A0720534AA				
934580003	ELBOW, TUBE: POWER STEERING PUMP, 45 DEG, 3900-4400, ORION V LUK INST	EA	BS-6137112				
935390012	COUPLING, SHAFT: DRIVE GEAR, 4K, 9819-9835, METRO FLX SERIES 50 POWER STEERING	EA	5143616				
935560002	ARM, STEERING: GEAR/PITMAN ASSEMBLY, ORION VII	EA	070431508	M110PCS32	M110PCS32		
935580002	KIT: STEERING BOX, STEERING SEAL, REBUILD, ORION V BUS, 2100-2231	EA	F0431508CA				
935580003	SEAL: SECTOR SHAFT, 2100-2231, ORION V STEERING BOX	EA	A0433904BL				
936580001	HOSE, STEERING: FRONT, ORION POWER STEERING	EA	010408529				
936580002	ELBOW, TUBE: 90 DEG, 9600, ORION POWER STEERING	EA	BS-6136145				
941380003	DRUM, BRAKE: 14.5 IN X 6 IN, FLXIBLE, IKARUS, ORION V	EA	6344407NFA	6348633NFA	64117B		
941550002	ASSEMBLY: WHEEL FRONT LEFT AND RIGHT SIDE HUB AND STUD, 3900, 4200, 5201, 9600, FLX	EA	HFGF00T44				
941570004	GASKET: GASKET: AXLE, WHEEL HUB, FITS ORION VI	EA	A0102507AK				
941570005	RING: WHEEL HUB AND DRUM ASSEMBLY, ORION VI	EA	3237Y1195	6329671	F0102518BW		
941570006	ASSEMBLY: FRONT LEFT AND RIGHT SIDE HUB AND STUD, 2K-2099, ORION	EA	0515911002				
942290002	SEAL, OIL: REAR HUB WHEEL, FITS VARIOUS BUSES, CERTIFICATION VMI	EA	455091	455091 (NAT'L)	48693	48693 (CHI/RAWHI)5960572	2003712
942350001	DRUM, BRAKE: 14.5 IN X 10 IN, FLXIBLE, IKARUS, ORION V	EA	64115B				
942490001	DRUM, BRAKE: 16.5 IN X 10 IN, 5301-5321, NEOPLAN	EA	66871B				
942570002	STUD, WHEEL: AXLE SHAFT DRIVE FLANGE, ORION VI	EA	F0202523FV				
942570003	SEAL, OIL: REAR HUB AND DRUM WHEEL ASSEMBLY, FITS ORION VI, CERTIFICATION VMI	EA	A1205V2492				

942570005	ASSEMBLY:REAR HUB, CUP AND DRUM,ORION VI	EA	F0202523FR						
942570006	DRUM,BRAKE:16.5 IN X 8.63 IN,ORION VI	EA	64053B						
943570001	NUT:FLANGED ASSEMBLY,22MM DIA,1.5MM	EA	1227Z1378	179935		F0102518BV			
943570002	STUD,WHEEL:SINGLE ENDED SERRATED,22MM DIA-1.5MM X 3.34 IN OAL	EA	09001988	F0102518BU					
952580003	PIN,SUSPENSION:UPPER FRONT SHOCK,ORION	EA	050134401						
952580011	SADDLE	EA	010231122						
955390003	BUSHING,SUSPENSION:REAR TRUNNION,METRO FLX	EA	97-2263-00001	MR-6565					
955550003	MODULE,SUSPENSION:KNEELING ASSEMBLY	EA	071210530						
955560001	ROD,SUSPENSION:TORQUE FRONT,LOWER ORION	EA	060131506						
955560006	BUSHING,SUSPENSION:REAR AXLE TORQUE ROD BAR ASSEMBLY,2501-2685, 2701-2730, 3001-3035,BUSES	EA	6347664	938950		G0231506AB			
955560007	ROD,RADIUS:BOTTOM REAR AXLE ASSEMBLY,2501-2685, 2701-2730, 3001-3035,BUSES	EA	070231526	938970AF					
955570004	STUD:SHOCK ABSORBER,ORION VI	EA	060231054						
955570006	BRACKET,SUSPENSION:TORQUE ROD,FITS ORION VI LOW FLOOR FRONT AXLE,CERTIFICATION VMI	EA	F0102518AP						
955570008	VALVE,AIR:REAR LEFT HAND LEVELING,ORION VI	EA	061210535						
955570009	VALVE,AIR:FRONT LEVELING,ORION VI	EA	061210520						
955570011	VALVE,AIR:REAR RIGHT HAND LEVELING,ORION VI	EA	061210534	ORION					
955570013	BRACKET,SUSPENSION:AIR RIDE,ORION BUS CURBSIDE	EA	F0102518AC						
955580004	ROD,RADIUS:CURVED REAR AXLE,28-3/4 IN,ORION BUS	EA	010235502						
955580019	ROD,RADIUS:NON-ADJUSTABLE REAR,24 IN,ORION	EA	010235501	942090					
955580022	BUMPER,SUSPENSION:REAR AXLE ASSEMBLY,ALL ORION	EA	010201041						
955580029	SCREW:FRONT AXLE SUSPENSION,1 IN DIA,14 UNF,5-1/2 IN LG,HEX HD,GR 8,3900-4400,ORION V	EA	6371193	BS-4132308					
955580033	LINK,SUSPENSION:FRONT LEVELING VALVE,7 IN,ORION V BUSES	EA	011224003						
955580034	VALVE,AIR:FRONT KNEELING,3900-4412, 2100-2231,ORION V	EA	051210518						
955600003	ABSORBER,SHOCK:FRONT/CENTER/REAR AXLES,FITS IKARUS,CERTIFICATION VMI	EA	416.00-3214-700	SAC125748					
957570001	STUD:SUSPENSION AIR RIDE BRACKET,ORION BUS	EA	2297Y7253	6332462		F0102518AF			
961550001	GASKET:FAN DRIVE P/S HYDRAULIC PUMP ASSEMBLY,2400, 2800, 3700, 5400, 6K,NEW FLYER BUS	EA	23516101						
961550002	SPROCKET:HYDRAULIC PUMP DRIVE COUPLING	EA	23519914						
961550004	PUMP,POWER STEERING:	EA	050720515	155DB03H05XD19					
962580003	GASKET,HYDRAULIC:RESERVOIR LID,16 IN X 9 IN,3900-4400,ORION V	EA	9990000642						
968550001	HOSE,HYDRAULIC:WHEELCHAIR RAMP HYDRAULIC	EA	072201055						
968560002	HOSE,HYDRAULIC:#16,12-1/2 IN LG,FITS RESERVOIR TO MANIFOLD FAN DRIVE,CERTIFICATION VMI	EA	070916580	6394668					
968560003	HOSE,HYDRAULIC:#4,65-1/4 IN LG,RESERVOIR TO SAMPLE PORT	EA	070904528						
968560004	HOSE,HYDRAULIC:#6,73-1/2 IN LG,RESEVOIR TO FAN DRIVE	EA	070906002						
968560005	HOSE,HYDRAULIC:#10,43 IN LG,HYDRAULIC PUMP TO BULKHEAD	EA	070910544						
968560007	HOSE,HYDRAULIC:#16,72 IN LG,RESERVOIR TO FAN DRIVE	EA	070916008						
968560008	HOSE,HYDRAULIC:59-1/2 IN LG,BULKHEAD TO STEERING BOX	EA	070908511						
968560009	HOSE,HYDRAULIC:#10,58 IN LG,BULKHEAD TO STEERING BOX	EA	BS-2612810						

968560010	HOSE, HYDRAULIC: #8, 41 IN LG, BULKHEAD TO HYDRAULIC PUMP	EA	070908549				
968560014	HOSE, HYDRAULIC: #8, 11.7 IN LG, BULKHEAD TO STEERING SILENCER	EA	070908565				
968560015	HOSE, HYDRAULIC: #8, 39-1/2 IN LG, 2701-2730, ORION VII HYDRAULIC PUMP TO RESERVOIR	EA	070908568				
968560016	HOSE, HYDRAULIC: #16, 61 IN LG, HYDRAULIC PUMP TO RESERVOIR	EA	070912081				
968560017	HOSE, HYDRAULIC: #16, 20-1/2 IN LG, HYDRAULIC PUMP TO RESERVOIR	EA	070916002				
968560018	HOSE, HYDRAULIC: #16, 30 IN LG, 2701-2730, ORION VII HYDRAULIC PUMP TO RESERVOIR	EA	070920001				
968560019	HOSE, HYDRAULIC: #8, 59-1/2 IN LG, 3001-3035, ORION VII BULKHEAD TO STEERING BOX	EA	070908554				
968560020	HOSE, HYDRAULIC: #10, 59-1/2 IN LG, 3001-3035, ORION VII BULKHEAD TO STEERING BOX	EA	070910543				
968570001	HOSE, HYDRAULIC: #6, LINE-DRAIN FAN MOTOR	EA	060906531				
968570002	HOSE, HYDRAULIC: #20, LINE SUCTION HYDRAULIC DRAIN PUMP	EA	060920501				
968570003	HOSE, HYDRAULIC: #6, DRAIN LINE HYDRAULIC PUMP	EA	060906532				
968570004	HOSE, HYDRAULIC: #8, DRAIN LINE HYDRAULIC PUMP	EA	060906518				
968570005	HOSE, HYDRAULIC: #6, PWM LINE/FDCA DRAIN MANIFOLD	EA	060906533				
968570006	HOSE, HYDRAULIC: #6, PWM VALVE	EA	060906526				
968570007	HOSE, HYDRAULIC: 2000-2099, ORION VI PWM VALVE	EA	060906526			060906529	
968570008	HOSE, HYDRAULIC: #4, LINE HYDRAULIC PUMP/MAIN CONTROL VALVE	EA	060904505				
968570009	HOSE, HYDRAULIC: #6, LINE HYDRAULIC PUMP TO MAIN CONTROL VALVE	EA	060904505				
968570010	HOSE, HYDRAULIC: #54 IN, STEERING BOX	EA	060910510				
968570011	HOSE, HYDRAULIC: #8, STEERING BOX	EA	060908541				
968570012	HOSE, HYDRAULIC: #16, DRAIN LINE HYDRAULIC PUMP	EA	060916507				
968570013	HOSE, HYDRAULIC: #16, RETURN LINE FAN MOTOR	EA	060916517				
968580001	HOSE, HYDRAULIC: #10, 3900-3950, 4200-4412, ORION V, P/S RETURN	EA	050910513			G5TB10-720AL-STRFJIC	
968580002	HOSE, HYDRAULIC: #20, 900-3950, 4200-4412, 2100-2231, ORION V, L38 SUCTION PUMP TO RESERVOIR	EA	050920524			GMV20-400AL-STRFJICXSHR90FJIC	
968580003	HOSE, HYDRAULIC: #6, 3900-3950, 4200-4412, DAMILER V L38 PUMP DRAIN	EA	050920527			G5TB6-470AL-STRFJICX45FJIC	
968580004	HOSE, HYDRAULIC: 3900-3950, 4200-4412, ORION V PUMP TO PWM VALVE #4	EA	050904579			G5TB4-42.50AL-STRFJIC	
968580005	HOSE, HYDRAULIC: 3900-3950, 4200-4412, ORION V	EA	050803539			G5TB6-870AL-STRFJIC	
968580006	HOSE, HYDRAULIC: 3900-3950, 4200-4412, ORION V P/S RETURN #10	EA	050910559				
968580007	HOSE, HYDRAULIC: #16, 3900-3950, 4200-4412, ORION V, SUCTION PUMP	EA	050916525			G5TB10-117.50AL-STRFJIX	
968580008	HOSE, HYDRAULIC: #16, 3900-3950, 4200-4412, ORION V, FAN MOTOR RETURN	EA	050920526			GMV16-1120AL-STRFJICX45FJIC	
968580009	HOSE, HYDRAULIC: #12, 3900-3950, 4200-4412, ORION V, PRESSURE PUMP TO FAN MOTOR	EA	050920534			G2XH12-1100AL-12X16STRFJIC	

968580011	HOSE, HYDRAULIC: #8, 3900-3950, 4200-4412, ORION V, P/S PRESSURE PUMP	EA	050908513				
968580012	HOSE, HYDRAULIC: #8, 2100-2231, ORION V	EA	050908544				
968580013	HOSE, HYDRAULIC: 2100-2231, ORION V	EA	050906554	6428113			
968580014	HOSE, HYDRAULIC: 2100-2231, ORION V	EA	050908543				
968580015	HOSE, HYDRAULIC: 2100-2231, ORION V P/S RETURN 15 GAL TANK	EA	050910568				
968580016	HOSE, HYDRAULIC: 2100-2231, ORION V P/S SUCTION	EA	050916550				
968580017	HOSE, HYDRAULIC: 2100-2231, ORION V PUMP TO PWM VALVE	EA	050904589				
968580018	HOSE, HYDRAULIC: 2100-2231, ORION V PRESSURE FAN MOTOR	EA	050912542				
968580020	HOSE, HYDRAULIC: 2100-2231, ORION V	EA	050920532				
968710018	HOSE, HYDRAULIC:	EA	279985				
969550002	FLANGE: SPLIT, HYDRAULIC MOTOR FAN DRIVE	EA	AW 50/12, C107				
969560001	RESERVOIR: HYDRAULIC SYSTEM POWER PACK	EA	FP6230	G2201501AD			
969580004	PULLEY: ORION 1550 LUK POWER STEERING PUMP	EA	050722019				
971350326	VALVE: OIL CHARGE ASSEMBLY, FITS VAPOR VAL-597	EA	306-578	2499292			
971380108	RETAINER: CLUTCH, 53096 AIR CONDITIONER	EA	25-631-359	309-671			
971380224	COVER: OIL PUMP, AIR CONDITIONING COMPRESSOR	EA	25-0631-00634	25-631-634	302-150		
971390008	BUSHING, HVAC: PULLEY, FITS AIR CONDITIONER 87-8800 FLX	EA	77-1629				
971390017	SPACER, HVAC: CLUTCH, 8700-8800, AIR CONDITIONER FLX	EA	77-1491				
971390022	SCREW: CLUTCH, FITS AIR CONDITIONER, 8700-8800 FLX	EA	55-5283	77-169			
971390023	KEY: CLUTCH, 1/5 IN LG, 8700-8800, AIR CONDITIONER FLX	EA	55-4982				
971390026	SHAFT, HVAC: FAN, FITS AIR CONDITIONER 8700-8800 METRO FLX	EA	77-1520				
971390028	FAN: ASSEMBLY, 8700-8800, FLX AIR CONDITIONER CONDENSER	EA	78-1115				
971390037	HOSE, AIR CONDITIONING: DISCHARGE, FITS 8700-8800 FLX	EA	97-5666-347	66-4200			
971390042	WHEEL, BLOWER: COUNTER CLOCKWISE FAN, CARBON STEEL, METRO FLX/RTS	EA	77-2519				
971390043	WHEEL, BLOWER: CLOCKWISE, METRO FLX/RTS AIR CONDITIONER	EA	77-2518				
971390044	CRANKSHAFT: AIR CONDITIONER COMPRESSOR, 87-88, FLX	EA	22-586				
971390046	CASING, PUMP: OIL, 8700-8800, METRO FLX AIR CONDITION	EA	22-554				
971390055	DRYER, HVAC: AIR CONDITIONER, 87 FLX	EA	66-4857				
971390056	HEAD, CYLINDER: ALL THERMO KING COMPRESSORS	EA	22-390				
971390061	HOSE, AIR CONDITIONING: DISCHARGE, FITS CUMMINS FLX METRO	EA	66-4556				
971390063	HOSE, AIR CONDITIONING: DISCHARGE, FITS FLX	EA	66-4704				
971390064	HOSE, AIR CONDITIONING: SUCTION, FITS METRO FLX	EA	66-4705				
971390065	VALVE: AIR CONDITIONER, FITS METRO FLX	EA	66-1911				
971390086	GASKET, HVAC: FLARE, 5/8 IN, FITS THERMO-KING AIR CONDITIONER	EA	55-1110				
971390098	RING: EVAPORATOR MOTOR BRUSH ASSEMBLY, FITS FLX AIR COND/X97-13-9024	EA	44-7101				
971390113	PULLEY: PTO, 6.75 IN X 7.75 IN, FITS METRO FLX	EA	77-1863				
971390156	NUT: CLUTCH MOUNTING, THERMO-KING AIR CONDITIONER UNIT	EA	77-1082				
971390207	HOSE, AIR CONDITIONING: DISCHARGE	EA	66-9484				
971390212	VALVE: DRIER OUTLET, 1/2 IN	EA	66-4694				
971390219	HOSE, AIR CONDITIONING: SUCTION, FITS 4001-4104	EA	66-9951				

971400019	PULLEY,HVAC: FITS GILLIG AIR CONDITIONER	EA	77-918				
971420058	VALVE,CHECK:ASSEMBLY, FITS AIR CONDITIONER COMPRESSOR	EA	22-653				
971420078	SCREEN:VARIOUS BUS AIR CONDITIONER COMPRESSOR	EA	22-306				
971420133	GASKET,HVAC:SUCTION VALVE,AIR CONDITIONER	EA	33-2541				
971420203	RING,RETAINING:CLUTCH SNAP,AIR COND COMPRESSOR	EA	55-2717				
971420278	PLATE,CLUTCH:SPACER,AIR CONDITIONER	EA	77-1083				
971420281	CAP,HVAC:VALVE,AIR CONDITIONER SERVICE	EA	66-2296				
971490004	DRYER,HVAC:AIR CONDITIONER,NEOPLAN	EA	306-221				
971490008	HOSE,AIR CONDITIONING:SUCTION,FITS NEOPLAN	EA	66-9688				
971490009	HOSE,AIR CONDITIONING:#12 ORS X 70 IN LG	EA	61-1925				
971550001	VALVE,CHECK:THERMO-KING COMPRESSOR OIL RETURN	EA	22-787				
971550004	SCREEN:OIL SUCTION ASSEMBLY,AIR CONDITIONER COMPRESSOR	EA	22-611				
971550015	WASHER:CLUTCH,AIR CONDITIONER COMPRESSOR	EA	77-2498				
971550059	SEAL,HVAC:SLINGER,VARIOUS AIR CONDITIONER FAN MOTORS	EA	33-1722				
971550096	GAUGE,PRESSURE:SUCTION	EA	61-3549				
971550099	VALVE,EXPANSION:SPLIT EVAPORATOR,R22,THERMO-KING ROOF AIR CONDITIONER UNITS WITH DUAL EVAPORATORS	EA	61-1819				
971550111	BRACKET,HVAC:WIRING HARNESS SUPPORT,AIR CONDITIONER COMPRESSOR	EA	92-5946				
971560007	BELT,HVAC:303 IN LG, FITS A/C COMPRESSOR ORION VII W/JOHN DEERE ENGINES	EA	0713100085	2RSVX1010			
971560011	HOSE,AIR CONDITIONING:CHARGE,JOHN DEERE 2 IN TO 3 IN	EA	050742161	tca-203/303-r			
971560018	SHIM:ROTOR AND SHAFT,BOOSTER PUMP	EA	521434000				
971560019	WASHER,SPRING:WAVY,ROTOR SHAFT	EA	521755000				
971570005	BAR:ASSEMBLY,2000-2099,BELT TENSIONER ORION VI A/C	EA	060713411				
971570011	FAN:CONDENSER,ORION VI MOTOR	EA	77-2535				
971570014	VALVE,EXPANSION:R22,2K 2099,ORION VI R4-MB UNIT	EA	66-79004	66-7904			
971580009	KIT:VALVE,OVERHAUL,ORION	EA	A13055052A				
971580011	CLUTCH,HVAC ASSEMBLY,ORION	EA	77-2098				
971580020	HOSE,AIR CONDITIONING:DISCHARGE,4200-4400	EA	051340421				
971580024	DISPLAY:4200-4400, 3900,THERMO KING AC INTELLIGIAIRE UNITS	EA	41-2008				
971580026	SHAFT,GEAR:IDLER,3900-4400,ORION V AIR CONDITIONER	EA	050501077				
971580029	HOSE,AIR CONDITIONING:SUCTION,2200,ORION V	EA	051345505				
971580031	PULLEY,HVAC:GROOVE28,7.75 IN DIA,2100-2200,ORION V & VI AIR CONDITIONER CLUTCH	EA	77-1752				
971580039	ELBOW:DRAIN SYSTEM,RUBBER,90 DEG,3900-4400,ORION V	EA	011325042				
971580047	KIT:COMPRESSOR,OVERHAUL	EA	954685K				
971580057	VALVE:DEFROSTER,ORION BUS	EA	021351501				
971580059	HOUSING,HVAC:CURBSIDE BLOWER,ALL ORION V BUS T2 THERMO-KING UNITS	EA	98-7361				
971580060	HOUSING,HVAC:ROADSIDE BLOWER,ALL ORION V BUS T2 THERMO-KING UNITS	EA	98-7362				
971750002	COMPRESSOR,REFRIGERATION:AIR CONDITIONER	EA	102-571				
972330091	BLADE,WINDSHIELD WIPER:26 IN LG	EA	53-26				
972350727	BOLT:FASTENING,1 IN LG, FITS FORWARD SEAT FRAME GMC ORION 9600 8S-4175201,CERTIFICATION VMI	EA	2389343				

972390026	DOOR,BUS:FITS AIR CONDITIONER EVAPORATOR 8700-8800	EA	98-2728					
972390347	SCREW,MACHINE:1/4 IN DIA,20 TPI,3/4 IN LG,FLAT PHILLIPS HD,SS	BX	1/4-20 X 3/4	16195				
972390670	CONNECTOR:2 PIN,FITS OCT-DOT ROUTE SIGN LUMINATOR 11793	EA	0080825-003					
972390679	FITTING:HOSE,METRO FLX WINDSHIELD WIPER	EA	97-6044-00001	A1232903DD				
972390791	WASHER:WINDSHIELD WIPER,FITS METRO FLX	EA	3R-34-76	97-2364-00046	A1232901AL			
972390828	WASHER,FLAT:FITS METRO FLX	EA	47-9019-00175	A1232901AE				
972390829	WASHER,SPRING:WINDSHIELD WIPER,5/16 IN ID,METRO FLX	EA	47-9019-00045	2442108				
972391170	KIT:RIVET,RECARO BUS SEAT	EA	30582507					
972391374	WEARSTRIP,GUARD:51,7 IN,FLEXIBLE BUS	EA	WS200-7 PUB TRAN SYS					
972420115	MIRROR,VEHICLE	EA	5958532					
972550008	ASSEMBLY:ASSEMBLY,BUS,REARVIEW,INTERIOR,GMC, FLX BUS	EA						
972550048	KIT:HANDWHEEL,REPAIR,ORION, IKARUS, METRO FLX RECARO	EA	365063					
972550052	AM31 DRIVER SEAT	EA	57321040					
972550057	KIT:FRONT DOOR MOTOR,OVERHAUL,X97-25-8006	EA	OR5110 PUB TRANS SYS					
972550058	BOOT,GUARD:ASSEMBLY,S1,METRO FLX, ORION V	EA	WS300-4 PUB TRAN SYS					
972550061	WEARSTRIP,GUARD:S1,4 IN,ORION VI & NABI	EA						
972550066	BOOT,GUARD:S1,ORION VI & NABI ARTIC PUBLIC	EA						
972550174	TRANSPORTATION SYSTEM	EA	G11110 PUB TRANS SYS					
972560003	PLATE,LEGEND:LED MODULE,2100-2231, 2000-2099,ORION V, VI	EA	061038021					
972560006	DRIVER DASH INDICATOR LIGHTS	EA	05104606					
972560018	ROD,WELDING:SS,BATTERY HOLD DOWN	EA						
972560023	MIRROR,VEHICLE, ASSEMBLY:ENTRANCE DOOR,BUS,CONVEX,2800,	EA	276215	A6011NF-2				
972560027	3700, 5400, 6K,NEW FLYER BUS	EA	071825542	6414871				
972560028	DOOR,BUS:BUMPER ASSEMBLY	EA	071825537					
972560031	DOOR,BUS:SIDE RADIATOR ASSEMBLY	EA	071815048	71815048n6733h				
972560032	PANEL,BODY:DOOR CURBSIDE	EA	6352084	R20020001AXA				
972560033	BUMPER:FRONT CORNER MODULE	EA	979209999-23	A18059151C				
972560035	RING,RETAINING:UPPER DOOR ROLLER	EA	59010583-01	G18055038A				
972560037	ROLLER:UPPER FRONT DOOR,ORION VII	EA						
972560038	RAIL,BODY:RUB ASSEMBLY,CURBSIDE & ROADSIDE EXTERIOR	EA	071510507					
972560029	PANELS	EA						
972560031	RAIL,BODY:RUB,EXTERIOR,60 IN LG,FITS CURBSIDE & ROADSIDE	EA	071510029					
972560032	EXTERIOR PANEL	EA						
972560033	RAIL,BODY:57.25 IN LG,FITS CURBSIDE/ROADSIDE EXTERIOR	EA	071510032					
972560035	PANELS	EA						
972560037	PLATE,BODY:BACKING,ROADSIDE/CURBSIDE EXTERIOR PANELS	EA	071510032	071510033				
972560038	RAIL,BODY:RUB,37.12 IN LG,CURBSIDE & ROADSIDE EXTERIOR	EA						
972560039	PANELS	EA	071510031					
972560042	PLATE,BODY:PIVOT ASSEMBLY	EA	240083					
972560043	BRACKET,BODY:STANDOFF	EA	072123401	BLRCK-100514				
972560044	RECEIVER:	EA	071515041					
972560045	BOOT,GUARD:S1,RUBBER	EA	071515042					
972560046	FLAP,MUD:FRONT RIBBED CENTER	EA	071515038					
972560047	FLAP,MUD:FRONT RIBBED CURB SIDE	EA	071515039					
972560048	FLAP,MUD:FRONT RIBBED ROAD SIDE	EA	071515040					
972560049	FLAP,MUD:FRONT	EA	071515501					

972560047	VALVE,CHECK: FITS WINDSHIELD WASHER	EA	020502042	454389	6423401		
972560054	HANDLE: BATTERY LATCH	EA	051046452				
972560055	DOOR, BUS: SURGE TANK ASSEMBLY	EA	071850501				
972560056	DOOR, BUS: ASSEMBLY	EA	071846512				
972560057	BUMPER, BUS: MODULE, REAR ROADSIDE	EA	G1505502AB	S00771201AXA			
972560058	BUMPER, BUS: REAR CURBSIDE MODULE	EA	G1505502AC	S00781201AXA			
972560059	BUMPER, BUS: FRONT ASSEMBLY, BLACK	EA	071501502	A02020003AXA			
972560060	MODULE, BUMPER: FRONT CORNER	EA	R20011001AXA				
972560061	EXTENSION: CURBSIDE BUMPER	EA	071815526				
972560064	PANEL, BODY: TAIL LIGHT CURBSIDE	EA	071821512				
972560065	PANEL, BODY: EXHAUST COMPARTMENT DOOR	EA	071980001				
972560066	VALVE, SOLENOID: 28VDC	EA	73X00941GM-28VDC				
972560067	KIT: SEAT BELT, ORION VII, CONTAINS 2PT W/ SWITCH AM80	EA	30873707E	E2002611AV			
972560068	DOOR, BUS: BATTERY COMPARTMENT ASSEMBLY	EA	071831531	6418171			
972560071	SEAL, BODY: FRONT DOOR TRAILING, ORION VII BUS	EA	G1805505AN				
972560235	PIVOT, DOOR: ASSEMBLY, CURBSIDE	EA	50336077	50336077-01	G1810531AE	G181053AE	
972570002	RUBRAIL, LOWER, ORION 6 - ITEM NO LONGER NEEDED AT STORE # 134	EA	BS2600121				
972570004	CAP, BODY: FORWARD END, EXTERIOR, ORION 6 RUB RAIL	EA	061510004				
972570010	COVER, BODY: RUB RAIL, KYDEX, ORION VI ROADSIDE	EA	061510030				
972570011	MOUNT: EXTERIOR UPPER RUB RAIL, ORION VI ROADSIDE & CURBSIDE	LG	BS2280209				
972570012	MOUNT: EXTERIOR LOWER RUB RAIL, ORION VI ROADSIDE & CURBSIDE	LG	BS2280210				
972570025	VISOR, SUN: DRIVERS, 36 IN, ORION VI	EA	011685505				
972570033	ARM: AFT SHAFT ASSEMBLY, ENTRANCE DOOR	EA	061804508				
972570035	PANEL, BODY: DOOR ASSEMBLY	EA	061804503				
972570036	PANEL, BODY: DOOR ASSEMBLY	EA	061804502				
972570037	ARM: FORWARD SHAFT ASSEMBLY, ENTRANCE DOOR	EA	061804509				
972570038	DOOR: FWD EXIT PANEL ASSEMBLY	EA	061814519				
972570043	PIVOT, DOOR: AFT LOWER	EA	061804504				
972570044	PIVOT, DOOR: LOWER FWD	EA	061804505				
972570053	DOOR: EXIT PANEL ASSEMBLY	EA	061814520				
972570058	SEAL, BODY: FRAME EXIT DOOR	EA	061810006				
972570062	BRUSH, DOOR: LOWER INNER FWD ENTRANCE ASSEMBLY	EA	061804514				
972570078	PANEL, BODY: CURB SIDE SEAT TRIM	EA	E2027552AH				
972570080	PANEL, BODY: ROAD SIDE SEAT TRIM	EA	E2027552AG				
972570090	ANGLE, FRAMING: RR ENG ACCESS DOOR	EA	061820045				
972570100	TAPE: DOUBLE SIDED STICKY, 1 IN, 2K-2200, ORION V	EA	BS-8400297				
972570108	PANEL, CONTROL: DRIVERSIDE	EA	061004026				
972570109	DUPLICATE ITEM - USE 972-58-0374	EA	061505002				
972570111	WINDOW, BUS: LEFT HAND RECTANGULAR EGRESS ASSEMBLY, ORION 6	AY	061920553				
972580003	VALVE, RELIEF: THERMO, HYDRAULIC ORION	EA	010717502				
972580016	STUD: SEAT PAN, ORION	EA	111759000	66-111759000			
972580018	CAP, BODY: END, ORION REQUIRE 2 PER BUS, RUB RAIL WINDSHIELD	EA	011510048				
972580019	EXTRUSION, BODY: VERTICAL TRIM, ORION	LG	051509001				

972580020	EXTRUSION,BODY:ALUM,ORION ROADSIDE RUB RAIL	LG	051513002	BS-2280113			
972580022	MOLDING,BODY:WINDSHIELD,ALUM,ORION	LG	BS2280114				
972580023	MOLDING,BODY:VINYL,ORION WINDSHIELD UNDER, REQUIRE 10 FT PER BUS 1 LG = 12 FT	LG	BS2600106				
972580024	MOLDING,BODY:SIDE GUARD RUB RAIL,RUBBER,ORION	LG	051513029				
972580028	COVER,BODY:THROTTLE TREADLE,ORION	EA	A1222510AJ				
972580033	DOOR,BUS:ELECTRICAL COMPARTMENT ASSEMBLY,ORION	EA	0518400401				
972580035	STRUCTURE:FRONT BUMPER,ORION	EA	E1501501AC				
972580036	MODULE,BUMPER:HALF,FRONT,ORION R6023A-ROMEO RIM	EA	R6023A-ROMEO RI	E1501501AB	R6023A	R6023A	R6023A ROMEO RIM
972580038	GASKET:FRONT & REAR CLEARANCE LIGHT,ORION	EA	051015001				
972580062	DOOR,BUS:ACCESS,FITS ORION 4200-4400 102 IN WD X 40 FT LG 9600 BUS	EA	051850001				
972580065	STUD:1/4 IN TURN,4200-4400, 9600,102 IN WD X 40 FT LG ORION V FILTER DRIVE	EA	85-11-200-20	SOUTHCO			
972580068	PANEL,BODY:ROADSIDE SKIRT,65-9/16 IN,ORION V BUS	EA	051855018				
972580073	SCREW,MACHINE:5/16 IN DIA,UNC,1-1/4 IN LG,ALUM,ORION V RUBBER FENDER	EA	85-415-2693				
972580076	DOOR,BUS:WINDSHIELD WASHER FILLER ACCESS ASSEMBLY,4200-4400, 9600,102 IN WD X 40 FT LG ORION	EA	051860001				
972580077	HINGE:DOOR ASSEMBLY,ORION V SURGE TANK	EA	051850401				
972580079	HINGE:WINDSHIELD WASHER FILLER DOOR ASSEMBLY,4200-4400, 9600,102 IN WD X 40 FT LG ORION V	EA	051860401				
972580082	HINGE:FUEL/OIL FILLER DOOR ASSEMBLY,4200-4400, 9600,102 IN WD X 40 FT LG ORION V	EA	011845401				
972580086	SKIRT:PANEL,4200-4400, 9600,102 IN WD X 40 FT LG ORION C/S	EA	051855052				
972580088	PANEL,BODY:FRONT EXIT DOOR SKIRT,88 IN,ORION	EA	051855054				
972580100	PANEL-FORWARD DOOR ASSEMBLY,1/BUS ORION	EA	E1805951AC				
972580107	BRACKET,BODY:SUN VISOR MOUNTING,ORION	EA	051680003	05168003			
972580109	BOLT,MACHINE:	EA	BS-4162001				
972580114	ROD,CONNECTING:ASSEMBLY,16-1/8 IN,REAR DOOR ORION	EA	E1811910BB				
972580115	VALVE,WIPER CONTROL ASSEMBLY,ORION	EA	E1232904AA	K-150-3			
972580117	MOTOR,WINDSHIELD WIPER:RIGHT HAND,ORION	EA	A20/12001/2	SPRA	E1232903GG		
972580118	MOTOR,WINDSHIELD WIPER:LEFT HAND,ORION	EA	E1232903H		E1232903HH		
972580119	ADAPTER:FAN MOTOR HUB,ALUM,ORION BUSES	EA	010803137				
972580126	PANEL-LOWER RIGHT HAND RADIATOR ACCESS ASSEMBLY,ORION DOOR W/ SCREEN	EA	051825408				
972580136	BRACKET,BODY:PROTECTION,DIMMER SWITCH ORION HEAD LAMP	EA	011715026				
972580139	HOSE,HYDRAULIC:	EA	050904502				
972580140	HOSE,HYDRAULIC:FAN MOTOR	EA	050910501				
972580141	HOSE,HYDRAULIC:78 IN LG,FILTER	EA	050910502				
972580142	HOSE,HYDRAULIC:	EA	050906501				
972580143	HOSE,HYDRAULIC:84 IN LG	EA	050908501				
972580146	BRACKET,BODY:REAR BUMPER MOUNTING,ORION	EA	011502402				
972580147	BUMPER,BUS:REAR ASSEMBLY,102 IN ORION BUS	EA	051505512	A01080003AXA	A01080003AXA R RIM		
972580149	LATCH,DOOR:REAR ACCESS,PADDLE,ORION	EA	051820501				
972580150	HINGE:ELECTRICAL COMPARTMENT FRONT DOOR,4 FT LG,RUBBER,FITS ORION	LG	BS-2600 101	BS-2600-101			

972580151	HINGE:RUBBER,ORION COMPARTMENT DOOR	LG	85-2600102					
972580154	FLAP,MUD:REAR WHEEL,L.H ORION	EA	051515053					
972580155	FLAP,MUD:REAR WHEEL,R.H ORION	EA	051515052					
972580157	HOLDER:BEARING,ORION BUS EXIT DOOR	EA	011807420					
972580158	SEAL,BODY:SENSITIVE EDGE SMOOTH EXIT DOOR,ORION BUS FLEET	EA	011807422					
972580179	HANDLE:T-CLAMP,ORION BATTERY	EA	011008424					
972580183	DIFFUSER,AIR:DRIVER OVERHEAD	EA	011612505					
972580185	EYELET:BELLCORD	EA	011625017					
972580187	LATCH:SPRING	EA	011630510					
972580192	BRACKET,BODY:BATTERY DOOR FORMED	EA	011830031					
972580195	COVER,BODY:UPPER STEERING RING SHAFT	EA	050410001					
972580196	DIFFUSER,AIR:FRONT DRIVERS PANEL	EA	051315401					
972580197	COVER,BODY:WINDSHIELD WIPER ACCESS	EA	051526001					
972580201	SEAL,BODY:EXIT DOOR,ORION	EA	051810014					
972580203	DOOR:MOTOR REAR,FITS ORION	EA	051820418					
972580204	DOOR,BUS:FITS WHEEL CHAIR COMPARTMENT	EA	051827403					
972580205	DOOR:BATTERY PANEL,35-1/2 IN WD	EA	051830401					
972580209	SLIDE:RIGHT HAND FULL EGRESS ASSEMBLY	EA	051915517					
972580210	SLIDE:LEFT HAND FULL EGRESS ASSEMBLY	EA	051915518					
972580211	DOOR,BUS:AIR INTAKE,FITS ORION	EA	051975407					
972580212	DOOR,BUS:EXHAUST COMPARTMENT	EA	051980401					
972580217	RING,RETAINING:WIND SHIELD WIPER LINK	EA	A 123 2901 EC	A1232901EC				
972580218	LINK,WINDSHIELD WIPER:LEFT HAND	EA	A 123 2901 HH	38-34-69 (mci #)				
972580225	SEAL:GLAZING FRONT DOOR,RUBBER,ORION	EA	A1805931 DB					
972580233	STRIP:GLAZINGS,10 FT LG,VINYL	LG	A1915931AB					
972580234	CABLE:ROOF HATCH RETAINING ASSEMBLY	EA	A1940502AL					
972580239	LOCK:WEDGE,50 FT LG,RUBBER	FT	BS-2600120	BS-2600120-50				
972580240	STRIP:WEATHER SEAL,20 FT,BUS	RL	BS-2600138					
972580242	NUT:ROUND PUSH,1/2 IN DIA	EA	BS4221116					
972580243	LEVER,DOOR:SHAFT	EA	C1830501 AC					
972580245	SLIDE:WEARSTRIP,ORION	EA	C1901501 CA					
972580246	CHANNEL,STRUCTURAL:50 FT ROLL LG	FT	C1901501CB					
972580248	SHAFT:RIGHT HAND WINDSHIELD WIPER	EA	E1232903AC	E123 2903 AC				
972580253	SHAFT:LEFT HAND WINDSHIELD WIPER	EA	E123 2903 DC					
972580255	PUMP,WINDSHIELD WASHER:ORION	EA	E 123 2904 AB	E1232904AB	SPRMMW1103			
972580256	MODULE,BUMPER:RIGHT HAND REAR,9600,ORION 50240002AXA	EA						
972580257	MODULE,BUMPER:LEFT HAND REAR,9600,ORION	EA	E1505501AB	R5024-11 ROMEO	F550240002AXA			
972580261	BRUSH,DOOR:BOTTOM BRACKET ASSEMBLY,4200-4400, 9600,102 IN WD X 40 FT LG ORION ENTRANCE DOOR	EA	E1505501AC	E1505501 AC				
972580264	BRUSH,DOOR:TOP BRACKET ASSEMBLY,4200-4400, 9600,102 IN WD X 40 FT LG ORION	EA	E1805907FF					
972580266	ROD,CONNECTING:ASSEMBLY	EA	E1805907KK					
972580268	KNOB:HEIGHT CONTROL VALVE,DRIVER SEAT	EA	E1805915JT	E1805915 JJ				
972580275	DOOR,BUS:REAR A/C ASSEMBLY,FIBERGLASS,4200-4400,102 IN WD X 40 FT LG ORION	EA	E2001515CV					
		EA	051970501					

972580276	DOOR,BUS:UPPER REAR ACCESS,102 IN WD X 40 FT LG, FITS 4200-4400, 102 IN WD X 40 IN LG ORIONS	EA	051970001					
972580277	BRACKET,BODY:A/C ACCESS DOOR,4200-4400,102 IN WD X 40 FT LG LH ORION	EA	051970003					
972580278	BRACKET,BODY:A/C ACCESS DOOR,4200-4400,102 IN WD X 40 FT LG RH ORION	EA	051970004					
972580279	SCREEN:REAR DOOR,FIBERGLASS,4200-4400, 9600,102 IN WD X 40 FT LG ORION AIR CONDITIONER	EA	051970005					
972580282	BUMPER,BUS:FRONT ASSEMBLY,102 IN WD,4200-4400,102 IN WD X 40 FT LG ORION	EA	051501512					
972580283	TANK:WINDSHIELD WASHER,4200-4400,102 IN WD X 40 FT LG ORION	EA	051525003					
972580285	HOLDER:W/S WASHER TANK,4200-4400,102 IN WD X 40 FT LG ORION	EA	051421406					
972580287	TEE,PIPE:WINDSHIELD WASHER,BARBED,PLASTIC,4200-4400,102 IN WD X 40 FT LG ORION	EA	85-6117202					
972580288	VALVE,CHECK:4200-4400,102 IN WD X 40 FT LG ORION	EA	E1232904AD					
972580289	SKIRT:PANEL,4200-4400,102 IN WD X 40 FT LG ORION	EA	051855067					
972580290	DOOR:HYDRAULIC WHEEL CHAIR,FITS ORIONS 4200-4400 102 IN WD X 40 FT LG COMPARTMENT	EA	051830427					
972580291	SKIRT:PANEL,4200-4400,102 IN WD X 40 FT LG ORION	EA	051855078	1902650125				
972580292	CAP,BODY:REAR POST PANEL,4200-4400,102 IN WD X 40 FT LG ORION CURBSIDE	EA	051855159					
972580294	BUMPER,BUS:EXTENTION,4200-4400,102 IN WD X 40 FT LG ORION CURBSIDE REAR	EA	051815419					
972580301	DOOR,BUS:UNDER FLOOR HEATING COMPARTMENT,4200-4400,102 IN WD X 40 FT LG ORION ROADSIDE	EA	051830426	ATS09-1049				
972580302	DOOR,BUS:AUXILIARY HEATER,4200-44400,102 IN WD X 10 FT LG ORION	EA	051832403	ATS09-1050				
972580305	SKIRT:FRONT WHEEL PANEL,4200-4400,102 IN WD X 40 FT LG ORION	EA	051855168	ATS09-1053				
972580307	PANEL,BODY:ROADSIDE FRONT DOOR,4200-4400,102 IN WD X 40 FT LG ORION	EA	ATS09-1055	051835044				
972580311	HINGE-AIR CLEANER ACCESS DOOR,4200-4400,102 IN WD X 40 FT LG ORION	EA	051865002					
972580314	LOCK:BATTERY COMPARTMENT DOOR,SQ KEY OPERATED,GMC BUMPER,BUS:AC DOOR,RUBBER,4200-4400,102 IN WD X 40 FT LG ORION	EA	011855011	2255176	65-1250-00003	MR-6129		
972580316	BUMPER,BUS:MOTOR DOOR,RUBBER,4200-4400,102 IN WD X 40 FT LG ORION	EA	852634102					
972580318	COVER,BODY:DUAL ROOF HATCH,102 IN WD,4200-4400,102 IN WD X 40 FT LG ORION	EA	011815512					
972580319	PIVOT,DOOR:BOTTOM ASSEMBLY,4200-4400,102 IN WD X 40 FT LG ORION	EA	B1990902AD	B1990902 AD				
972580324	ROD:END,4200-4400,102 IN WD X 40 FT LG ORION	EA	E1805907JJ					
972580326	POST:FORWARD DOOR HINGE ASSEMBLY,4200-4400,102 IN WD X 40 FT LG ORION	EA	A180 5915 GA	A1805915GA				
972580328		EA	051805509					

972580329	BRUSH,DOOR:BOTTOM FRONT,18-3/4 IN LG,4200-4400,102 IN WD X 40 FT LG ORION	EA	E1805915FA				
972580342	PANEL,BODY:CURB SIDE REAR TAIL LAMP ASSEMBLY,4200-4400,102 IN WD X 40 FT LG ORION	EA	051820261				
972580343	PANEL,BODY:ROADSIDE BEHIND POST HEATER DOOR,4200-4400,102 IN WD X 40 FT LG ORION	EA	051855023				
972580344	PANEL,BODY:ROADSIDE FRONT POST,4200-4400,102 IN WD X 40 FT LG ORION	EA	051835003				
972580347	VALVE,AIR:REAR DOOR RELAY,ORION BUS	EA	021271517				
972580351	VALVE:DOOR CONTROL,3900, 4200-4400,ORION	EA	011220005				
972580368	PANEL,BODY:CURB SIDE MOTOR DOOR END,3900,96 IN	EA	051820127				
972580369	PANEL,BODY:ROADSIDE MOTOR DOOR END,3900,96 IN	EA	051820128				
972580370	KIT:DOOR,CONTROL,ORION V,3900, 4200, 4300	EA	A1220005ZB				
972580371	PANEL,BODY:LOWER FRONT,FIBERGLASS	EA	051555010				
972580373	BUMPER,BUS:FRONT ASSEMBLY,96 IN ORION V	EA	051501511				
972580374	MODULE,BUMPER:FRONT CORNER RIGHT/LEFT HAND,96 ORION V, VI ROADSIDE AND CURBSIDE	EA	061505002				
972580375	MODULE,BUMPER:CENTER FRONT,96 IN ORION V	EA	E1501511 AB				
972580384	PANEL:FRONT DOOR FORWARD ASSEMBLY,ORION V	EA	051805503				
972580385	PANEL:FRONT DOOR FORWARD ASSEMBLY,ORION V	EA	051805504				
972580394	SCREW,MACHINE:5/16 IN DIA,18 TPI,1-1/2 IN LG,ALUM,RUBBER FENDER ORION V 2200	EA	BS-4152695				
972580396	PLATE,BODY:DOOR LATCH,2100, 4300, 4400,ORION COMPARTMENT DOOR	EA	011830068				
972580401	SPACER:WINDSHIELD WIPER ASSEMBLY	EA	051232401				
972580403	BRACKET,BODY:LEFT HAND WINDSHIELD WIPER ASSEMBLY	EA	E1232903DB				
972580420	PANEL,BODY:INTERIOR	EA	051608002				
972580421	VISOR,SUN:ASSEMBLY,4200, 4300, 2100, 3900, 9600,ORION V, HANSEN INTERNATIONAL	EA	51680505	051680505			
972580424	PANEL,BODY:ROADSIDE SKIRT,4200, 4300,ORION V	EA	051855169				
972580467	PANEL,BODY:SIDE CONTROL REAR,3900,ORION V	EA	051004200				
972580472	HANDLE,WINDOW:RELEASE,4200-2300, 4300,ORION V HEATSHRINK	EA	A1915905CJ				
972580473	HANDLE,WINDOW:RELEASE,4200, 4300, 4400,ORION V HEATSHRINK	EA	A1915904BC				
972580479	WINDOW,BUS:LARGE SIDE SLIDER,4200-4400,ORION V	EA	1926-2				
972580480	PANEL,BODY:SIDEWALL,ALUM,2100,CURBSIDE	EA	051492014				
972580481	PANEL,BODY:SIDEWALL,ALUM,2100,ROADSIDE	EA	051492055				
972580486	LATCH:TURN ASSEMBLY,1/4 IN	EA	051820555				
972580487	SCREW,MACHINE:ORION V, II	EA	071525603	C1201501CE			
972580488	WEARSTRIP,GUARD:52,5 IN,ORION	EA	WS200-5	WS200-5 PUB TRAN SYS			
972580490	BRACKET,BODY:STANCHION HANGER CASTING,ORION V	EA	021693503				
972580496	FLAP,MUD:FRONT CURB SIDE,102 IN WD BUS ORION V 4200-4412	EA	051515050				
972580497	RAIL,BODY:DRIP,ORION V 10 FT SECTIONS	EA	BS-2280177				
972580502	PANEL,BODY:DASH LIFT CONTROL,ENGRAVED PLASTIC,9602-9660,ORION V	EA	051003091				

972580503	PANEL,BODY:EMERGENCY FRONT DOOR,FRANGIBLE,3900, 4200, 4300, 4400, 2100, 2200	EA	051665078					
972580505	BRUSH,DOOR:ASSEMBLY,19 IN LG X 4.75 IN HT,BOTTOM FRONT,ORION V	EA	051805038	58426393-50				
972580506	PANEL,BODY:CONTROL REARWARD DRIVERSIDE,6 IN WD X 14-3/8 IN LG X 3/16 IN THK,2100-2231,BUS	EA	051004276					
972580507	PANEL,BODY:DRIVERS SIDE CONTROL FORWARD,6 IN WD X 14-3/4 IN LG X 3/16 IN THK,2100-2231,BUS	EA	051004277					
972590061	SEAL,BODY:WINDSHIELD,RUBBER,ORION II	EA	021967016					
972590082	SCREEN:FRONT HOOD,ORION II	EA	021874032					
972590096	SPEAKER:INTERIOR BAFFLE ASSEMBLY,ORION II	EA	011060503					
972590117	MOLDING,BODY:D RIP ROOF CURBSIDE & ROADSIDE,ORION II	EA	BS-2280112					
972590118	MIRROR,VEHICLE, ASSEMBLY:REARVIEW,INTERIOR,ORION II	EA	011692902					
972700028	KIT:S1 GUARD BOOT,ASSEMBLY,NEW FLYER BUS,CONTAINS WEARSTRIP,BOOT, RECEIVER	EA	972700028					
973390017	BRIDGE,WHEELCHAIR:HYDRAULIC CYLINDER,FITS LIFT RAMP,CERTIFICATION VMI	EA	B214-0052					
973390231	BRIDGE,WHEELCHAIR:SAFETY WALK PLATFORM ASSEMBLY,FITS METRO FLX LIFT,CERTIFICATION VMI	EA	97-7003-00155	LIFA1230336	Z-MBR-14439			
973550006	BELT,WHEELCHAIR:TIE DOWN RESTRAINT,4K, 9700-9800, 3900-4400,METRO FLX, ORION	EA	LG2512045-056	87-0314-00001				
973550019	VALVE:KNEELING,WHEELCHAIR	EA	071210524	S4729000670				
973570002	SWITCH:MOMENTARY ROCKER,WHEELCHAIR RAMP,WHEELCHAIR:ASSEMBLY,ORION VI	EA	0622.01547					
973570004	RAMP,WHEELCHAIR:ASSEMBLY,ORION VI	EA	062201588					
973570005	GEARBOX:WHEELCHAIR RAMP ASSEMBLY,ORION VI	EA	A20149538G					
973580015	BELT,WHEELCHAIR:ASSEMBLY,ORION BUSES ONLY	EA	D126-0021					
973580019	BRIDGE,WHEELCHAIR:BARRIER WELDMENT,ORION LIFT	EA	C123-0282					
973580020	HINGE,WHEELCHAIR:BRIDGE,FITS ORION LIFT	EA	D112-0133					
973580021	WELDMENT,WHEELCHAIR:ROADSIDE CROSSMEMBER,ORION TREAD:FIRST STEP,992 BLUE W/ YELLOW NOSING,ORION WHEELCHAIR LIFT	EA	123-0711					
973580046	WHEELCHAIR LIFT	EA	6401057	B84-9993				
973580052	CAP:BREATHER,4200,PUMP RESERVOIR, WHEELCHAIR ORION	EA	B15-5966					
973580056	MANIFOLD:LINKAGE ASSEMBLY,4200-4400,ORION WHEELCHAIR LIFT	EA	C214-0061					
973580059	CYLINDER,WHEELCHAIR:ASSEMBLY,ORION	EA	A333-0026					
973580068	SHEATH:CABLE,3900, 4200-4400, 9600,ORION WHEELCHAIR LIFT	EA	B123-0215					
973580077	HINGE:FORWARD RAMP/BARRIER ASSEMBLY,9600,ORION	EA	062201108 ORION					
973580083	JOINT,UNIVERSAL:ASSEMBLY,ORION VI RAMP	EA	B49-5421					
973580102	RAMP,WHEELCHAIR:SAFETY WALK LIFT	EA	SPL188					
973580123	KIT:PLATFORM,ORION V,CONTAINS HOSE, POWER CABLE,SHEATH	EA	BS-5501521					
973580124	PANEL,CONTROL:DASH LIFT,2231-3900,ORION V	EA	188-0039					
973580126	KIT:LIFT,SPRING	AY	071915526	TN3508-N3AL				
973560003	WINDOW,BUS:PASSENGER ASSEMBLY,ORION VII	EA	061955404					
973570082	GLASS,WINDOW:DESTINATION SIGN	EA	2000003A	295582				
973570014	WINDOW,BUS:FLUSH GLASS,6301-6423, 5424-6461,NEW FLYER BUSES SR1263, 1264, 1265, SR1355, SR1151, SR1166	EA						

984390001	KIT:COMPRESSOR,GASKET,FLX,8700-8800	EA	30-209	30-243			
984390016	ISOLATOR:HOUSING NOISE COVER,87-8800,CUMMINS FLX, ISOLATOR	EA	3883223				
984420033	GASKET,HVAC:MANIFOLD,AIR CONDITIONER COMPRESSOR	EA	33-2787				
984550004	GASKET,AIR SYSTEM:AIR COMPRESSOR TO COVER,SERIES 50, VARIOUS BUSES	EA	8929299				
984550006	GASKET,HYDRAULIC:PUMP,SERIES 50	EA	23516100				
984560006	GASKET,BODY:LIGHT,4 IN RND,ORION VII	EA	071046559	9400A			
984580003	GASKET:TURBO OIL RETURN,SERIES 50	PK	8929285				
984590001	GASKET,AIR SYSTEM:AIR COMPRESSOR,NEW FLYER AND ORION 7 W/ 8.3 CNG	EA	3929751				
984700001	GASKET,AIR SYSTEM:COMPRESSOR MOUNTING	EA	3913287				
992550001	WASHER,FLAT:NYLON	EA	200259153	BS4565107			
994560001	NUT,WING:1-1/4 IN DIA,AIR CLEANER	EA	G0742129AB	Q56825			
994650011	NUT,HEX:10MM DIA,1.55MM,GR 8,1987-88 CUMMINS	EA	3044360				
994650013	NUT,HEX:CUMMINS TURBOCHARGER	EA	3818824				
996560001	NUT,CAP:#10 DIA,32 TPI	EA	6423107	BS-4218302			
996560002	NUT,HEX:1/4 IN DIA,28 TPI,STAINLESS STEEL,STANCHION FITTING	EA	8S-7000107	T135			
997560001	SCREW:#10 DIA,0.25MM TPI,BIND HD,STAINLESS STEEL	EA	8S-4109531				
997650013	SCREW,CAP:HEX HD,9700,ROCKER COVER, VALVE COVER, FLX	EA	3335042				
997650652	SCREW,CAP:10MM DIA,1.5MM,125MM LG,HEX HD	EA	3018074				
997650657	SCREW,CAP:10MM DIA,1.5MM,145MM LG,HEX HD	EA	3081347				
997650658	SCREW,CAP:10MM DIA,1.5MM,22MM LG	EA	3070393				
997650660	SCREW,CAP:8MM DIA,1.25MM,20MM LG,HEX HD	EA	3025802				
997650665	SCREW,CAP:12MM DIA,1.8MM,25MM LG,HEX HD	EA	3033043				
999550006	ELBOW:90 DEG,FITS RUBBER HOSE	EA	070742089	1480.377.64412			
999650612	PLUG,PIPE:1/2 IN,HEX HD,BRASS	EA	218P8				
999650945	PIN,CLEVIS:3/8 IN DIA,1-1/2 IN LG,5/32 IN HOLE,CADMIUM PLATED	EA	200054				
999651069	FITTING:DISCHARGE/SUCTION,37 DEG JIC SWIVEL,CERTIFICATION VMI	EA	002863	63-190600-20			
999651316	ADAPTER,PIPE:3/8 IN,18 TPI MNPT	EA	3819721				
999651483	ADAPTER,TUBE TO HOSE:STRAIGHT,#6 TUBE,JIC,#6 HOSE,CERTIFICATION VMI	EA	1AA6FJ6				
999651520	ADAPTER,TUBE TO HOSE:3/4 IN TUBE,COMPRESSION,#12 HOSE,TEFLON,FLEET 3900-4400,FITS MAIN AIR LN,CERTIFICATION VMI	EA	38-191074-12				
999651525	ADAPTER,TUBE TO HOSE:#16 TUBE,SWIVEL NUT,#12 HOSE,CRIMP,FLEET 3900-4412, 2100-2231,FITS ORION V FAN MOTOR,CERTIFICATION VMI	EA	1AA16F112				
999651539	ADAPTER,TUBE TO PIPE:5/8 IN TUBE,MALE PUSH LOCK,1/2 IN PIPE,MPT,CERTIFICATION VMI	EA	68PMT-10-8				
999651556	ELBOW,TUBE:SWIVEL,5/8 IN X 1/2 IN,PUSH LOCK X MPT,90 DEG,CERTIFICATION VMI	EA	169PMT-10-8 PARKER				
999651672	ELBOW,TUBE:UNION LONG DROP,1 IN,FEMALE SWIVEL JIC FLARE X MALE JIC FLARE,90 DEG,CERTIFICATION VMI	EA	625424981_00	6401590 504095-16S			

999651695	ADAPTER, TUBE TO HOSE: 3/8 IN TUBE, FEMALE JIC SWIVEL, 3/8 IN HOSE, BARBED, BRASS, FLEET 2300-2464, FITS CNG BUS, CERTIFICATION VMI	EA	6335515	4741-68				
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