

**BID FORM**

**DATE OF INVITATION:**           **March 13, 2015**

**PROJECT DESCRIPTION:**       *Supply, install, interconnect, program, calibrate, synchronize and test Two (2) sets of 8 ea, 20 metric tons capacity mobile lifting jacks with one control panel, for each set of eight, to synchronize the operation of the eight (8) jacks; and supply one (1) set of 4 ea. 20 metric tons capacity mobile lifting jacks that can be used as spare (excluding the control panel).*

In compliance with your Invitation for Bid of the above date, the undersigned hereby offers and agrees to furnish all labor, equipment and materials and perform all work for:

Supply, delivery, and installation of the Portable Jacks in strict accordance with the Specifications, appendices, certifications, Contract Drawings, schedules, insurance specifications and conditions for the consideration of the amounts listed on the attached Price Schedule. The undersigned further agrees that, upon written acceptance of this bid, mailed or otherwise furnished within 90 calendar days after the date of receipt of bids, he will, within 10 calendar days after receipt of the prescribed forms, execute the Contract and furnish, if required, performance and payment bonds on standard Authority forms with good and sufficient surety or sureties.

The undersigned agrees that if awarded the Contract, he will commence the work within 10 calendar days after the receipt of Notice to Proceed and that he will complete the work within the time specified.

The undersigned acknowledges receipt of the following amendments to the Solicitation Documents (Give number and date of each):

**Acknowledge all Amendments,**

Amendment Number \_\_\_\_\_, dated \_\_\_\_\_

Amendment Number \_\_\_\_\_, dated \_\_\_\_\_

Amendment Number \_\_\_\_\_, dated \_\_\_\_\_

Amendment Number \_\_\_\_\_, dated \_\_\_\_\_

Failure to acknowledge receipt of all amendments may cause the bid to be considered not responsive to the solicitation, which would require rejection of the bid.

**THE OUTSIDE OF THE ENVELOPE CARRYING THE BID SHALL ALSO BE MARKED TO SHOW THE AMENDMENTS RECEIVED AND, IF NECESSARY, THE BIDDER'S VIRGINIA REGISTRATION NUMBER.**

↑  
Follow Instructions

TYPE OF BID GUARANTEE

Washington Metropolitan Area Transit Authority  
IFB FQ15096/ER

Contract No. IFB FQ15096  
Date: March 2015

Enclosed is the bid guarantee (when applicable) consisting of \_\_\_\_\_, in the amount of \_\_\_\_\_, in witness whereof, each bidder hereto has executed this bid form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BIDDER:

_____	Signature
Firm Name	By
_____	Title
Address	_____
_____	Telephone
_____	Project Manager
<b>IF JOINT VENTURE</b>	_____
Firm Name	By
_____	Title
Address	_____
_____	Telephone
_____	Project Manager

DIRECTIONS FOR SUBMITTING BID:

1. Read and comply with the Solicitation Instructions. This form is to be submitted in singular. Attached certifications must be completed and returned with the bid form. **Appendix B (DBE) data must be completed and returned if bid price is \$500,000 or more.**

2. Envelopes containing bids, bid guarantee and related required documents **must be sealed**, marked and addressed as follows:

ENVELOPE INSTRUCTIONS

IF BID IS TIMELY MAILED OR  
HAND DELIVERED BEFORE 1:00 PM  
ON BID OPENING DAY:

IF BID IS HAND-DELIVERED  
BETWEEN 1:00 PM AND 2:00PM  
ON BID OPENING DAY:

WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY, ROOM 3C02  
DEPARTMENT OF PROCUREMENT  
600 FIFTH STREET, N.W.  
WASHINGTON, D.C. 20001

WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY  
MEETING ROOM, LOBBY LEVEL  
600 FIFTH STREET, N.W.  
WASHINGTON, D.C. 20001

Envelopes shall be marked in the lower left hand corner as follows:

BID UNDER IFB FQ15096/ER AMENDMENT NUMBERS \_\_\_\_\_ RECEIVED.  
REGISTERED VIRGINIA CONTRACTOR: CLASS \_\_\_\_\_ NUMBER \_\_\_\_\_

**CAUTION: DO NOT INCLUDE IN THE ENVELOPE ANY BID FOR OTHER WORK. BIDS SHOULD NOT BE QUALIFIED BY EXCEPTIONS TO THE SOLICITATION CONDITIONS.**

**REPRESENTATIONS AND CERTIFICATIONS  
(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.

**CHECK ONE ONLY**

**1. TYPE OF BUSINESS ORGANIZATION (RC-101, MAY 07)**

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 (RC-102, MAY 07)**

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

**CHECK ONE ONLY**

(a)   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)

**FILL ONE ONLY**

(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.

**3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (RC-103, MAY 07)**

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

**CHECK ONE ONLY**

Washington Metropolitan Area Transit Authority  
IFB FQ15096/ER

Contract No. IFB FQ15096  
Date: March 2015

- (a)  has  has not, participated in a previous contract or subcontract subject to either the Equal Opportunity Clause of this solicitation, or the clause contained in Parts II and IV of Executive Order 11246, as amended; which prohibits discrimination on the basis of race, color, creed, national origin, sex, age; and
- CHECK ONE ONLY**
- (b)  has  has not, filed all required compliance reports; and
- (c) Representations indicating submittal of required compliance reports signed by proposed subcontractors will be obtained prior to subcontract awards.

**4. DISADVANTAGED BUSINESS ENTERPRISE (RC-104, MAY 07)**

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

- CHECK ONE ONLY**
- (a)  is  is not, a disadvantaged business enterprise.

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

"Socially and Economically Disadvantaged Individuals" is defined in Appendix B, Section 4, paragraph I; and

- CHECK ONE ONLY**
- (b)  is  is not, currently certified by WMATA as a disadvantaged business enterprise.

**5. AFFIRMATIVE ACTION COMPLIANCE (RC-105, MAY 07)**

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

- (a) It has a workforce of employees
- CHECK ONE ONLY**
- (b)  has developed and has on file, or  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or
- (c) It  has not previously had contracts subject to the written affirmative action program requirements of the rules and regulations of the Secretary of Labor.

**CERTIFICATIONS**

**6. COVENANT AGAINST GRATUITIES (RC-106, MAY 07)**

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.

**7. CONTINGENT FEE (RC-107, MAY 07)**

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:

- CHECK ONE ONLY**
- (a)  [ ] 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
- CHECK ONE ONLY**
- (b)  [ ] 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.

**8. CLEAN AIR AND WATER CERTIFICATION (RC-108, MAY 07)**

This certification is applicable if the contract will be federally assisted and the offer exceeds \$100,000, or the Contracting Officer believes that orders under an indefinite contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413(c)(1)) or the Water Act (33 U.S.C. 1319(c)) and is listed by the U.S. Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt:

- CHECK ONE ONLY**
- (a) Any facility to be utilized in the performance of this proposed contract  [ ] is, or  [ ] is not listed on the EPA list of Violating Facilities;
- (b) Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communications from the Administrator, or a designee of the EPA, indicating that any facility which it proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) Offeror will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

**9. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNANTARY EXLCUSION (RC-109, MAY 07)**

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

- (a) Primary Covered Transactions. This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of any resultant contract.
- (1) In accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, the offeror certifies to the best of its knowledge and belief that it and its principals:
- (i) are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (ii) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or

- destruction of records, making false statements, or receiving stolen property;
- (iii) are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this Certification; and
  - (iv) have not, within a three-year period preceding this offer, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this offer.
- (b) Lower Tier Covered Transactions. This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of the prime contract.
- (1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
  - (2) Where the prospective lower tier subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (c) The Certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

**10. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (RC-110, MAY 07)**

- (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 the opening of bids (in the case of a sealed bid solicitation) or 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.

**11. CERTIFICATION OF NONSEGREGATED FACILITIES (RC-111, MAY 07)**

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

- (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) It does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.
  - (2) The offeror agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.
  - (3) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.
  - (4) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
    - (a) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
    - (b) Retain such certifications in its files; and
    - (c) Forward the following notice to such subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

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

**12. NONDISCRIMINATION ASSURANCE (RC-112, MAY 07)**

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.

**13. CERTIFICATION OF RESTRICTIONS ON LOBBYING (RC-113, MAY 07)**

This certification is applicable to federally assisted contracts if the offer exceeds \$100,000.

- (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 to the best of his or her knowledge or belief:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the undersigned shall complete and submit Standard Form--LLL, "Disclosure of Lobbying Activities."
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.
- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**14. BUY AMERICA ACT CERTIFICATION (RC-114, MAY 07)**

The Buy America requirements apply to federally assisted construction contracts, and acquisition of goods or rolling stock contracts valued at more than \$100,000.

- (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 it will



comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

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

- (1) **Certification requirement for procurement of steel, iron, or manufactured products:**

check one only

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

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

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

- (2) **Certification requirement for procurement of buses, other rolling stock and associated equipment:**

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

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

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

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

**15. CERTIFICATION OF NON-DELINQUENT TAXES (RC-116, OCTOBER 2008)**

This certification is applicable to federally assisted contracts.

- (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) It has not been convicted over the past three years of violating any federal

criminal tax law or failed to pay any tax.

- (2) It has certified if it has been notified of an unresolved tax lien or any unsatisfied federal tax delinquency in excess of \$3,000 and that it is paying tax debts through an installment agreement or have requested a collection due process hearing.
- (3) The offeror agrees that a breach of this certification is a violation of the Federal Acquisition Regulation.
- (4) As used in this certification, the term "tax delinquency" means an outstanding debt for which a notice of lien has been filed in public records.
- (5) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
  - (a) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to Federal Acquisition Regulation;
  - (b) Retain such certifications in its files; and
  - (c) Forward the following notice to such subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-DELINQUENT TAXES**

**16. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS (RC-117, May 2013)**

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](http://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:

- check one only
- (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.

**IF APPLICABLE**

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.

A Certification of Non-Delinquent Taxes must be submitted prior to award of a subcontract exceeding \$100,000 which is not exempt from the provisions of Federal Acquisition Regulation. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

**SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS**

**BE SURE TO SIGN**

Name of Offeror: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Print and Sign Name

Title

\_\_\_\_\_ Date

(RC-116, OCTOBER 08)

**MAKE CERTAIN THIS PAGE WAS NOT AMENDED**

**UNIT PRICE SCHEDULE**

Bid Item No.	Quantity	Unit of Measure	Description	Unit Price	Total Price
1	2	SE	20 metric tons Mobile Lifting Jacks (8 ea per set)	\$	\$
2	4	EA	20 Metric tons Mobile Lifting Jacks (Spares)	\$	\$
3	1	EA	Control system for synchronization of 16 Mobile Lifts	\$	\$
4	1	EA	Installation (including interconnection, programming, calibration and synchronization), Start-up and Commissioning	\$	\$
5	1	EA	Training	\$	\$
6	1	EA	Freight	\$	\$
7	1	RRPL Waiver fee	3 days Installation and Training	\$200	\$600
		<b>TOTAL BID PRICE</b>			

 **FILL IN ALL AMOUNTS**

**BID BOND**

**Bid Invitation No. IFB FQ15096/ER**

**Bid Date:** \_\_\_\_\_

**Penal Sum of Bond:**

**5 % of Offered Price or Amount, \$:** \_\_\_\_\_

**Date Bond Executed:** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Washington Metropolitan Area Transit Authority in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above:

NOW, THEREFORE, if the Principal, upon acceptance by the Authority of his bid identified above, within the period specified therein for acceptance (sixty [60] days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten [10] days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Authority for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Authority notice of which extension(s) to the Surety(ies) being hereby waived provided that such waiver shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**Principal(s)**

1. Firm Name and Address:  Signature: _____  Name and Title:	State of Inc.:	Corporate Seal
2. Firm Name and Address:  Signature: _____  Name and Title:	State of Inc.:	Corporate Seal

2. <i>Firm Name and Address:</i>  <i>Signature:</i> _____  <i>Name and Title:</i>	          <i>State of Inc.:</i>	<i>Corporate Seal</i>
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**BID BOND page 2**

<b>Corporate Surety(ies)</b>			
Surety  A	Surety Name and Address: Signature: _____ Name and Title:	Liability Limit \$	(Seal)
		State of Inc.:	
Surety  B	Surety Name and Address: Signature: _____ Name and Title:	Liability Limit \$	(Seal)
		State of Inc.:	
Surety  C	Surety Name and Address: Signature: _____ Name and Title:	Liability Limit \$	(Seal)
		State of Inc.:	

**Attach additional pages as needed.**

**Instructions**

1. This form is authorized for use whenever a bid guaranty is required in connection with construction work or the furnishing of supplies and services.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. The penal sum of the bond shall be expressed as either a percentage of the bid price or in dollars and cents.
4. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)".
5. Corporations executing the bond shall affix their corporate seals.
6. The name of each person signing this bid bond should be typed in the space provided.

\* \* \*

<i>Corporate Surety(ies)</i>		<b>MUST SUBMIT WITH BIDBOND</b>	
Surety  A	Surety Name and Address:  Signature: _____  Name and  Title:	Liability Limit  \$	(Seal)     State of Inc.:
Surety  B	Surety Name and Address:  Signature: _____  Name and  Title:	Liability Limit  \$	(Seal)     State of Inc.:
Surety  C	Surety Name and Address:  Signature: _____  Name and  Title:	Liability Limit  \$	(Seal)     State of Inc.:

**Attach additional pages as needed.**

**Instructions**

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\* \* \*



Washington Metropolitan Area Transit Authority  
 IFB FQ15096/ER

Contract No. IFB FQ15096  
 Date: March 2015

**SUBMIT WITH BID/PROPOSAL**  
**SCHEDULE OF DBE PARTICIPATION**

Contract No. \_\_\_\_\_  
 Project Name \_\_\_\_\_  
 Name of Bidder/Proposer \_\_\_\_\_

Prime

The bidder/proposer shall complete this Schedule by identifying only those DBE firms, with scope of work and price, who have agreed to perform work on this Contract. The prices for the work/supplies of these firms shall be at prices amounting to at least the DBE percentage goal of the total contract price. The bidder/proposer agrees to enter into a formal agreement with the DBE firm(s) listed for the work and at, or greater than, the prices listed in this Schedule subject to award of a Contract with the Authority. If the total amount is less than the DBE percentage goal, a justification for waiver of DBE goal shall be attached to this Schedule.

Name of DBE Subcontractor	Fill In	Fill In	Must match letter of intent
	Address	Type of Work (Electrical, Paving, Etc.) and Contract Items or Parts Thereof to be Performed and Work Hours Involved	Agreed Price
DBE #1			\$
DBE #2			\$
DBE #3			\$
DBE #4			\$
DBE #5			\$
Subtotal \$ DBE Subcontractors			\$
Name of DBE Prime Contractor	Address	Type of Work (Electrical, Paving, Etc.) and Contract Items or Parts Thereof to be Performed and Work Hours Involved	Agreed Price
Subtotal \$ DBE Prime Contractor			\$
TOTAL \$ ALL DBE CONTRACTORS		TOTAL	\$

IF DBE IS PRIME CONTRACTOR  
 No Letter of Intent  
 Fill in As Needed  
 Be Sure to Include Signed Letters of Intent

\_\_\_\_\_ Signature of Contractor Representative (PRIME)

\_\_\_\_\_ Title

\_\_\_\_\_ Date

Contract Number: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

PROVIDE ONE COMPLETE FORM FOR EACH DBE

IF DBE IS SUBCONTRACTING, FILL IN PERCENTAGE

Washington Metropolitan Area Transit Authority  
IFB FQ15096/ER

Contract No. IFB FQ15096  
Date: March 2015

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE  
(ALL ITEMS MUST BE COMPLETED)

TO:

(Name of Bidder/Proposer) → PRIME

The undersigned intends to perform work in connection with the above projects as (check one):

an individual  
 a partnership

a corporation  
 a joint venture

→ DBE STATUS

Specify in detail particular work items or parts thereof to be performed:

DBE WORK

at the following price: \$ \_\_\_\_\_ ← DBE PRIME

Please indicate ~~24~~ % of the dollar value of the subcontract that will be awarded to non-DBE contractors, if applicable. The undersigned will enter into a formal agreement with you for the above work upon your execution of a contract with the Authority.

Name of DBE Subcontractor/Joint Venture

Phone Number

Address

Fill In Number

WMATA Vendor ID #/DBE Cert. #

Signature & Title

Date

The following is to be completed by the Prime Contractor. A copy of this letter must be returned to the DBE subcontractor to indicate acceptance.

To:

(Name of DBE) ←

You have projected your interest and intent for such work, and the undersigned is projecting completion of such work as follows: WORK ITEMS

PROJECTED DBE COMMENCEMENT DATE

PROJECTED DBE COMPLETION DATE

\_\_\_\_\_  
(Date)

Name / Signature

(Name of Prime Contractor & Acceptance Signature)

**IF USING THIS FORM, FOLLOW ALL PROCEDURES APPLICABLE TO NON-AVAILABILITY**

Washington Metropolitan Area Transit Authority  
IFB FQ15096/ER

Contract No. IFB FQ15096  
Date: March 2015

**SUBMIT WITH BID / PROPOSAL**  
**DBE UNAVAILABILITY CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Bidder/Proposer)

certify that on \_\_\_\_\_ I contacted the following DBE contractor to obtain a proposal for work  
(Date)  
items to be performed on Contract Number

DBE Contractor

Work Items  
Sought

Form of Bid Sought (i.e., Unit Price, Materials and Labor Only, Etc.)

To the best of my knowledge and belief, said DBE contractors were unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a proposal, for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ was offered an opportunity to bid on the above  
(Name of DBE Contractor)  
identified work on \_\_\_\_\_ by  
(Date) (Source)

The above statement is true and accurate account of why I did not submit a bid on this project.

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of DBE Contractor)  
(Title)