

WASHINGTON METROPOLITAN TRANSIT AUTHORITY  
600 FIFTH STREET, N.W.  
WASHINGTON, D.C. 20001

Solicitation Number: IFB FQ18125/ER  
Date of Issue: April 23, 2018  
Bid Due Date: May 23, 2018

AMENDMENT NO. 01  
TO  
IFB FQ18125/ER  
FOR  
MOLD AND STEPS FOR WESTINGHOUSE ESCALATORS  
TO WHOM IT MAY CONCERN:

The Invitation for Bids documents accompanying IFB FQ18125/ER for the above project are hereby changed in part as listed below.

**1. CONTRACT AND BIDDING REQUIREMENTS**

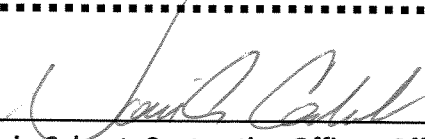
DELETE	SUBSTITUTE	DESCRIPTION
Pg. 105, Section B Codes, Standards and Specifications, #3	Pg. 105, Section B, Codes, Standards and Specifications, #3. AMENDMENT 01	Corrected to read: "The step and riser cast aluminum shall not have more than .4% copper."
Appendix B, Pg. 129 - 147	Appendix B, Pg. 130 – 149 AMENDMENT 01	Amend Appendix B to include Attachment B-8 Pg. 130-131.

**2. There are no other changes.**

3. THE SOLICITATION PROVISION ENTITLED "AMENDMENTS PRIOR TO DATE SET FOR OPENING OF BIDST" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFERS IS NOT EXTENDED AND WILL REMAIN MAY 23, 2018 AT 2:00 PM.

**4. Acknowledgement**

Offerors are required to acknowledge receipt of this amendment on Bid Form in the space provided. Failure to acknowledge all amendments may cause the Bid to be considered non-responsive to the invitation, which would require rejection of the Bid.

Issued by:  5/10/18  
Norie Calvert, Contracting Officer, Office of Procurement Materials

AMENDMENT 01

**B. Codes, Standards and Specifications:-**

1. The Contractor shall comply with the ASME A17.1 -2009, Sec 6.1.3.5, Sec 6.1.3.9.4, Sec 6.1.3.10.4, as prescribed by the testing procedure Sec 8.3.11. These testing must be in compliance with EN115 Section 8.2.2.1.1.
2. The Contractor shall comply with APTA RT-RP-FS-007-02-Sec 2.04B for the heavy duty escalator.
- # 3. The step and riser cast aluminum shall not have more than .4% copper.#

**C. Engineering Test and Certification:-**

1. The Contractor shall submit test reports of static, dynamic and actual escalator run test report.
2. The Contractor shall perform structural crack test in accordance to the Magna Flux Spot Check dye penetrating paint and Magna Flux developing spray.
3. The Contractor shall submit a certification attested by a Professional Engineer (PE).

**3.0 PRODUCT MATERIAL SPECIFICATION:-**

a) **Step-** The steps shall conform to the following material properties:

- ASTM A413.1 material
- Tensile strength (n/mm<sup>2</sup>) 280 Max
- Hardness HBS 86 Max
- The steps shall be of the cleat type, made of die-cast, corrosion-resistant aluminum, with square edges, tread surface, riser and side shields form one integral unit silver painted with an anti-noise coating from underside.
- The tread surface shall be close-ribbed and skid-proof. The ribbing of the step tread shall mesh neatly with that of the adjoining riser, reliably eliminating the hazard of foreign substances (for example shoe tips) getting wedged between the steps.
- The step treads shall be die-cast aluminum with closely spaced cleats designed to provide a secure foothold, the latter being grooved parallel to the travel of the steps to mesh with the comb teeth at the entrance and exit.

b) **Riser-** The riser shall conform to the following material properties:

- ASTM A413.1 material,
- Tensile strength (n/mm<sup>2</sup>) 280 Max
- Hardness HBS 86 Max

**Washington Metropolitan Area Transit Authority  
Disadvantage Business Enterprise Program  
Termination/Substitution/Reduction Request (TSR) Form  
(Attachment B-8)**

Contract No.: \_\_\_\_\_ MOD No.: \_\_\_\_\_ Task Order No.: \_\_\_\_\_

Prime: \_\_\_\_\_ Vendor ID No.: \_\_\_\_\_

DBE Firm: \_\_\_\_\_ DBE Certification No.: \_\_\_\_\_

Requestor: \_\_\_\_\_ Email: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Type of Request: \_\_\_\_\_ Termination: \_\_\_\_\_ Substitution: \_\_\_\_\_ Reduction: \_\_\_\_\_

1. Is this request due to a WMATA Change Order/Scope

\_\_\_\_\_ Yes, explain the Change Order/Scope impact on DBE participation.

\_\_\_\_\_ No, select below the fact(s) and the reason(s) for the request (see attached instructions)

\_\_\_\_\_ Fails or refuses to execute written contract;

\_\_\_\_\_ Fails or refuses to perform work in accordance with normal industry standards;

\_\_\_\_\_ Becomes bankrupt, insolvent or exhibits credit unworthiness;

\_\_\_\_\_ Is ineligible to work because of suspension or debarment proceedings;

\_\_\_\_\_ Is not a responsible contract;

\_\_\_\_\_ Voluntarily withdraws from the project and provides to WMATA written notice of its withdrawal;

\_\_\_\_\_ Is ineligible to receive DBE credit for the type of work required;

\_\_\_\_\_ Owner dies or becomes disable resulting in inability to complete work on the contract;  
or

\_\_\_\_\_ Other documented good cause (Attach documentation).

Attach a brief statement of facts describing the situation and any documentation to substantiate selection and any documentation to substantiate selection above

2. Date determined the DBE is unwilling, unable or ineligible to perform work: \_\_\_\_\_

3. Date of written notice to DBE: \_\_\_\_\_ (Attach a notice with this request, along with a copy of the DBE response.)

4. Amount of DBE subcontract. \$ \_\_\_\_\_
5. Amount paid to DBE for work completed \$ \_\_\_\_\_
6. DBE amount to be substituted \$ \_\_\_\_\_
7. Proposed Subcontractor Name(s) (if applicable).
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

8. Projected date for replacement Subcontractor to commence work \_\_\_\_\_
9. Is the replacement a WMATA certified DBE?
- \_\_\_\_ Yes, please provide new DBE Letter of Intent, Vendor ID No. or DBE Cert. No.: \_\_\_\_\_
- \_\_\_\_ No, provide Good Faith Effort (GFE) documentation
10. Is this project scheduled to meet the assessed DBE goal? \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_  
Original DBE Subcontractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
WMATA Contracting Officer Signature

\_\_\_\_\_  
Date

**FOR WMATA USE ONLY**

**Request is: \_\_\_\_ Approved \_\_\_\_ Denied**

**WMATA DBE LO: \_\_\_\_\_**

**Signature**

**Date**

## **DBE Certification Instructions**

### **Important Notice**

If you do not have a current, official letter of certification from WMATA, D.C. DOT or MWUCP, you are not pre-certified and are therefore not eligible to participate as a Disadvantaged Business Enterprise on the bid.

For those who wish to access the MWUCP certification application, it may be found on the internet at the following address:

[https://www.wmata.com/business/disadvantaged\\_business\\_enterprise](https://www.wmata.com/business/disadvantaged_business_enterprise). Go to "Procurement and Contracting", click on "Disadvantaged Business Enterprise", then click on "DBE Application for Certification".

49 CFR Part 26 gives Metropolitan Washington Unified Certification Program (MWUCP) ninety (90) days in which to process a complete DBE application. In order to become certified and participate in the MWUCP, you must comply with the procedures that follow. Certification must be final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.

### **Instructions**

49 C.F.R. § 26.81(d) of the Certification Procedures requires a firm to be certified as a DBE in its "home state," where its principal place of business is located, in order to become certified outside such "home state". Therefore, you must attach to the MWUCP application, a copy of a valid DBE Certification letter from your home state's Department of Transportation. In addition, submit the pertinent documents for your company listed below. The application should be completed in full and NOTARIZED.

**General** (All firms must submit these documents).

- Current (unaudited) Financial Statements;
- Prior three (3) years Federal Tax Returns;
- Resume of Principal(s) and Key Personnel;
- Third Party Agreements, such as Rental and Management Agreements;
- Licenses to Do Business;
- Personal Net Worth (PNW) Statement;
- Statement of Disadvantage;
- No Change Affidavit or Notice of Change (where applicable).

### **Corporations**

- Articles of Incorporation;
- By-Laws;
- Copies of any Stock Options;
- Copies of Stock Certifications of Each Holder;
- Copies of Stockholders' Voting Rights;
- Record of First Organizational Meeting.

### **Partnerships**

- Partnership Agreement

## **Proprietorships**

IRS Employer ID Number  
WMATA Vendor ID#

## **Limited Liability Companies**

Operating Agreement with any amendments;  
Certificate of Formation, U.S. Income Tax Returns.

## **Change of Status Review**

On or before each certification anniversary date, you must submit a No Change Statement attesting that there have been no changes in the firm's circumstances affecting its ability to meet the eligibility requirements of 49 CFR Part 26 or WMATA's DBE Program Plan. Firms with changed circumstances must submit a Notice Regarding Change for review by the DBE Office. A review of these changes shall be made to determine if the firm is in compliance with the 49 CFR Part 26.

## **Affidavit Enclosure**

**NOTE:** When completing MWUCP Application, complete all information blocks. Type "N/A" if item does not apply to you or your firm.

## DBE MANUFACTURER'S AFFIDAVIT

I hereby declare and affirm that I am \_\_\_\_\_ (Title)  
and duly authorized representative of \_\_\_\_\_ (Name of Company),  
a \_\_\_\_\_ owned and controlled enterprise  
whose address is \_\_\_\_\_

I further declare and affirm that company employees (persons not on the payroll of and/or performing the same tasks for disadvantaged owned business having any interest in the affiant's business) operate the following company equipment relative to the manufacturing process:

### Equipment

Type	Function	Model	Age	Make
------	----------	-------	-----	------

Number of employees involved in the manufacturing process: \_\_\_\_\_

The undersigned swears that the foregoing statements are true and correct and fully understands that WMATA may rely on these statements in determining whether a WMATA prime contractor purchasing goods from the undersigned's manufacturing concern is entitled to a 100% credit of such purchases towards its DBE goal. The undersigned further understands that any material misrepresentation will be grounds for initiating action under Federal or state laws concerning false statements.

Signature of Affiant	Printed Name
----------------------	--------------

Date: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

before me appeared \_\_\_\_\_  
(Name)

to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by \_\_\_\_\_

(Name of Firm)

to execute the Affidavit and did so as his or her free act and deed.

(Seal)

Sworn and subscribed before me \_\_\_\_\_

(Notary Public)

Commission Expires: \_\_\_\_\_

23.29 (10/99)

M

**Information for Determining Joint Venture Eligibility**

Page 1

.....  
Name and address of Joint Venture:

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

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Have you attached a copy of the Joint Venture agreement? ☐ Yes ☐ No

NOTE: Affidavit will not be processed without a copy of the Joint Venture agreement.

.....  
Name and address of Joint Venture partner: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Status of firm: ☐ DBE. ☐ Non-Minority.

Does firm have current WMATA, D.C. DOT or MWUCP DBE certification? ☐ Yes ☐ No

.....  
Name and address of Joint Venture partner: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Status of firm: ☐ DBE. ☐ Non-Minority.

Does firm have current WMATA, D.C. DOT or MWUCP DBE certification? ☐ Yes ☐ No

.....  
Describe the nature of the Joint Venture's business:

Describe the role in the Joint Venture of each partner listed above:

Describe the experience and business qualifications of each partner in the Joint Venture listed above:

.....



**Information for Determining Joint Venture Eligibility**

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.....

Indicate the percentage of ownership in the Joint Venture for each Joint Venture partner, indicating dollar amounts wherever applicable.

Name of Partner	Percentage of Ownership	Profit and Loss Sharing	Capital Contributions including Equipment	Other Agreements
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTALS:

.....

Identify by name, title, race, sex and company affiliation those individuals responsible for the management control of and participation in this contract:

1. Financial decisions, such as payroll, insurance, surety and/or bonding requirements:

Name: \_\_\_\_\_ Race: \_\_\_\_\_

Title: \_\_\_\_\_ Sex: ☐ Male ☐ Female

Company affiliation: \_\_\_\_\_

2. Management decisions, such as estimating, marketing and sales, hiring and firing, purchasing supplies:

Name: \_\_\_\_\_ Race: \_\_\_\_\_

Title: \_\_\_\_\_ Sex: ☐ Male ☐ Female

Company affiliation: \_\_\_\_\_

3. Supervision of field operations:

Name: \_\_\_\_\_ Race: \_\_\_\_\_

Title: \_\_\_\_\_ Sex: ☐ Male ☐ Female

Company affiliation: \_\_\_\_\_

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23.06c (Rev 10/99)

***Information for Determining Joint Venture Eligibility***

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.....

The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our following named Joint Venture:

\_\_\_\_\_

and the intended participation by each Joint Venturer in the undertaking. Further, the undersigned covenant and agree to provide the Authority current, complete and accurate information regarding actual Joint Venture work and the payment thereof and any proposed changes in any of the Joint Venture arrangements and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each Joint Venturer relevant to the Joint Venture, by authorized representatives of the Authority or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal and State laws concerning false statements.

It is recognized and acknowledged that the Authority's DBE Program shall have access to the information provided herein above for the purpose of establishing eligibility and authenticity of the minority/woman-owned status of the Joint Venture.

It is understood that trade secrets and information privileged by law, as well as commercial, financial, geological and geophysical data furnished will be protected.

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(NAME OF SECOND FIRM)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

.....

23.29 (10/99)

M

***Information for Determining Joint Venture Eligibility***

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.....  
Date: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,

before me appeared \_\_\_\_\_

(Name)

to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by \_\_\_\_\_

(Name of Firm)

to execute the Affidavit and did so as his or her free act and deed.

(Seal)

Sworn and subscribed before me \_\_\_\_\_

(Notary Public)

Commission Expires: \_\_\_\_\_  
.....

Date: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,

before me appeared \_\_\_\_\_

(Name)

to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by \_\_\_\_\_

(Name of Firm)

to execute the Affidavit and did so as his or her free act and deed.

(Seal)

Sworn and subscribed before me \_\_\_\_\_

(Notary Public)

Commission Expires: \_\_\_\_\_  
.....

**M**

23.06c (Rev 10/99)

**Washington Metropolitan Area Transit Authority**

DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
MONTHLY PROMPT PAYMENT REPORT

**PRIME – CONTRACTOR’S REPORT**

This report is required to be submitted to the Office of Procurement, DBE Branch 600 5<sup>th</sup> Street, NW, Suite 3C, Washington, DC 20001, pursuant to the requirements of WMATA’s DBE Program Plan and §26.29 of 49 CFR Part 26.

Contract No.: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Name of Prime Contractor: \_\_\_\_\_ DBE – Yes    or    No

Prime Contract Amount: \_\_\_\_\_ Total Received this Reporting Period: \_\_\_\_\_ Total Received to Date: \_\_\_\_\_  
DBE Goal \_\_\_\_\_

Name of Sub-Contractor	DBE (Y/N)	Description of Work	Date of Contract Awarded	Amount of Sub-Contractor Award	Amount Paid This Reporting Period	Cumulative Paid To Sub-Contractor	% of Physical Work Complete
TOTAL							

I certify the information furnished with respect to DBE subcontractor performance correct to the best of my knowledge and represents a current status of the prime contractor with the DBE subcontractors for the designated period covered by this report. Further, those subcontractors, due payment pursuant to the terms of their subcontracts will be paid within ten days after receipt of payment from WMATA.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Washington Metropolitan Area Transit Authority**

DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
MONTHLY PROMPT PAYMENT REPORT

**SUBCONTRACTOR'S REPORT**

This report is required to be submitted to WMATA's DBE Office, 600 5<sup>th</sup> Street, NW, Suite 3C, Washington, DC 20001, pursuant to the requirements of WMATA's DBE Program Plan and 49 C.F.R. §26.29.

Contract No.: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_ DBE – Yes      or      No

Subcontractor Contract Amount: \_\_\_\_\_ Total Received this Reporting Period: \_\_\_\_\_ Total Received to Date: \_\_\_\_\_

Name of Sub-Contractor	DBE (Y/N)	Description of Work	Date of Contract Awarded	Amount of Sub-Contractor Award	Amount Paid This Reporting Period	Cumulative Paid To Sub-Contractor	% of Physical Work Complete
TOTAL							

I certify the information furnished with respect to DBE subcontractor performance correct to the best of my knowledge and represents a current status for the designated period covered by this report. Further, those contractors, due payment pursuant to the terms of their subcontracts will be paid within ten days after receipt of payment from the Contractor.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX B-1-N/A**

***ATTACHMENT A***  
***NOTICE OF REQUIREMENTS***  
***FOR***  
***SMALL BUSINESS ENTERPRISE (SBE) PROGRAM***

***May 2015***

**~Applies only if proposal price is \$500,000 or less.**





WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
SUPPLY AND SERVICE CONTRACT IFB FQ18125/ER  
**Washington Metropolitan Area Transit Authority (WMATA)**

**COMBINED GLOSSARY OF DEFINITIONS**

**As used throughout this Contract, except to the extent otherwise expressly specified, the following terms shall have the meanings set forth below:**

**Acceptance:** Acknowledgment by the Authority that the supplies, services, or other work conform to the applicable contract requirements.

**Acceptance Period:** The number of days available to the Authority to award a Contract pursuant to this solicitation, during which period offerors may not withdraw their offers.

**Amendment:** Written instructions issued prior to the date set for bid opening to clarify, revise, add or delete requirements of the IFB.

**Approved equal:** An item approved by WMATA as equivalent to a brand name item originally specified.

**Authority or WMATA or Metro:** 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.

**Board of Directors:** The Board of Directors of the Washington Metropolitan Area Transit Authority.

**Brand name:** Identification of an item that is produced or controlled by one or more entities, including trademarks, manufacturer names, or model names or numbers that are associated with a manufacturer.

**Breach:** An unexcused and unjustifiable failure or refusal of a party to satisfy one (1) or terms of the Contract which, if material, shall constitute a basis for potential default.

**Change or Change Order:** A written alteration issued, upon agreement of both parties or unilaterally by the Authority, to modify or amend the Contract, generally directing changes to the Scope of Work and/or Contract terms.

**Claim:** A written demand or assertion by the Contractor seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms, or other relief, arising under or relating to this Contract.

**Clarifications:** Exchanges between the Authority and one (1) or more bidders of a limited nature, whereby bidders may be given the opportunity to clarify certain aspects of their bids or to resolve minor irregularities, informalities or clerical errors.

**Constructive Change:** An act or omission by the Authority that, although not identified as a Change Order, does in fact cause a change to the Contract.

**Contract or Agreement:** The written agreement executed between the Authority and the Contractor awarded pursuant to this solicitation.

**Contract Administrator:** The Authority's representative designated to serve as its primary point of contact for pre-award activities relating to the solicitation as well as such post-award activities as are set forth in the Contract.

**Contracting Officer:** An employee with authority duly delegated from the powers of the Chief Procurement Officer to legally bind the Authority by signing a Contractual instrument. The Contracting Officer is the Authority's primary point of contact for pre-award administration, modifications above the limits of the Contracting Officer's Representative, and final settlement.

**Contracting Officer Representative:** The person to whom the Contracting Officer delegates the authority and responsibility for post-award execution of the Contract. The Contracting Officer's Representative is the Authority's primary point of contact with its Contractor.

**Contractor:** The individual, partnership, firm, corporation, or other business entity that is contractually obligated to the Authority to furnish, through itself or others, the supplies, services and/or construction services described in the Contract, including all incidentals that are necessary to complete the work in accordance with the contract.

**Contract Price:** The amount payable to the Contractor under the terms and conditions of the Contract based on lump sum prices, unit prices, fixed prices, or combination thereof, with any adjustments made in accordance with the Contract.

**Data:** Recorded information, regardless of form or the media on which it may be recorded, including technical data and computer software.

**Day:** Calendar day, except where the term business day, work day or like term is used.

**Designer:** The individual, partnership, firm, corporation or other business entity that is either the Contractor, or employed or retained by the Contractor, to manage and perform the design services for the Contract.

**Disadvantaged Business Enterprise (DBE):** A for-profit small business concern that has been certified by the Authority to be at least fifty-one percent (51%) owned by one (1) or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one (1) or more individuals, and whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it.

**Descriptive literature:** Information provided by an offeror, such as cuts, illustrations, drawings, and brochures that shows a product's characteristics or construction of a product or explains its operation. The term includes only that information needed to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

**Directed, ordered, designated, prescribed or words of like importance:** 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.

**Explanation:** Additional information or clarification provided by an Authority representative to one (1) or more prospective bidders in response to an inquiry relating to the solicitation, that will be binding upon the Authority, only to the extent specified in the Contract.

**Equivalent:** Of equal or better quality and/or performance to that specified in the Contract as determined by the Authority.

**Final Payment:** The last payment to the Contractor for work performed under the Contract.

**Force Majeure:** An unforeseen event or circumstance, beyond the control of, and not occasioned by the fault or neglect of, the Contractor or the Authority, that gives rise to a delay in the progress or completion of the Contract, including, without limitation, acts of God, acts of war or insurrection, unusually severe weather, fires, floods, strikes, freight embargoes or other events or circumstances of like nature.

**FTA:** Federal Transit Administration, an agency within the United States Department of Transportation that provides financial and technical assistance to local public transit agencies.

**Government:** The Government of the United States of America.

**Industry Standards:** Drawings, documents, and specifications or portions thereof published by industry organizations. Industry Standards are not part of this Contract unless specifically listed as such in the Scope of Work.

**Legal Requirements:** All Federal, state and local laws, ordinances, rules, orders, decrees, and regulatory requirements such as: building codes, mechanical codes, electrical codes, fire codes, Americans with Disabilities Act Accessibility Guidelines (ADAAG), and other regulations of any government or quasi-government entity that are applicable to this Contract.

**Milestone:** A specified date in the Contract by which the Contractor is required to complete a designated portion or segment of the work.

**Minor Irregularity:** A variation from the solicitation contained in a bid that does not affect the price or other material term of the Contract and does not confer a competitive advantage or benefit not enjoyed by other offerors or adversely impact the Authority's interests.

**Notice to Proceed:** Written notice issued by the Authority establishing the date on which the Contractor may commence work and directing the Contractor to proceed with all or a portion of the work.

**Offeror:** A party submitting a bid in response to this solicitation.

**Option:** A unilateral right in the Contract by which, for a specified time, the Authority may elect to purchase, at a predetermined price, additional supplies, services and/or work called for by the Contract or to extend the term of the Contract.

**Organizational conflict of interest:** A circumstance in which, because of other activities or relationships, a person, corporation or other business entity is unable or potentially unable to render impartial assistance or advice to the Authority, or its objectivity in performing the Contract is or might be otherwise impaired, or it has an unfair competitive advantage.

**Period of Performance:** The time allotted in the Contract for completion of the work. The period of performance begins upon the effective date of Contract execution and ends on the last date for complete performance of the final option. The period of performance incorporates the milestones established for the Contract.

**Pre-award Survey:** An evaluation of a prospective Contractor's capability to perform a proposed Contract, including an assessment of matters relating to its responsibility.

**Product Data:** Information furnished by the Contractor to describe materials used for some portion of the work, such as written or printed descriptions, illustrations, standard schedules, performance charts, instructions, brochures, and diagrams.

**Records:** 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.

**Safety Sensitive:** FTA regulations at 49 C.F.R. § 655.4 define “safety sensitive functions” as any of the following duties when performed by WMATA as a grant recipient, or any of its contractors: (a) Operating a revenue service vehicle, including when it is not in revenue service; (b) Operating a nonrevenue service vehicle, when required to be operated by the holder of a commercial driver’s license (CDL); (c) Controlling dispatch or movement of a revenue service vehicle; (d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; and (e) Carrying a firearm for security purposes. WMATA’s definition of safety sensitive functions extends beyond FTA’s requirements and includes (f) Employees and contractors who maintain escalators and elevators (including repairs, overhauls and rebuilding) and (g) Station managers.

**Services:** The performance of work by a person or legal entity under contract with the Authority, including without limitation: maintenance; overhaul; repair; servicing; rehabilitation; salvage; modernization or modification of supplies, systems or equipment; routing, recurring maintenance of real property; housekeeping; operation of Authority-owned equipment, facilities and systems; communication services; Architect-Engineering services; professional and consulting services; and transportation and related services.

**Small Business Enterprise Set-Aside:** Competitive procurement(s), less than \$500,000, exclusively for SBE certified bidders/proposers.

**Supplies:** The end item(s) required to be furnished by the Contractor in fulfillment of its obligation under this Contract as well as any and all related services and required performance.

**Statement of Work/Scope of Work (SOW):** The portion of a contract or IFB that describes specifically what is to be done by the Contractor. It may include specifications, performance outcomes, dates and time of performance, quality requirements, etc.

**Solicitation:** This Invitation for Bids (IFB).

**Shop Drawings:** Fabrication, erection, layout, setting, schematic, and installation drawings that they the Contractor prepares for permanent structures, equipment, and systems it designed to comply with this Contract.

**Similar:** Generally the same but not necessarily identical; details shall be worked out in relation to location and relation to other parts of the work.

**Site:** The areas that are occupied by or used by the Contractor and subcontractors during performance of the Contract.

**Small Business Enterprise (SBE):** A for profit small business concern that has been certified by the Authority to be at least fifty one percent (51%) owned by one (1) or more individuals who are economically disadvantaged.

**Small Business & Local Preference Program:** Board mandated small business contracting program for WMATA funded contracts with firm(s) located in the District of Columbia, Maryland or Virginia.

**Subcontract:** An agreement between the Contractor and another party, or between other subcontractors at any tier, to perform a portion of the Contract through the acquisition of specified supplies, materials, equipment or services.

**Subcontractor:** An individual, firm, partnership, or corporation that has a contractual obligation with the Contractor or other subcontractors.

**Submittal:** Written or graphic document or samples prepared for the work by the Contractor or a subcontractor and submitted to the Authority, including shop drawings, product data, samples, certificates, schedules of material, or other data.

**Substantial Completion:** Work or a portion thereof that has progressed to the point where it is sufficiently complete in accordance with the Contract (including receipt of test and inspection reports) so that it , can be utilized for the purpose for which it is intended, and only incidental work remains for physical completion in accordance with the Contract.

**Substitution:** An item offered by the Contractor of significant difference in material, equipment, or configuration, that functionally meets the requirements of the Contract, but is submitted in lieu of item specified therein.

**Utility:** A public and/or private facility or installation, other than WMATA's facility, that relates to (1) the conveyance and supply of water, sewage, gas, chemicals, steam, petroleum products, and other piped installations, or (2) electrical energy, telephone, radio, television, and cellular or wireless communications.

**Utility Standards:** Drawings and specifications for utilities published or issued by municipalities or utility companies.

**WMATA Safety Manual:** A compilation of the appropriate safety and reporting requirements for the project as specified in the Contract.

**WMATA Safety and Security Certification Program Plan:** A compilation of the appropriate system safety and security certification requirements for the project.

**Work:** All of the services of any kind, as well as any and all goods, supplies, equipment, labor, and material, of any type and nature to be furnished and/or performed pursuant to this Contract to accomplish the Contract's stated objectives in a timely and fully satisfactory manner.