



# Request For Quotation

## ProWatch Upgrade

**RFQ-FY18-IT-44607**

**Charmyne D. Reid**

**Date Published: May 21, 2018**

**Due Date/Time: May 29, 2018 at 12:00 p.m. EST.**

**[creid@wmata.com](mailto:creid@wmata.com)**

**NOTE:**

**THIS REQUEST FOR QUOTATION IS BEING ISSUED UNDER THE SIMPLIFIED ACQUISITION PROCEDURES. SIMPLIFIED ACQUISITION PROCEDURES ARE FOR PROCUREMENTS UP TO \$150,000.00. ANY RESPONSE OVER \$150,000.00 WILL NOT BE CONSIDERED.**

**THERE WILL NOT BE A FORMAL BID OPENING FOR THIS PROCUREMENT.**

## **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*.

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;
- Ability to sign up for electronic payment option; and
- Ability to electronically reset user id and password.

Any questions regarding registration may be sent to [clm@wmata.com](mailto:clm@wmata.com). Please be aware that it is the vendor's responsibility to register and update all information in VRS.

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**REQUEST FOR QUOTE**

The Washington Metropolitan Area Transit Authority (WMATA) requires the services/supplies of a qualified vendor to provide an environment which improves the ProWatch system(s), WMATA's Access Control system and optimal performance in WMATA's environment. WMATA expects the awarded vendor to design an update to the architecture to include; but may not be limited to, an additional communications server, and installation of Honeywell's Software Development Kit (HSDK) license(s) on a primary and a secondary redundant sever in WMATA's current environment.

To that end, the Authority is issuing this Request for Quote (RFQ) to solicit quotations from qualified firms and individuals who can satisfy the requirements contained herein.

**PRICE SCHEDULE**

Description	Unit of Measure	Quantity	Unit Price	Extended Price (Quantity*Unit Price)
ProWatch System Optimization	EA	1	\$	\$
Additional COMM Server Implementation	EA	1	\$	\$
Additional HSDK License	EA	1	\$	\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\*Notes:

Pricing shall be F.O.B Destination, covering all costs including but not limited to labor, materials, markups, overhead, profit, insurance, fuel, freight, and transportation.

The Contractor shall complete entries in the columns entitled "Unit Price" or "Extended Price." The prices shown on the Price Schedule Sheet shall constitute full compensation for all costs of performance under this contract. Price evaluation will be based on the extended price.

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**SCOPE OF WORK**

**Introduction**

The objective of the acquisition is to provide an environment which improves the ProWatch system(s), WMATA's Access Control system and optimal performance in WMATA's environment. WMATA expects the awarded vendor to design an update to the architecture to include; but may not be limited to, an additional communications server, and installation of Honeywell's Software Development Kit (HSDK) license(s) on a primary and a secondary redundant sever in WMATA's current environment.

**The outcomes desired by WMATA are as follows:**

Perform a System Optimization on the Pro-Watch server and database;

Improve ProWatch performance metrics;

Architect and implement an updated system design to include an additional communications server with load balancing and redundant functionality;

An additional Pro-Watch Communication licensure is required to support a secondary communications server;

A highly efficient and stable holistic backend environment with performance that scales to meet the increased load requirements over time;

SQL server update.

**Background**

WMATA's current version is ProWatch 4.2.0 with Neverfail v6.7 on a SQL Server 2008 R2 environment.

Presently, High Channel usage is causing performance issues, 111 channels are being used and more are expected due to an increase in badge readers.

**Current Scope of Work**

WMATA expects a turn-key solution for; Design, architecture, testing, implementation, training, and documentation. The work may be performed on-site or available remotely. Technical resources shall install and stand up the HSDK on the respective servers including configuring the server to maximize performance of the second Communications Server. Once this optimization is completed, Vendor shall provide WMATA documentation detailing what was done in the form of a technical document and also an itemized implementation plan listing the service on server, application, licensing an SQL Server updates (all-inclusive implementation). WMATA also expects the following tasks will be part of the optimization and will be supported and/or completed as a part of this optimization:

Preventative maintenance with regard to setting up and maintaining WMATA's environment;

Provide best practice for server configuration including CPUs, and Memory;

The Pro-Watch based access control system shall support redundancy and be able to automatic failover and roll back;

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Best design architecture that meets or exceeds existing WMATAs custom solution for access control management;

Information on the most effective and recommended use of channels so the solution provides the best approach and the most efficient use of channels;

Knowledge Transfer from Vendor technicians to WMATA technical staff to operate and maintain the environment after implementation;

Make sure the proper licenses are provided and installed;

HSDK is configured and licensed as designed on both Primary and Passive server with working integration of DR application (Continuity Engine, Neverfail);

HSDK is configured to proceed with the CNL integration;

Knowledge transfer from Vendor technicians to WMATA ITAPPS and Engineering on the installation and operations of the HSDK;

HSDK functions and communication channels shall remain unchanged after system fails over to the secondary server;

Provide standards and best practice for implementing and supporting multiple Communications Servers;

Provide system design document of how communications servers interfaces with SQL. Also understanding any load balance between the Communications Servers while in primary or redundant state;

Server configuration that best supports enhanced, and improved performance of Pro-Watch  
The ProWatch servers shall have sufficient storage, RAM memory, processing power, and communication channels to remain stable and consistent operations and performance;

The ProWatch-based access control system shall support redundancy and be able to automatic failover and roll back;

The ProWatch system shall be stable and maintain all functions after failover and/or roll back;

HSDK functions and communication channels shall remain unchanged after system fails over to the secondary server.

**Deliverables**

- System Design Documentation
- Architectural Diagram Documentation
- Test Documentation (Unit Test Document)
- Optimize performance of Pro-Watch
- Install license and configure for secondary Communications Server 2.
- Improve and configure Communications Server 1 to meet expectations.
- Install HSDK licenses and configure servers
- Warranty of design and work completed

**Performance and Acceptance Criteria**

Performance increase based on before and after testing results

Failover redundancy based on testing

All of the changes to the WMATA environment must be documented and delivered to IT/APPS prior to close out and/or acceptance.

Successful functional testing prior to implementation

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Successful implementation of the updated system architecture and licenses

Knowledge transfer must take place from Vendor and IT/APPS and Engineering prior to closeout.

**Technical Specifications**

System re-design documentation and architecture to be provided as part of the scope of the project.

Software Modules/Current Version	Current As Of : 05-08-2018
Pro-Watch 4 Shell, Build Version: 4.20 Voucher No.:PW-253520140424-P-5	Production (Current release).
*Pro-Watch 4.3.5 (Upgrade)	<p>PW435PESW Pro-Watch 4.3.5 PE Server Software - 1 Server License, 1 Concurrent User License, 1 Concurrent Advanced Badging License, 32 Reader License. <i>(Additional Add-ons not defined).</i></p> <p><b>Database Support (Enterprise):</b> SQL 2012/SQL 2016</p> <p><u>Server Requirements</u></p> <p><b>Processor:</b> Intel® Xeon® processor E5 or E7 family 3.0 GHz or higher (4 cores or greater);</p> <p><b>Operating System:</b> Windows Server 2008/2008 (32-bit or 64-bit), Windows Server 2012/2014;</p> <p><b>Server Hardware:</b> 16 GB minimum, 32-64 GB recommended. (Windows Server 2008 R2 Standard Edition 32 bit only supports up to 4 GB);</p> <p><b>Drives:</b> RAID Array 1: <i>(OS or hardware based RAID 1)</i>. Capacity, Speed, Interface: 160 GB 7,200RPM or higher SATA or SAS.</p> <p><b>RAID Array 2:</b> <i>(Application Databases). (Hardware based RAID 5 or RAID 10)</i>. Capacity, Speed, Interface: 300 GB 7,200RPM or higher SATA or SAS;</p> <p><b>Network connection:</b> 100Mbps/sec or greater, GB recommended.</p> <p><b>Client Workstation:</b> Intel® Core™ i3, i5, or i7 Processor 2.8 GHz or higher. Windows® 8/8.1 (32 or 64 bit) Windows 10. 4 GB for Windows 7/8/8.1 (32 and 64 bit), 4 GB for Windows 10, Windows 2012/2012/2014 Server Enterprise or Standard edition (32 or 64 bit);</p>

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Pro-Watch 4 Shell, Build Version: 4.20 Voucher No.: PW- 477820160310-DEV-1	Development Server
Pairs with HSDK-015120160311- D	HSDK Application
Neverfail Heartbeat v6.7.15066 10.11.132.56	Disaster Recovery System
JGCOMPWATCHPv 10.10.131.83	Communications Server 1
JGCOM2PROWTCHPv 10.10.131.206	Communications Server 2

**Location of work and any constraints**

Vendor can either be on site or work remotely

Servers are located at:

JGB: 600 Fifth ST NW, Washington, DC 20001

CTF: 3500 Penny Dr. Building E Landover Md. 20785

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**REQUEST FOR QUOTATION**  
**INSTRUCTIONS**

1. **Type of Award:** The Authority will award a Firm Fixed Price Contract (FFP). Purchase Order resulting from this solicitation. Unless otherwise specified, all goods and materials furnished to the Authority must be new and unused. Contractors are advised that:
  - a. If “services” are to be performed pursuant to this RFQ, they must be provided in all respects as specified herein and include the services to be furnished, together with any labor, material or other work necessary for satisfactory performance.
  - b. If “supplies” are to be provided pursuant to this RFQ, they must be in all respects as specified herein and include the items to be furnished, together with any labor, service or other work necessary for satisfactory performance.
  
2. **Basis for Award:**
  - a. The award(s), if made, will be made to the Contractor (i) whose quote is judged to be responsive to the terms of the solicitation and based solely upon the price as identified in the Price Schedule and (ii) who demonstrates to the satisfaction of the Authority that it is responsible for purposes of award of a purchase order. Any such award will be made within ninety (90) days after receipt of the quote.
  - b. If, after receipt of the quotes, the Contracting Officer determines that adequate price competition does not exist, the Contractor shall provide certified cost or pricing data at the Contracting Officer’s request.
  - c. Unless otherwise expressly specified in the Price Schedule, the Authority may make multiple awards as a result of this solicitation.
  - d. The Authority reserves the right to reject all bids and cancel this RFQ at any time prior to award.
  
3. **Minimum Acceptance Period:** The Authority requires a minimum acceptance period of **ninety** (90) calendar days from the due date for quotes under this RFQ.
  
4. **Delivery Location:**

Please see Scope of Work.

Shipment notification and tracking information must be provided to the WMATA point of contact to ensure the representative will be present to receive the item(s).
  
5. **Submittal of Quotations:**

Submit one (1) completed and signed copy of the Price Schedule Sheet, along with any required, signed Representations and Certification. Questions concerning this Request for Quotation may be directed to:

WMATA  
Office of Procurement & Materials



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600 Fifth Street, NW  
Third Floor, Room 301-E  
Washington, DC 20001  
Attn: Charmyne D. Reid  
(202) 962-1476

**E-Mail:** creid@wmata.com

**Quotations must be received by 12 p.m. on May 29, 2018.**

## TERMS AND CONDITIONS OF PURCHASE ORDER

### 1. DEFINITIONS (MAR 08)

- (a) **“Authority”** means the Washington Metropolitan Area Transit Authority.
- (b) **“As indicated”** means as shown in applicable drawings, as described in the specifications, as required in the Purchase Order form, or as required in documents referenced by the Authority therein.
- (c) **“Contracting Officer”** means the person executing this purchase order on behalf of the Authority within the limits of his/her authority.
- (d) **“Item”** means goods, supplies, materials, equipment, or services described or listed in the Request for Quotes or the Purchase Order.
- (e) **“Vendor”** means an individual, firm, partnership, corporation, limited liability Company, or any combination thereof, to which a purchase order is issued.

### 2. PREPARATION AND SUBMISSION OF QUOTES (MAR 08)

- (a) **Form.** Quotes solicited by the Authority must be submitted on the Request for Quote forms furnished or authorized by the Authority in order to be considered.
- (b) **Method.** Quotes shall contain the WMATA stock number, manufacturer's name and part number, unit price, and delivery date for the items listed. The price must be a firm-fixed price for ninety (90) days. When a quote is submitted by facsimile, the quote shall be signed and shall contain the identification number, the date, time, and the address of the vendor. The quote should be faxed to the Contracting Officer or his designated representative listed on the Request for Quote form. Electronic quotes shall be submitted through the specific e-commerce portal authorized by the Authority. Quotes received after the date and time indicated for receipt will not be considered. The Authority reserves the right to extend the date for receipt of quotes in the absence of competition.

### 3. AWARD (MAR 08)

- (a) **Right to Reject.** The Authority reserves the right to reject any and all quotes and to waive informalities and minor irregularities in quotes received, other provisions herein notwithstanding.
- (b) **Aggregate or Line Item Award.** Award will be made in the aggregate or on a line item basis, wherever is more advantageous to the Authority.
- (c) **Basis of Award.** Award(s), if made, will be to the responsible vendor offering the lowest quotation that meets the Authority's requirements. Any such award will be made within sixty (60) days after receipt of the quote.
- (d) **Execution.** A Purchase Order signed by the Authority's Contracting Officer, mailed or delivered to the vendor within the time indicated in paragraph 3(c) will result in a binding agreement without further action by either party.

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- (e) **Implementation.** The Purchase Order shall be interpreted, construed, and given effect in all respects according to the laws of the District of Columbia, unless Federal law takes precedence.
- (f) **Severability.** If any provision(s) of this RFQ shall be held to be invalid, illegal, unenforceable, or in conflict with the law of the District of Columbia, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**4. TERMS OF PAYMENT (MAR 08)**

- (a) **Discounts.** The vendor may offer discounts for timely payments. Such discounts will not be considered in determining the lowest quote.
- (b) **Thirty (30) Day Term.** The quote will be automatically subject to a thirty (30) day term of payment, unless the vendor offers a discount. The Authority will not be liable for interest, however represented, on any sums claimed hereunder.
- (c) **Computation of Discount.** Discount time will be computed from the date of delivery at the place of acceptance or from receipt of a correct invoice at the office specified by the Authority, whichever is later. Payment is made, for discount purposes, when the check is mailed, or if applicable, when funds are electronically transferred [See 5(a) below].
- (d) **Garnishment of Payments.** Payments made under this purchase order shall be subject to any levies, garnishment and attachment orders issued pursuant to the laws of the U.S., Maryland, Virginia, and the District of Columbia.

**5. METHODS OF PAYMENT (MAR 08)**

- (a) **Electronic Funds Transfer.** Vendors are strongly encouraged to convert to electronic funds transfers by completing the Electronic Funds Transfer (EFT) Vendor Payment Enrollment Form and faxing it to (202) 962-1655, WMATA Accounting Office, ATTN: Manager. Use of this method allows for expedited payment compared with payment by check. Payments by this method are deposited directly into the vendor's designated bank account.
- (b) **Check Payment.** Although not the preferred method of payment, WMATA will disseminate paper checks. This method of payment is not the most expedient and may result in delays.

**6. INVOICING (MAR 08)**

- (a) **Submission of Invoice.** Payments will be made following acceptance of the services or supplies to be provided under this Contract and after receipt and acceptance of a properly completed invoice. WMATA will accept the submittal of invoices in one of the following methods:
  - (1) Email: Invoices may be submitted through email at: [apinvoice@wmata.com](mailto:apinvoice@wmata.com). Please submit one invoice and supporting documentation per PDF attachment. You may submit more than one PDF attachment per email.

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- (2) Fax: Invoices may be submitted via the following number: 1-866-534-9063. Please submit one invoice and all supporting documentation for this invoice per fax.
- (3) Regular Mail: Invoices may be submitted via U.S. Postal Service to the following address:

WMATA-Accounts Payable  
PO Box 1910  
Beltsville, MD 20704-1910

Note: This address is only for vendors' invoices. Correspondence should not be sent to this address.

- (b) **Invoice Requirements.** Each invoice must include the: (1) purchase order number; (2) invoice date; (3) date of delivery or shipment of the supplies or equipment, or for services, the period of performance; (4) description of the supplies or equipment delivered, or, if applicable, the service performed; (5) quantity shipped; (6) unit and extended price, less any applicable discounts; (7) total amount invoiced; and (8) remittance address. If multiple invoices are submitted, the invoices must be numbered sequentially.
- (c) **Final Invoices.** All final invoices shall be clearly marked "FINAL INVOICE."
- (d) **Authority Tax Exempt Numbers.** The Authority is exempt from federal, District of Columbia and state taxation. The Authority's tax numbers are as follows: Federal, 52-0847040; District of Columbia, 5611-0082187-001; Maryland, 30072210; and Virginia no longer issues a numbered certificate, instead, for each purchase made in Virginia, the vendor will go to <https://www.wmata.com/about/business/business-forms.cfm> and print and complete the required Virginia certificate.

**7. INDEMNIFICATION**

Please see Attached Appendix A. Executed document shall be returned with RFP submission agreeing to requirements.

**8. MINIMUM INSURANCE REQUIREMENTS**

Please see Attached Appendix A- Executed document shall be returned with RFP submission agreeing to requirements.

**9. PRICE, SHIPMENT, AND DELIVERY (MAR 08)**

- (a) **Price.** Prices shown on the Purchase Order may not be exceeded without the Contracting Officer's written authorization prior to shipment or delivery of performance. If a higher price is authorized, a change order will be generated to reflect the higher price.
- (b) **Time of Delivery.** The time and date of deliveries for the Purchase Order are "of the essence." The vendor's failure to deliver at the time and date specified

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shall be the basis for rejection, cancellation, or default termination by the Authority. The place of delivery shall be that set forth in the Purchase Order under "Ship to." Delivery shall be made during normal working hours only, unless otherwise agreed.

- (c) **Cancellation. (MAR 08)** The Authority shall have the right to cancel this Purchase Order, if not filled by the required delivery date specified in the Purchase Order or in accordance with the terms specified. The Authority reserves the right to return deliveries received after notification of cancellation at the vendor's expense.
- (d) **Packaging of Goods.** No charges are allowed for boxing and packing, unless otherwise agreed. The vendor shall package goods in accordance with commercial practice and shall secure the lowest appropriate transportation costs, unless otherwise agreed. Each shipping container shall be clearly and permanently marked with the following: (1) vendor's name and address; (2) Authority's full name and the address of the place of delivery; (3) Purchase Order number; (4) name of the Contracting Officer or his or her designated representative; (5) container number and total number of containers, for example "Box 1 of 4 boxes," and (6) container bearing the shipping/packing list. The Authority's count or weight shall be conclusive on shipments not accompanied by a shipping/packing list.
- (e) **Transportation Charges.** Transportation terms are F.O.B. Destination, unless otherwise specified. If the quoted delivery terms include transportation costs, unless otherwise agreed. If transportation costs are based on actual costs, a copy of the freight bill showing actual costs for the shipment must be attached to the invoice. The Authority has the right to designate the method of transportation to be used to ship the goods.
- (f) **Substitution.** No substitutions are permitted without the Contracting Officer's written approval.
- (g) **New and Unused.** All goods shall be new and unused, unless otherwise specified.
- (h) **Compliance Laws and Regulations.** All goods and services ordered shall comply with all Federal, state, and local laws and regulations.

10. **REQUIREMENTS CONTRACT**

N/A

11. **INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT**

N/A

12. **ORDERING**

N/A

13. **ORDER LIMITATIONS**

N/A

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**14. ORDER OF PRECEDENCE**

Any inconsistency in the Contract shall be resolved by giving precedence in the following order: (a) Terms and conditions in this RFQ; (b) The standard PO terms and conditions listed on [www.wmata.com](http://www.wmata.com) (c) The specifications or scope of work; (d) drawings, if any; (d) Other documents, exhibits, and attachments generated by the submissions of the Contractor generated as part of the Contract. In the event of a conflict in the terms and conditions in the RFQ and on the website, the RFQ controls.

**Notwithstanding paragraph (a), in the event that this Contract is funded in whole or part by the Federal Government, all Contract terms mandated for inclusion by the Federal Government shall be deemed to supersede any other conflicting or inconsistent provision of this Contract.**

**15. INAPPLICABILITY OF CLAUSES REQUIRING UNAUTHORIZED OBLIGATIONS**

(a) Except where the Chief Procurement Officer specifically agrees in writing, when any supply or service acquired under this Contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), Master Agreement, Terms and Conditions or similar legal instrument or agreement, that includes any clause requiring WMATA to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability or that would create an unauthorized obligation, the following shall govern:

(i) Any such clause is unenforceable against WMATA.

(ii) Neither WMATA nor any authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind WMATA or any WMATA authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) When any supply or service acquired under this Contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, any clause requiring WMATA to pay pre-judgment interest, taxes to which it is exempt, or automatic fines is void and without effect.

**16. CRIMINAL BACKGROUND CHECK REQUIREMENT**

(a) As a prerequisite to eligibility for a WMATA-issued identification and access badge ("One Badge"), access to WMATA's customers, property, or confidential information, and in consideration for this Contract, the Contractor shall have the sole responsibility for, and shall assure, adequate criminal background screenings on a routine basis of all of its personnel who are or will be working on WMATA's premises (whether they receive a One Badge or not) or otherwise have access to WMATA's customers, property, or confidential information.

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- (b) Contractor shall implement, not later than notice to proceed, a criminal background check screening of the Contractor's personnel that shall take into consideration (1) the nature of the services or work being performed under the contract with particular regard for the individual's access to, and interaction with, WMATA's customers, property, and confidential information; (2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence.
- (c) The Contractor shall contract with, or otherwise engage, a reputable third-party vendor to conduct the required criminal background screenings, and shall provide the vendor with a copy of its criminal background check screening policies and procedures.
- (d) The Contractor shall not place any person on or engage any person under this Contract, unless that person passes the Contractor's criminal background screening. At the end of each calendar quarter, the Contractor shall certify to the Contracting Officer's Technical Representative on a form provided, its compliance with this criminal background screening requirement and confirm that all persons required to be screened passed the contractor's criminal background screening before working on this Contract. For the sole purpose of monitoring the Contractor's compliance, WMATA reserves the right to request additional documents or perform its own criminal background screening of Contractor's personnel. The Contracting Officer will inform the Contractor, in writing, of any proposed action within a reasonable time before such action is taken.
- (e) The Contractor shall indemnify and hold WMATA harmless from any and all claims, demands, damages, costs and expenses, including attorneys' fees and other costs and expenses associated with any claims, demands, requests for relief, and/or other liabilities arising out of or resulting from the contractor's criminal background screening obligations and processes.
- (f) The Contractor will include this requirement in all subcontracts under this Contract, and receive certifications from their subcontractors to ensure that its subcontractors' personnel who are or will be working on WMATA's premises (whether they receive a One Badge or not) or otherwise have access to WMATA's customers, property, or confidential information undergo the required criminal background checks.

**17. WARRANTY OF SUPPLIES**

- (a) All workmanship, parts and materials furnished for this Contract shall be unconditionally warranted against failures or defects for a period of one (1) year after the item supplied is accepted, or placed in service, by the Authority, whichever is earlier. The Contractor shall accept the Authority's records with respect to the date that the item was placed in service.
- (b) In the event that any work covered by this warranty clause fails during the warranty period, the Contractor shall repair or replace it within three (3) days, without cost or expense to the Authority.
- (c) Should the Contractor shall fail to repair or replace any part or do any work in accordance with the terms of this warranty, or if immediate replacement or work is necessary to maintain operations, the Authority may cause such replacement to be

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made, utilizing its own forces and/or those of third parties as the Authority deems appropriate, at the Contractor's expense.

- (d) Each piece of equipment, component or part thereof that the Contractor replaces, repairs, adjusts or services under the terms of this warranty during the warranty period shall be reported to the Contracting Officer on the Authority's forms. Each report shall indicate, in detail, all repairs, adjustments and servicing to each and every component, unit or part thereof.
- (e) Any warranty work shall be accomplished with minimum disruption to the Authority's operations and its maintenance and service facilities. The Authority shall at its sole discretion determine the availability of facilities for warranty work.
- (f) The Authority's rights set forth in this clause shall be in addition to those set forth elsewhere in this Contract or otherwise at law or in equity.

**18. WARRANTY OF SERVICES**

- (a) Definitions.

"Acceptance," as used in this clause, means the act(s) of WMATA's authorized representative by which WMATA approves specific services, in partial or complete performance of the Contract.

- (b) Notwithstanding inspection and acceptance by WMATA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by WMATA. This notice shall state either --

- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
- (2) That WMATA does not require correction or re-performance.

- (c) If the Contractor is required to correct or re-perform, it shall be at no cost to WMATA, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace the services with similar services and charge the Contractor with the cost, or make an equitable adjustment to the Contract price.

- (d) If WMATA does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment to the Contract price.

**THE REMAINING TERMS AND CONDITIONS CAN BE FOUND ON [WWW.WMATA.COM](http://WWW.WMATA.COM). NO OTHER TERMS AND CONDITIONS WILL SUPERSEDE THESE TERMS AND CONDITIONS AND THE ONES FOUND ON [WWW.WMATA.COM](http://WWW.WMATA.COM).**