

**Metropolitan Washington Airports Authority**  
**PROCUREMENT AND CONTRACTS DEPT.**  
**SOLICITATION OFFER AND AWARD**

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-440 1 Aviation Circle, Suite 154 Washington, DC 20001-6000		<b>1. FOR INFORMATION CONTACT</b> NAME: <b>Kimberly A Crego</b> TELEPHONE NUMBER: <i>(No Collect Calls)</i> <b>703-417-8662</b>	
<b>2. SOLICITATION NUMBER</b>	<b>3. TYPE OF SOLICITATION</b>	<b>4. DATE ISSUED</b>	
<b>1-06-C076</b>	REQUEST FOR PROPOSALS (RFP)	<b>June 6, 2006</b>	
<b>SOLICITATION</b>			
<b>5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION</b>			
The Contractor shall furnish all necessary labor, materials, tools, equipment and supervision to provide Eight (08) Low Floor, Low Emissions Diesel Powered Passenger Transport Shuttle Buses for Washington Dulles International Airport's Public Parking Operation. All requests for approved equals shall be submitted with the proposal. All questions concerning this solicitation must be submitted by 3:00 PM July 6, 2006 via the Authority's website at: <a href="http://www.mwaa.com/business_information/contracting_opportunities/op-pages/1-06-c076-overview">http://www.mwaa.com/business_information/contracting_opportunities/op-pages/1-06-c076-overview</a> <b>Note:</b> This solicitation has a 0% LDBE participation requirement.			
NOTE: CONTRACTORS ARE RESPONSIBLE FOR VERIFYING NUMBER AND DATES OF AMENDMENTS PRIOR TO SUBMITTING A PROPOSAL. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY RESULT IN PROPOSAL BEING DETERMINED NON-RESPONSIVE.			
<b>6. BOND REQUIREMENTS</b>			
PAYMENT BOND: None		PERFORMANCE BOND: None	
<b>7. FEE FOR SOLICITATION DOCUMENTS</b>	<b>8. PRE-PROPOSAL CONFERENCE</b>		
None	No pre-proposal conference is scheduled.		
<b>9. DEADLINE FOR OFFER SUBMISSION</b>			
Sealed offers in original and <b>5</b> copies to perform the work or to furnish the supplies or services in the Schedule are due at the place specified at the top of this form by <b>2:00 P.M.</b> local time, <b>July 20, 2006</b> . Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time the offers are due. Proposals will not be publicly opened.			
<b>OFFER (Must be fully completed by offeror)</b>			
<b>10. NAME AND ADDRESS OF OFFEROR (Include Zip Code)</b>		<b>11. REMITTANCE ADDRESS (If different than Item 10)</b>	
		<b>12A. E-MAIL ADDRESS</b>	
<b>10A. TELEPHONE NUMBER</b>	<b>10B. FAX NUMBER</b>	<b>12B. COMPANY INTERNET WEBSITE</b>	
NOTICE: Offer shall be valid for <b>60</b> days			
<b>13. ACKNOWLEDGMENT OF AMENDMENTS (This offeror acknowledges receipt of amendments to this solicitation - give number and date of each)</b>		<b>14A. NAME &amp; TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b>	
AMENDMENT NO.			
DATE			
		<b>14B. SIGNATURE</b>	<b>14C. DATE</b>
<b>AWARD (To be completed by MWAA)</b>			
<b>15. ACCEPTED AS TO ITEMS NUMBERED</b>	<b>16. CONTRACT NUMBER</b>	<b>21A. NAME OF CONTRACTING OFFICER</b>	
<b>17. AMOUNT</b>	<b>18. DATE OF AWARD</b>	<b>21B. SIGNATURE OF CONTRACTING OFFICER</b>	
<b>19. ACCOUNTING DATA</b>	<b>20. PROCUREMENT REQUEST NUMBER</b>		
<b>22. PROPERTY INFORMATION</b>			
<input checked="" type="checkbox"/> CAPITALIZED ASSET <input type="checkbox"/> CONTROLLED ASSET <input type="checkbox"/> REAL PROPERTY			

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# Metropolitan Washington Airports Authority **SCHEDULE**

NAME OF OFFEROR OR CONTRACTOR	SOLICITATION OR CONTRACT NUMBER	PAGE
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**SCOPE OF WORK**

The Contractor shall furnish all necessary labor, materials, tools, equipment and supervision to provide Eight (08) Low Floor, Low Emissions Diesel Powered Passenger Transport Shuttle Buses for Washington Dulles International Airport's Public Parking Operation.

All prices contained in the Pricing Schedule shall include labor, materials, tools, equipment, as well as delivery and administrative costs associated with buses, equipment testing, inspection or audit procedures and all other charges that may be imposed in fulfilling the terms of the contract. As the Authority is a tax exempt public agency, sales tax shall not be included in the prices. Prices submitted shall remain firm regardless of make/model year changes that may occur.

All Buses are to include technical publications, optional equipment, accessories and/or appurtenances in accordance with the Specifications included herein.

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
01	Passenger Carrying Shuttle Buses  Please provide the following:  Year: _____ Make: _____ Model: _____  Bus #1 Delivery Date: _____ Bus #2 Delivery Date: _____ Bus #3 Delivery Date: _____ Bus #4 Delivery Date: _____ Bus #5 Delivery Date: _____ Bus #6 Delivery Date: _____ Bus #7 Delivery Date: _____ Bus #8 Delivery Date: _____  <b>Total Price - Item 01</b>	8	EA	\$ _____	\$ _____
					\$ _____

**NOTES**

**BASIS OF EVALUATION:** Price is only one of several criteria upon which proposals will be evaluated. See Section X, Attachment 02, for documentation and information required by, or in support of evaluation criteria. Price evaluation will be based on the total price of the eight (08) buses in item 01.

**PROMPT PAYMENT DISCOUNTS:** Prompt payment discounts may be proposed, however, the Authority will evaluate the cost of the proposal without the offeror's prompt payment discount.

## SECTION IV - REPRESENTATIONS AND CERTIFICATIONS

### 01 PARENT COMPANY AND IDENTIFYING DATA

- A. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offeror's company means that the parent company must own at least 51% of the voting rights in that company. A company may control an offeror as a parent company even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.
- B. The offeror  is,  is not (check applicable box) owned or controlled by a parent company.
- C. If the offeror checked "is" in paragraph B. above, it shall provide the following information:

Name and Main Office Address of  
Parent Company (include zip code)

Parent Company's Employer's  
Identification Number

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

\_\_\_\_\_

- D. If the offeror checked "is not" in paragraph B. above, it shall insert its own Employer's Identification Number on the following line:

\_\_\_\_\_.

### 02 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable box, represents that:

- A. It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization, or  a joint venture.
- B. If the offeror is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country).

### 03 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Authority in connection with this request for proposals or quotations:

\_\_\_\_\_

\_\_\_\_\_

### 04 LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION

- A. Representation The offeror represents and certifies as part of its offer that it  is,  is not a local disadvantaged business enterprise.

- B. Definitions **"Local Disadvantaged Business Enterprise" (LDBE)** is defined as a disadvantaged business concern which is organized for profit and which is located within a 100-mile radius of Washington, DC's zero mile marker. Those business entities located within counties that fall partially within the aforementioned boundary would also be eligible to participate in the Authority's LDBE Program. **"Located"** means that, as of the date of the contract solicitation, a business entity has an established office or place of business within a city, county, town, or political jurisdiction within the 100-mile radius referenced above. Evidence of whether a business is **"located"** within the region includes, but is not limited to: an address that is not a Post Office Box; employees at that address; business license; payment of taxes; previous performance of work similar to work to be performed under contract, or related work; and other indicia. A **"disadvantaged business"** is defined as a firm which is not dominant in its field, and which meets the Authority's disadvantaged business size standard(s) for this solicitation.
- C. Certification Proposed LDBEs must apply to the Authority's Equal Opportunity Programs Office for certification. For further instruction, see **Section IX on Local Disadvantaged Business Enterprise Participation (LDBE)** in this Solicitation.

## 05 MINORITY BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The offeror represents that it [ ] is, [ ] is not a Minority Business Enterprise.
- B. Definition. A **Minority Business Enterprise** is:
1. A firm of any size which is at least **51%** owned by one or more minority persons or, in the case of a publicly-owned corporation, at least **51%** of all stock must be owned by one or more minority persons; and whose management and daily business operations are controlled by such persons. A person is considered to be a minority if he or she is a citizen of lawful resident of the United States and is:
    - a. Black (a person having origins in any of the black racial groups in Africa);
    - b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
    - c. Portuguese (a person of Portugal, Brazilian, or other Portuguese culture or origin, regardless of race);
    - d. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
    - e. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America.)
- C. Certification. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

## 06 WOMEN BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The offeror represents that it [ ] is, [ ] is not a Women Business Enterprise.
- B. Definitions. A **Women Business Enterprise** is:

1. A firm of any size which is at least **51%** owned by one or more women or, in the case of a publicly-owned corporation, at least **51%** of stock must be owned by one or more such women; and
  2. Whose management and daily business operations are controlled by such persons.
- C. Certification. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

## 07 CONTRACTOR IDENTIFICATION

Each offeror is requested to fill in the appropriate information set forth below:

DUNS Identification Number \_\_\_\_\_ (this number is assigned by Dun and Bradstreet, Inc., and is contained in that company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from the local Dun & Bradstreet office. If no number has been assigned by Dun & Bradstreet, insert the word "none.")

## 08 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

A. The offeror certifies that --

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 competitor relating to (a) those prices, (b) the intention to submit a offer, or (c) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature of the offeror is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in its offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A.1. through A.3. above; or
2. a. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A.1. through A.3. above

\_\_\_\_\_  
(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this offer or proposal, and the title of his or her position in the offeror's organization);

- b. As an authorized agent, does certify that the principals named in subdivision B.2.a. above have not participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.
  - c. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.
- C. If the offeror deletes or modifies subparagraph A.2. above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**09 CERTIFICATION OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9**

The offeror certifies that it is in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under. The offeror also certifies that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under.

**SECTION V - SOLICITATION PROVISIONS****01 SOLICITATION DEFINITIONS**

"Offer" means "proposal" in negotiation. "Solicitation" means a Request for Proposals (RFP) or a Request for Quotations (RFQ) in negotiation. "The Authority" means Metropolitan Washington Airports Authority.

**02 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS**

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on the Solicitation Offer and Award Form; or (c) by letter or facsimile. The Authority must receive the acknowledgment by the time specified for receipt of offers.

**03 SUBMISSION OF OFFERS**

A. Offers and modifications thereof shall be submitted in sealed envelopes or packages showing the name and address of the offeror, the solicitation number, and the time specified for receipt. Envelopes or packages should be addressed and delivered to the following location:

Metropolitan Washington Airports Authority  
Procurement and Contracts Department, MA-440  
Ronald Reagan Washington National Airport  
1 Aviation Circle, Suite 154  
Washington, DC 20001-6000

B. Offers and modifications thereof which are submitted via any form of electronic transmission such as facsimile (FAX) or telegraph will not be considered unless authorized by this solicitation.

C. Offers, modifications thereof, and all documentation submitted in support of the offer, including but not limited to, written narrative, enclosures, submittal, examples of past work, financial statements, and videos will become the property of the Authority and will not be returned.

**04 LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS OF OFFERS**

A. Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and:

1. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th); or
2. Was sent by overnight express delivery service (i.e. FedEx, UPS, Airborne Express, U.S. Postal Service Express Mail, or other similar guaranteed delivery service) in time to have arrived prior to the date and time specified for receipt of offers.
3. Was sent by mail or by overnight express delivery service (or was electronically transmitted via fax if authorized), and it is determined that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices.
4. Is in the Authority's best interest to accept the offer.

- B. Any modification or withdrawal of an offer except a modification resulting from the Contracting Officer's request for "best and final" offer is subject to the same conditions as in paragraph A.1. through 4. above.
- C. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- D. The only acceptable evidence to establish the time of receipt at the Authority installation is the time/date stamp of that installation on the offer wrapper or other documentary evidence of receipt maintained by the installation.
- E. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- F. Notwithstanding paragraph A. above, a late modification of an otherwise successful offer that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.
- G. Offers may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and that person signs a receipt for the offer.

## 05 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their offers data that they do not want disclosed to the public for any purpose or use by the Authority except for evaluation purposes, shall--

- A. Mark the title page with the following legend:

**"This offer includes data that shall not be disclosed outside the Authority and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Authority shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Authority's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and**

- B. Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

**06 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the offerors' risk.
- B. Multiple/alternate offers will not be considered unless this solicitation authorizes their submission.
- C. Offerors shall furnish the information required by the solicitation. Offerors shall sign the offer and print or type its name on the Schedule and each continuation sheet on which they make entries. Erasures or other changes must be initialed by the person signing the offer. Offers signed by agents shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- D. For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation, and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct; subject, however, to correction to the same extent and in the same manner as any other mistake.
- E. Offers for supplies other than those specified will not be considered unless authorized by the solicitation.
- F. Offerors must deliver supplies within the time specified in the solicitation.
- G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

**07 EXPLANATION TO PROSPECTIVE OFFERORS**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specification, etc., must request it in writing soon enough to allow a written reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

**08 CONTRACT AWARD**

- A. The Authority will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Authority, cost or price and other factors specified elsewhere in this solicitation, considered.
- B. The Authority may (1) request "best and final offers," (2) reject any or all offers if such action is in the Authority's best interest, (3) accept other than the lowest offer, and/or (4) waive informalities and minor irregularities in offers received.
- C. The Authority may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- D. Prompt payment discounts may be offered however, the Authority will evaluate the cost of the offer without the offeror's prompt payment discount.

- E. In evaluation and consideration of this procurement, the Authority, when deemed in its best interest, reserves the right to make multiple and/or split awards.
- F. The Authority may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Authority reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.
- G. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Authority may accept an offer (or part of an offer, as provided in paragraph F. above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Authority.
- H. Neither financial data submitted with an offer, nor representations concerning facilities for financing, will form a part of the resulting contract. However, if the resulting contract contains a provision providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

## **09 PRE-PROPOSAL CONFERENCE**

No pre-proposal conference will be held.

## **10 PRE-AWARD SURVEY**

The Authority reserves the right to perform or to have performed, an on-site survey of the offeror's facilities and to investigate its other capabilities. This survey will serve to verify the data and representations submitted, and to determine that the offeror has overall capability adequate to meet the contract requirements.

## **11 SOLICITATION COSTS**

This solicitation does not commit the Authority to pay any costs incurred in the preparation or submission of any offer or to procure or contract for any work.

## **12 TYPE OF CONTRACT**

The Authority contemplates award of a fixed price contract resulting from this solicitation.

## **13 OFFEROR'S QUALIFICATIONS**

- A. Offers will be considered only from responsible individuals, copartnerships, corporations or other private organizations demonstrating that they have the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work. Labor relations measured by standards of compensation, promptness in meeting obligations, and frequency of personnel changes, among other things, will be considered in determining whether a offeror has an established operating organization.
- B. Prior to award of contract, the Contracting Officer may require the apparent successful offeror to submit the following:
  - 1. List of the equipment to be used on performing the contract work.

2. Number of employees and hours each will work per day.
3. List of work to be subcontracted.
4. List of firms for whom similar work has been performed in the past five (5) years.

#### 14 OFFER DOCUMENTS

Offerors shall include in their offer submission all documents required by this solicitation including, but not limited to, the following:

1. Solicitation Offer and Award
2. Schedule
3. Representations and Certifications
4. Section VI, Special Provisions, Use of Contract by Other Jurisdictions \*
  - \* Failure to extend a contract to any participating Jurisdiction will have no effect on consideration of proposals
5. Documentation and information required by, or in support of evaluation criteria (Section VIII, Attachment 02).
6. Vehicle Information Questionnaire (Section VIII, Attachment 03).
7. Exceptions to Specifications Form (Section VIII, Attachment 04).

#### 15 PROTESTS

- A. Protests must be typewritten and hand-delivered or mailed to the Manager of the Procurement and Contracts Department, (MA-440), Metropolitan Washington Airports Authority, 1 Aviation Circle, Washington, DC 20001-6000. If a protest is mailed, it should be sent by registered or certified mail, return receipt requested. Protests sent by facsimile machine will not be considered to meet the applicable deadline unless the original is hand-delivered or mailed and received by the Procurement and Contracts Department Manager prior to the applicable deadline.
- B. If a potential offeror believes it has grounds to protest any terms or conditions contained in or omitted from a solicitation issued by the Authority or an amendment to that solicitation, the potential offeror must file its protest with the Authority's Procurement and Contracts Department Manager. The protest must be received by the manager by the earlier of the following two dates: (1) Fourteen (14) days after issuance date of the solicitation or the date of the solicitation amendment containing the terms and conditions that are the subject of the protest, or (2) the due date for bids or proposals.
- C. If an unsuccessful offeror on an Authority solicitation believes it has grounds to protest the rejection of its bid or proposal, or the award of a contract (other than grounds relating to the terms or conditions contained in or omitted from a solicitation or solicitation amendment), that offeror must file its protest with the Procurement and Contracts Department Manager. The protest must be received by the manager within seven (7) calendar days after the date of the Authority's letter notifying the offeror that its bid or proposal was unsuccessful or not accepted.
- D. The Procurement and Contracts Department Manager will attempt to respond to a protest within seven (7) days from receipt of the protest. If the manager determines that additional time will be required to respond to the protest, the manager will, within seven (7) days, notify the protestor of the time period within which a response will be made.
- E. The General Manager may proceed with Award of the contract and notice-to-proceed while a protest is pending if he determines it to be in the Authority's best interest to do so.

**16 BRAND NAME OR APPROVED EQUAL**

Unless otherwise provided in the solicitation, or unless the name is followed by words indicating that no substitution is permitted, the reference to a certain brand name, make, model number, or manufacturer does not restrict the proposal to the specific brand, make, model number or manufacturer identified. The specific references to a brand is not intended to exclude other products but to convey the salient characteristics of function, performance, design requirements and quality of the item described. Comparable products of other manufacturers will be considered if proof of comparability is contained in or accompanies the proposal. Any item which the Authority, at its sole discretion, determines to be equal to that which is specified, considering quality, workmanship, economy of operation, and suitability for the process intended, will be accepted.

**17 AUTHORITY APPROVED EQUAL**

Offerors are advised that these specifications, although generally reflecting the characteristics, attributes, and construction features required, are set forth for illustrative purposes only. Proposals are invited for items having generally the same characteristics of those specified. In submitting proposals, offerors must furnish specifications, brochures, and other relevant data as required in the attached specifications so that the Authority may fairly determine what is in its best interest. The Authority, in its analysis, will consider relative costs, equivalency of features, serviceability, the design of the item proposed, and other pertinent data.

**18 EXCEPTIONS TO SPECIFICATIONS**

All elements of the specifications identified by asterisk (\*) are considered critical and exceptions to these specifications are not allowed. Proposals having exceptions to such critical elements shall be deemed non-conforming to the solicitation. Any and all exceptions to Specifications shall be listed on the "Exceptions To Specifications" Form included herein as Attachment 04. Use plain white paper if additional space is required.

**SECTION VI - SPECIAL PROVISIONS**

**01 USE OF CONTRACT BY OTHER JURISDICTIONS**

- A. If authorized by the Contractor in paragraph E, below, this Contract shall be extended to any or all jurisdictions of the Metropolitan Washington Council of Governments and political subdivisions of the Commonwealth of Virginia (collectively referred to herein as "participating jurisdictions") to permit their ordering of supplies and/or services in accordance with the prices and terms of this Contract.
- B. Participating jurisdictions are not obligated to use this Contract. Participating jurisdictions opting to use this Contract shall place their orders directly with the Contractor. The Metropolitan Washington Airports Authority shall have no rights, responsibility, obligation or liability with respect to any contract entered into between the Contractor and a participating jurisdiction. The Airports Authority shall not be held liable for any costs or damages incurred by a participating jurisdiction or the Contractor as a result of a contract extended to a participating jurisdiction by the Contractor.
- C. Contracts entered into with participating jurisdictions may contain contract terms and conditions unique to those jurisdictions. If the terms and conditions of a participating jurisdiction's contracts are unacceptable to the Contractor, the Contractor may withdraw its extension of the Contract to that jurisdiction.
- D. It is the Contractor's responsibility to notify participating jurisdictions of the availability of this Contract.
- E. The Contractor authorizes extension of this Contract to the following participating jurisdictions:

**YES NO PARTICIPATING JURISDICTIONS**

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Loudoun County, Virginia
- Manassas, Virginia
- Manassas Public Schools
- Maryland-National Capital Park & Planning Comm.
- Metropolitan Washington Council of Governments

- \_\_\_ \_\_\_ Montgomery College
- \_\_\_ \_\_\_ Montgomery County, Maryland
- \_\_\_ \_\_\_ Montgomery County Public Schools
- \_\_\_ \_\_\_ Prince George's County, Maryland
- \_\_\_ \_\_\_ Prince George's Public Schools
- \_\_\_ \_\_\_ Prince William County, Virginia
- \_\_\_ \_\_\_ Prince William County Public Schools
- \_\_\_ \_\_\_ Prince William County Service Authority
- \_\_\_ \_\_\_ Rockville, Maryland
- \_\_\_ \_\_\_ Spotsylvania County Schools
- \_\_\_ \_\_\_ Stafford County, Virginia
- \_\_\_ \_\_\_ Takoma Park, Maryland
- \_\_\_ \_\_\_ Vienna, Virginia
- \_\_\_ \_\_\_ Washington Metropolitan Area Transit Authority
- \_\_\_ \_\_\_ Washington Suburban Sanitary Commission
- \_\_\_ \_\_\_ Winchester Public Schools

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

**SECTION VII - CONTRACT PROVISIONS****01 DELIVERY AND ACCEPTANCE**

Delivery of the passenger shuttle buses shall be made to:

Metropolitan Washington Airports Authority  
Washington Dulles International Airport  
Loudoun County  
Chantilly, Virginia

not later than the dates specified by the Offerror in Section III – Schedule.

**02 CONTRACTOR INSPECTION REQUIREMENTS**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers parts. This provision takes precedence over any Authority inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Authority.

**03 INSPECTION OF SUPPLIES**

- A. Definition. "Supplies", as used in this provision, includes but is not limited to raw materials, components, intermediate assemblies, and products, and lots of supplies.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering supplies under this contract and shall tender to Authority for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Authority during contract performance and for as long afterwards as the contract requires. The Authority may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- C. The Authority has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Authority shall perform inspections and tests in a manner that will not unduly delay the work. The Authority assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- D. If the Authority performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Authority shall bear the expense of Authority inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Authority shall not be liable for any reduction in the value of inspection or test samples.
- E. 1. When supplies are not ready at the times specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

2. The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- F. The Authority has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Authority may reject nonconforming supplies with or without disposition instructions.
- G. The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- H. If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replace or corrected, the Authority may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- I.
  1. If this contract provides for the performance of Authority quality assurance at source, and if required by the Authority, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for the Authority inspection.
  2. The Authority request shall specify the period and method of the advance notification and the Authority representative to whom it shall be furnished. Requests shall not require more than two workdays of advance notification if the Authority representative is in residence in the Contractor's plant, nor more than seven workdays in other instances.
- J. The Authority shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Authority failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Authority, for nonconforming supplies.
- K. Inspections and tests by the Authority do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- L. If acceptance is not conclusive for any of the reasons in paragraph F. hereof, the Authority, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the

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

#### **04 TERMINATION FOR CONVENIENCE OF THE AUTHORITY**

- A. The Authority may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Authority's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this provision;
1. Stop work as specified in this notice.
  2. Place no further subcontracts or orders (referred to as subcontracts in this provision) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  3. Terminate all subcontracts to the extent they relate to the work terminated.
  4. Assign to the Authority, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Authority shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  5. With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this provision.
  6. As directed by the Contracting Officer, transfer title and deliver to the Authority (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Authority.
  7. Complete performance of the work not terminated.
  8. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest.
  9. As directed or authorized by the Contracting Officer, use its best efforts to sell and/or return at the Authority's expense to manufacturers, suppliers, or distributors for full credit less any applicable restocking charges, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any

payments to be made by the Authority under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- C. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year of any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- D. Subject to paragraph C. above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph D. or paragraph E. below, exclusive of costs shown in subparagraph E. 3. below, may not exceed the total contract price as reduced by (a) the amount of payments previously made and (b) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph E. below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- E. If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph D. above:
1. The Contract price for completed supplies or services accepted by the Authority (or sold or acquired under subparagraph B.9. above) not previously paid for, adjusted for any saving of freight and other charges.
  2. The total of -
    - a. The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph E.1. above;
    - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision a. above; and
    - c. A sum, as profit on subdivision a. above, determined by the Contracting Officer in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision c. and shall reduce the settlement to reflect the indicated rate of loss.
  3. The reasonable costs of settlement of the work terminated, including -
    - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

- b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- F. Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph E. above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority or to a buyer.
- G. The Contractor shall have the right of appeal, under the Disputes provision, from any determination made by the Contracting Officer under paragraphs C., E., or I, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraphs C. or I., and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraphs C., E., or I., the Authority shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- H. In arriving at the amount due the Contractor under this provision, there shall be deducted -
  - 1. All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
  - 2. Any claim which the Authority has against the Contractor under this contract; and
  - 3. The agreed price for, or the proceeds of, sale of materials, supplies or other things sold or sold under the provisions of Paragraph B.9 of this provision and not recovered by or credited to the Authority.
  - 4. The amount credited to the Contractor for materials, supplies or other things that are returned to the manufacturers, suppliers or distributors in accordance with Paragraph B.9. of this provision and not recovered by or credited to the Authority.
- I. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this provision shall be requested within 90 days from the effective date of termination; unless extended in writing by the Contracting Officer.
- J.
  - 1. The Authority may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes that total of these payments will not exceed the amount to which the Contractor will be entitled.
  - 2. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Authority upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other

disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- K. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Authority, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

## 05 DEFAULT

- A. 1. The Authority may, subject to paragraphs C. and D. below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
- a. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
  - b. Make progress, so as to endanger performance of this contract (but see subparagraph A. 2. below); or
  - c. Perform any of the other provisions of this contract (but see subparagraph A. 2. below).
2. The Authority's right to terminate this contract under subdivisions 1.b. and 1.c. above, may be exercised if the Contractor does not cure such failure within ten days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- B. If the Authority terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Authority for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Authority in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- E. If the contract is terminated for default, the Authority may require the Contractor to transfer title and deliver to the Authority, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this provision) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon

direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Authority has an interest.

- F. The Authority shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes provision. The Authority may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.
- G. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority.
- H. The rights and remedies of the Authority in this provision are in addition to any other rights and remedies provided by law or under this contract.

## **06 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- A. The Schedule (excluding the specifications);
- B. Representations and Certifications;
- C. Solicitation Provisions;
- D. Special Provisions
- E. Contract Provisions;
- F. Other documents, exhibits, and attachments;
- G. The specifications; and
- H. The drawings, if applicable.

## **07 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE**

- A. Definitions.

"Acceptance," as used in this provision, means the act of an authorized representative of the Authority by which the Authority assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction," as used in this provision, means the elimination of a defect.

"Supplies," as used in this provision, means the end item furnished by the Contractor and related services required under the contract. The work does not include "data."

- B. Contractor's obligations.
  - 1. Notwithstanding inspection and acceptance by the Authority of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants all supplies furnished for the time periods specified in SECTION X – ATTACHMENTS, Item 01 Specifications, 1.5 Warranty.
    - a. Are of a quality to pass without objection in the trade under the contract description;

- b. Are fit for the ordinary purposes for which the supplies are used;
  - c. Are within the variations permitted by the contract, and are of an even kind, quality, and quantity within each unit and among all units;
  - d. Are adequately contained, packaged, and marked as the contract may require; and
  - e. Conform to the promises or affirmations of fact made on the container.
2. When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
3. Any supplies or parts thereof, corrected or furnished in replacement under this provision, shall also be subject to the terms of this provision to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph B.1. of this provision and shall run from the date of delivery of the corrected or replaced supplies.
- C. Remedies available to the Authority.
1. The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph B.1. of this provision within 45 days after discovery of the defect.
  2. Within a reasonable time after the notice, the Contracting Officer may either--
    - a. Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph B.1. of this provision; or
    - b. Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
  3. a. If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--
    - (1) May, for sampling purposes, group any supplies delivered under this contract;
    - (2) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
    - (3) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonable representative of the quantity on which warranty action is proposed; and

- (4) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
  - b. Within a reasonable time after notice of any breach of the warranties specified in paragraph B.1. of this provision, the Contracting Officer may exercise one or more of the following options:
    - (1) Require an equitable adjustment in the contract price for any group of supplies.
    - (2) Screen the supplies grouped for warranty action under this provision at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.
    - (3) Require the Contractor to screen the supplies at locations designated by the Authority within the continental United States and to correct or replace all nonconforming supplies.
    - (4) Return the supplies grouped for warranty action under this provision to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
4.
  - a. The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Authority thereby if the Contractor--
    - (1) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
    - (2) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
  - b. Instead of correction or replacement by the Authority, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Authority is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
5. The rights and remedies of the Authority provided in this provision are in addition to and do not limit any rights afforded to the Authority by any other provision of this Contract.

## **08 RESPONSIBILITY FOR SUPPLIES**

- A. Title to supplies furnished under this contract shall pass to the Authority upon formal acceptance, regardless of when or where the Authority takes physical possession, unless the contract specifically provided for earlier passage of title.

- B. Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Authority upon--
1. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  2. Acceptance by the Authority or delivery of the supplies to the Authority at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
- C. Paragraph B. above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph B. above shall apply.
- D. Under paragraph B. above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Authority acting within the scope of their employment.

## **09 F.O.B. DESTINATION**

- A. The term "f.o.b. destination," as used in the provision, means--
1. Free of expense to the Authority on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
  2. Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Authority shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Authority acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee.
- B. The Contractor shall--
1. a. Pack and mark the shipment to comply with contract specifications; or  
b. In the absence of specifications, prepare the shipment in conformance with carrier requirements;
  2. Prepare and distribute commercial bills of lading;
  3. Deliver the shipment in good order and condition to the point of delivery specified in the contract;
  4. Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
  5. Furnish a delivery schedule and designate the mode of delivering carrier; and

6. Pay and bear all charges to the specified point of delivery.

## 10 DISPUTES

### A. Procurement Contracts in which the total amount of disputed claims is \$300,000.00 or less.

It is the Authority's policy to encourage resolution of all claims for equitable adjustment of contract price or schedule and disputes by mutual agreement between the Contracting Officer and the contractor. A contract dispute exists between the contracting parties when they have been unsuccessful in informally resolving a claim submitted by one of the parties.

The Contracting Officer will issue a written final decision on any dispute when: (1) the dispute is submitted in writing to the Contracting Officer by the contractor, (2) the amount and basis for the dispute is stated with specificity by the contractor, (3) all supporting documentation available to the contractor is provided to the Contracting Officer, and (4) the contractor requests that a final Contracting Officer's decision be issued for the dispute. The contractor must proceed diligently with the work, notwithstanding the existence of a dispute. This decision will be considered final and conclusive unless, within thirty (30) days from the date of receipt of the Contracting Officer's final decision, the contractor mails or otherwise furnishes a written request for non-binding mediation or binding arbitration to the Contracting Officer and the Authority consents to mediation or arbitration of the issue(s). The Authority will not unreasonably withhold its consent.

If the Authority consents to arbitration, the contractor may file a demand for arbitration with the American Arbitration Association (Association) and pay all applicable filing and administrative fees. If the Authority initiates the arbitration, it will pay the filing and administrative fees. The dispute will be heard by a panel of three neutral arbitrators selected from lists of qualified arbitrators provided by the Association. At least one of the arbitrators will be an attorney. The arbitrators' fees will be divided equally by the parties. The determination of the majority of the arbitrators will be conclusive on the parties and the award may be confirmed under Virginia Code 8.01-581.09. The arbitration will be conducted in accordance with the provisions of the Uniform Arbitration Act contained in Section 8.01-581.01 et seq. of the Virginia Code and the Association's procedures to the extent the Association's procedures do not conflict with Virginia's Uniform Arbitration Act. Each party will bear its own counsel fees.

In the event the contractor seeks to resolve a dispute by mediation instead of arbitration, the contractor must submit a written request to the Authority within thirty (30) days after receipt of the Contracting Officer's final decision. If the Authority agrees to mediation, the contractor may file a written request for mediation with the Association and pay any applicable filing and administrative fees. If the Authority seeks mediation, it will pay any applicable filing and administrative fees. The procedures prescribed by the Association will be followed with each party bearing its own costs of counsel. The mediator's fee will be divided equally by the parties.

If the Authority does not consent to arbitration or mediation of the dispute, the contractor may choose to pursue resolution of the dispute by a court of competent jurisdiction within the Commonwealth of Virginia.

The contractor must proceed diligently with the work, including the disputed portions, pending resolution of any claims or disputes.

**B. Procurement Contracts in which the total amount of disputed claims exceeds \$300,000.00.**

It is the Authority's policy to encourage resolution of contract disputes by mutual agreement between the Contracting Officer and the contractor. After submission of a formal and complete claim for equitable adjustment of contract price or schedule, the Contracting Officer will issue a written final decision on the claim. The contractor may institute litigation to resolve the dispute. Such litigation should be filed in a court of competent jurisdiction within the Commonwealth of Virginia. The contractor must proceed diligently with the work, including the disputed portions, pending resolution of any dispute. Contract provisions consistent with the foregoing will be inserted in Authority procurement contracts. Nothing prohibits the Authority from agreeing to mediation or arbitration of a disputed claim exceeding \$300,000 if the Authority deems it to be in its best interest to do so.

**11 INTERPRETATION OR MODIFICATION**

Except as otherwise provided in this contract, no oral statement of any person and no written statement of anyone other than the Contracting Officer, shall modify or otherwise affect the terms or meaning of the contract or specifications. All requests for interpretation or modifications shall be made in writing to the Contracting Officer.

**12 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

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

**13 PATENT INDEMNITY**

Except as otherwise provided, the Contractor agrees to indemnify the Authority and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Authority to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Authority of supplies furnished or construction work performed hereunder.

**14 CHANGES**

- A. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
1. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Authority in accordance with the drawings, designs, or specifications.
  2. Method of shipment or packing.
  3. Place of delivery.

- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this provision within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Disputes provision. However, nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

## **15 EXCUSABLE DELAYS**

- A. Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.
- B. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless
  1. The subcontracted supplies or services were obtainable from other sources;
  2. The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
  3. The Contractor failed to comply reasonably with this order.
- C. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Authority under the termination provision of this contract.

## **16 MODIFICATION PROPOSALS - PRICE BREAKDOWN**

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if

the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

## **17 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Authority written notice thereof within twenty (20) days following the occurrence of the event giving rise to the claim. This notice shall be given by the Contractor prior to proceeding to execute the work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by contract modification.

## **18 CORRESPONDENCE PROCEDURES**

Correspondence of any nature shall be directed to the Contracting Officer.

## **19 BILLING INSTRUCTIONS**

The Contractor shall submit, no more than once each month, an original and three copies of both its invoices and the Authority's Invoice Attachment Form (Exhibit J) listing all subcontractors and their activities, for payment to the following address:

Metropolitan Washington Airports Authority  
Accounting Department, MA-22B  
1 Aviation Circle  
Washington, DC 20001-6000

Failure to include required Exhibit J Attachment may delay payment of your invoice.

Invoices shall be properly identified with the Contractor's name, address and applicable contract/purchase order number. Invoices without proper identification will be returned to the sender. Invoices in excess of one (1) per month will be returned to the contractor.

The Contractor is encouraged to utilize banks owned and controlled by Disadvantaged Business Enterprises. To obtain a list of Disadvantaged Business Enterprise banks, contact the Equal Opportunity Programs Office at 703-417-8625.

## **20 PAYMENTS**

- A. The Authority shall pay the Contractor the contract price as provided in this contract.
- B. The Authority strongly recommends that contractors participate in a program whereby payments under this contract are made via electronic funds transfer into the contractor's bank. Contractor requests to initiate such service shall include the bank name, address, account number, contact person, telephone number, and American Bankers Association (ABA) 9-digit identifying number. The initial request and any subsequent changes must be signed by the contractor's signatory of the contract and shall be submitted directly to the Authority's Finance Office (MA-22B).
- C. The Authority shall make progress payments as deliveries are made. The Contractor shall furnish to the Authority the Invoice Attachment Form (See Exhibit J), if applicable, which will be included in the invoice submission. This Form shall provide information on all subcontractors, each subcontractor's scope of services, and the subcontract dollar amount for those deliveries. When reviewing the

Contractors invoicing for the reporting period, the Authority will use the Invoice Attachment Form as verification of subcontracting activities and payments. Failure to include required Exhibit J Attachment may delay payment of your invoice.

- D. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount which the Contracting Officer considers adequate for protection of the Authority and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each portion of work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.
- E. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Authority, but shall not be construed as:
1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
  2. Waiving the right of the Authority to require the fulfillment of all the terms of the contract.
- F. The Authority shall pay the amount due the Contractor under this contract after:
1. Completion and acceptance of all work;
  2. Presentation of a properly executed voucher; and
  3. Presentation of releases of all claims, liens and encumbrances against the Authority arising by virtue of this contract. The release shall identify other claims, liens and encumbrances, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract have been assigned. Any assignment must be approved by the Contracting Officer.
- G. The Authority shall make payments within 30 calendar days after receipt of a proper invoice in the office designated to receive the invoice.
- H. The Contractor promises that it will pay its subcontractors within 10 days following receipt of payment from the Authority. The prime contractor also agrees to return any retainage withheld from subcontractors within 10 days after the subcontractor has satisfactorily completed its work. Any delay or postponement of payment may not take place without prior approval of the Authority. A finding of non-payment is a material breach of this Contract. The Authority may, at its option, increase allowable retainage or withhold progress payments unless and until the Contractor demonstrates timely payment of sums due subcontractors. Provided, however, that the presence of a "pay when paid" provision in a subcontract shall not preclude Authority inquiry into allegations of nonpayment. Provided, further, that the remedies above shall not be employed when the Contractor demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier. The Contractor shall incorporate this provision into all subcontracts in excess of \$5,000 that results from this Contract.

I. Contractor Submission Of W-9 Required Prior to Contract Award

As a prerequisite for contract award, the contractor shall complete all parts of the Internal Revenue Service ("IRS") Form W-9 (Request for Taxpayer Identification Number and Certification). Contract award will not be made until the completed W-9 has been received by the Authority. The W-9 form and instructions are available to contractors by accessing the IRS website at [www.irs.gov](http://www.irs.gov) and inserting the form number "W-9".

The W-9 information is requested so that we may determine the need to file IRS Form 1099 in connection with payments made by the Authority to the contractor. To assure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the Authority and its contractors. If the term of the contract exceeds one year, the Authority may request periodic resubmission of the W-9. If the contractor fails to submit the form by the deadline stated in the resubmission request, the Authority may refuse to pay invoices until the form has been submitted.

## 21 TAXES

The Authority is exempt from Virginia state and local sales and use taxes and from many Federal taxes. In addition, as a political subdivision of the Commonwealth of Virginia, the Authority may also be exempt from other state and local sales and use taxes.

Upon the Contractor's request, the Authority shall furnish additional evidence to establish exemption from any Federal, state, or local tax.

The Contractor remains solely responsible for payment of all other applicable Federal, state, and local taxes, whether now in force or hereafter enacted prior to Final Acceptance.

## 22 LIABILITY INSURANCE

The Contractor shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a rating of A VII or higher from the A.M. Best Company or an equivalent rating service. **THE METROPOLITAN WASHINGTON AIRPORTS AUTHORITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES**, except Workers' Compensation and Employer's Liability, and, if such a policy is required, Professional Liability. The following policies must provide for 30 days advance notice to the Authority of cancellation, non-renewal of the coverage, or any material change in the policy. All Contractors' policies shall be primary and Contractor agrees that any insurance maintained by the Authority shall be excess of and non-contributing with respect to the Contractor's insurance. The Authority reserves the right to waive the insurance requirements for the apparent successful offeror for good cause.

A. Comprehensive Automobile Liability

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence for owned, non-owned and hired vehicles; however, if any portion of the Contractor's work will occur on the Airport Operations Area, the required limit shall be \$2,000,000.

B. Commercial General Liability

\$5,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence. Coverage must include Broad Form Contractual, Property Damage, Products-Completed Operations, Personal Injury, Premises-Operations, Independent Contractors and Subcontractors, and Fire Legal Liability.

C. Professional Liability

\$1,000,000 per claim limit with a \$1,000,000 aggregate for all employees for contracts with an annual value of \$300,000 and less. For contracts with an annual value over \$300,000, the required limits are \$3,000,000 per claim with a \$3,000,000 aggregate for all employees. The coverage in all cases shall include Unintentional Errors/Omissions Endorsement and Cross Liability Endorsement. When Environmental Impairment Liability is also required, the Professional Liability shall not contain any exclusion or limitation related to environmental impairment.

D. Environmental Impairment Liability

\$3,000,000 limit per occurrence for bodily injury, property damage and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden.

E. "All Risk" Property—Contractor's Property

Replacement cost coverage under an "All Risk" policy for any of the Contractor's real or personal property used or situated on Authority property. All policies shall contain a waiver of subrogation and rights of recovery against the Authority, including recover of any deductibles.

F. Workers' Compensation and Employer's Liability

Virginia Statutory Limits with an All States Endorsement for Workers' Compensation and \$1,000,000 for Employer's Liability.

The Contractor shall provide the Contracting Officer with a valid Certificate of Insurance, in advance of the performance of any work, exhibiting coverage as required by the Metropolitan Washington Airports Authority's contract terms and conditions. The Contractor is responsible to ensure that all Subcontractors independently carry the minimum insurance requirements or are covered under the Contractor's policies. The Certificate of Insurance shall be provided on the industry standard form (ACORD 25-S), and **the contract number shall be listed on the Certificate of Insurance and issued to:**

Procurement and Contracts Department  
Metropolitan Washington Airports Authority  
1 Aviation Circle  
Washington, DC 20001-6000

## 23 PUBLICITY RELEASES

Publicity releases in connection with this contract will not be made by the Contractor unless prior written approval is obtained from the Manager, Procurement and Contracts Department.

## 24 RESERVED

## 25 AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain records and the Contracting Officer shall, until the expiration of five years after final payment under this Contract have access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving the formation of the contract, transactions related to the Contract, for the purpose of inspection, making audit, examination, excerpts and transcriptions. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Contracting Officer

shall until the expiration of five years after final payment under the Contract have similar access to and the right to examine any pertinent books, documents, papers and records of the subcontractor(s) involving all aspects of the subcontract including formation.

The Contracting Officer shall have all of the aforementioned rights for all types of contracts including fixed price contracts. The rights include without limitation the right to examine costs. The Authority's rights hereunder are in addition to any other audit and inspection rights under the Contract. The Authority reserves these rights because cost information is frequently needed to investigate performance issues and whether it is in the Authority's interest to exercise other reserved rights under the contract. The Contracting Officer shall have the broad rights of audit and inspection including but not limited to, the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature that have been incurred for the performance of this Contract. Such right of examination shall include inspection at all reasonable times of the Contractor's labor, materials, plant or such parts thereof, or other costs or revenues as may be expended or received as a part of the performance of the Contract.

When costs are a factor in any request for an equitable price adjustment pursuant to a remedy granting provision of the Contract, the Contractor shall maintain separate accounts by specific designation or other suitable accounting procedure of all incurred segregable, direct costs, less allocable credits. Failure to maintain such cost records is a bar to any claim, legal or equitable, for such costs.

## **26 CONSENT TO ASSIGNMENT**

The Contractor shall obtain the written consent of the Contracting Officer prior to any assignment of all or any part of this contract.

## **27 NOTIFICATION OF OWNERSHIP CHANGES**

The Contractor shall notify the Contracting Officer in writing when the Contractor becomes aware that a change in its ownership is certain to occur. The Contractor shall also include this provision in all subcontracts under this contract, requiring each subcontractor to notify the Contracting Officer in writing when the subcontractor becomes aware that a change in its ownership is certain to occur.

## **28 COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9**

The Contractor shall ensure that it is in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under, and that it will maintain compliance as long as any work is being performed under this contract with the Authority. The Contractor shall also ensure that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under, and that its subcontractors will maintain compliance as long as they are performing any work under this contract with the Authority.

## **29 AUTHORITY PROPERTY**

The Contractor shall have custodial management responsibility for all Authority-owned personal and real property assets (hereafter referred to as "property") that are provided during the contract term. This applies to all Authority property that is approved and provided by the Authority's Contracting Officer's Technical Representative (COTR), regardless of cost or whether the Contractor is authorized to directly purchase it or it is purchased by the Authority. Title to all Authority property provided to the Contractor shall remain with the Authority unless otherwise specified in the contract. Custodial management responsibility includes tracking assets, maintaining property records, preparing and submitting property documents, safeguarding assigned

property, assisting with inventories, ensuring that assigned property is used only for official Authority purposes, and identifying property that is no longer needed and reporting it to the COTR.

Property assets provided to the Contractor shall be managed by the Contractor using the following identification methods approved by the COTR and their respective Authority Property Control Office:

1. An Authority issued bar code number for assets which are formally recorded by the respective Property Control Office
2. The manufacturer's assigned serial number
3. A unique recording number issued by the Contractor for tracking purposes and approved by the respective Authority Property Control Office when the manufacturer's assigned serial number is unavailable

Contractors shall ensure that they do not use any Authority property that has not been specifically authorized for their use by the COTR. If Contractors require additional Authority property, that requirement shall be submitted to the COTR in writing, including full justification prior to any use of such property.

An inventory of all property provided to the Contractor shall be conducted on the first and last day of the contract term by the Contractor's representative, COTR, and a representative from the respective Authority Property Control Office. An Authority property transfer form with a detailed property inventory listing will be used to transfer property at the beginning of the contract term. The inventory lists shall include the description of the property, bar code number (if assigned), serial number, acquisition cost, acquisition date, manufacturer, year manufactured, location, and user. If the acquisition cost and date for an item are unknown, the respective Authority Property Control Office will determine an estimated cost and date. If the COTR assigns additional property to the Contractor during the contract term or if property is returned to the Authority through the COTR by the Contractor, the respective Authority Property Control Office will be responsible for recording and maintaining an updated property inventory listing for Authority property that is bar coded. The Contractor will be responsible for recording and maintaining an updated property inventory listing for all non-bar coded Authority property. The COTR will be responsible for informing their respective Authority Property Control Office whenever property is issued or returned by the Contractor, including any changes that affect the property inventory records.

The Contractor accepts the provided property in "as is" condition. The COTR and/or the respective Authority Property Control Office may conduct scheduled or unscheduled property inventories during the contract term. The Contractor will perform at least annually a physical inventory of all Authority provided property. A corporate officer of the Contractor shall certify to the COTR and respective Authority Property Control Office that the property on the listings is still in the possession of the Contractor and has been used only in connection with this contract. The inventory listings should indicate a description of each asset, acquisition cost, acquisition date, manufacturer, year manufactured, its condition and location, the serial number, and the Authority asset bar code, if applicable. The existing Contractor's representative, new Contractor's representative, COTR, and a representative from the respective Property Control Office will conduct an inventory at the end of the contract period.

The COTR and the Property Control Office shall ensure that all property provided to the Contractor is returned to the Authority in the same condition as originally provided, with the exception of reasonable wear and tear, when it is no longer needed or at the end of the contract term. If the assigned property is not returned by the Contractor in the same condition as it was issued (with the exception of reasonable wear and tear) or has been lost, the Contractor will be liable for the loss or damage and will be required to reimburse the Authority for the cost to replace the property or to restore the property to its original condition, as determined by the Property Control Office and COTR.

You will be advised by separate communications from the Contracting Officer's Technical Representative (COTR) of the necessary property asset management procedures and specific recording levels established for all property under your control during the remainder of your contract term.

**SECTION VIII - ATTACHMENTS**

**ATTACHMENT 01**

**SPECIFICATION**

**PASSENGER TRANSPORT SHUTTLE BUSES  
FOR THE  
PUBLIC PARKING OPERATION  
AT  
WASHINGTON DULLES INTERNATIONAL AIRPORT**

**Technical Specifications LOW-FLOOR Passenger Shuttle Transport Buses**  
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**Section 01 – General Information and Requirements**

## 1.0 Purpose

The purpose of this document is to describe the minimum requirements necessary to procure **low-floor passenger transport shuttle buses, operated on low-emissions diesel**, for Washington Dulles International Airport. Each bus shall be equipped with a wheel chair lift mechanism to accommodate wheelchair or otherwise handicapped passengers and meet all requirements of the American Disabilities Act (ADA) and Environmental Protection Agency (EPA). The intent of the procurement of passenger carrying shuttle buses is to supplement and/or replace the existing fleet of passenger carrying shuttle buses now in use by the airport. Trade-in of the existing fleet of passenger carrying shuttle buses is not to be considered.

***\* All elements of the specification identified by asterisk (\*) are considered critical. Exceptions to these specifications are not allowed. Quotations having exceptions to such critical elements shall be deemed in non-conformance.***

***Critical Specifications Sections******2.4.A.3 Floor Construction******2.4.B.1 Wheel Wells******2.5.B.2 Wheelchair Lift******4.3.D Electrical Requirements: Public Address System******4.3.F Electrical Requirements: Destination Signs***

## 1.1 Motor Vehicle Safety Standards

A. The following abbreviations and acronyms may be found within the text of this Technical Specification Document:

1. ASHRAE: American Society of Heating, Refrigerating, and Air Conditioning Engineers;
2. ANSI: American National Standards Institute;
3. ASTM: American Society for Testing and Materials;
4. BMCS: Bureau of Motor Carrier Safety;
5. COTR: Contracting Officer's Technical Representative;
6. DFPA: Douglas Fir Plywood Association;
7. EPA: Environmental Protection Agency;
8. FMVSS: Federal Motor Vehicle Safety Standards;
9. JIC: Joint Industrial Council;
10. MWAA: Metropolitan Washington Airports Authority (hereinafter termed the "Authority");
11. SAE: Society of Automotive Engineers;
12. SPI: Society of the Plastics Industry;
13. USDHHS: United States Department of Health and Human Services; and
14. USDOT: United States Department of Transportation

B. All passenger transport shuttle buses shall meet the requirements of FMVSS and BMCS regulations, and all pertinent regulation of the remaining agencies. Offeror will comply with all applicable Federal, state and local regulations in effect at the date of manufacture. Local regulations are defined as those above the state level.

C. In addition, all passenger transport shuttle buses shall conform to the specifications and standards, which shall be made part of this Technical Specification Document, to the extent specified as follows:

1. Federal Specifications:
  - a. Cleaning Methods and Treatment of Ferrous Surfaces for Organic Coatings;
  - b. Coating Compound, Bituminous, Solvent Type, Under-body;
  - c. Thread, Nylon;
  - d. Matting, Rubber and Vinyl;
2. ASTM:  
(A525-79) Standard Specification for Steel Sheet, Zinc Coated (Galvanized) by the Hot-Dip Process, General Requirements;
3. SAE/USDOT:
  - a. Performance of Vehicle Traffic Horns;
  - b. Hydraulic Tube Fittings;
  - c. Hydraulic Hose Fittings – threaded Aeroquip or equal;
  - d. Hydraulic Hose – wire braid, cloth covered Aeroquip or equal;
  - e. Electrical Terminals - Eyelet and Spade Type (Packard Weather Or AMP)
  - f. Safety Practices for Mechanical Vapor Compression Refrigeration Equipment or Systems Used to Cool Passenger Compartments of Motor Vehicles.

## 1.2 Pre-Manufacturing Conference

The Authority's COTR at the Authority's Expense will attend a pre-manufacturing conference to review manufacturers' conceptual understanding of the contractual requirements for equipment, painting, colors, fabrics, seating and address other specification issues. The following sections identify items that will be addressed at the pre-manufacturing conference:

Section 4.3.D Public Address System.

Section 4.3.F Destination Signs.

Section 6.3 Baggage Area.

## 1.3 Technical Proposal Submittal Requirements.

Each proposal shall, at a minimum, include documentation demonstrating compliance with requirements identified in the following sections:

Section 2.2.B Vehicle Under-Structure.

Section 2.2.F Vehicle Under-Structure

Section 2.3.B Body Structure Construction.

Section 2.4.A.4. Floor Construction.

Section 3.7.A Suspension System.

Section 3.7.B Wheels and Tires.

Section 4.1.A Wiring.

Section 6.1 Interior Design.

Section 7.1 Paint Scheme.

Section 9.3 Replacement Parts

## 1.4 Delivery

- A. All buses shall be delivered to Warehouse and Shops Building (703-572-2932), Washington Dulles International Airport, utilizing any normal procedure; however, the Offeror shall warrant that all buses shall be free from damage or defects as a result of the type of delivery selected by the

Offeror. This warranty shall include changing of all fluids, filters, and making adjustments where required in the Washington Metropolitan area if delivery includes over-the-road driving.

- B. The ability of the Offeror to adhere to the delivery schedule as specified herein shall be one of the factors in determining award. All buses shall be delivered on-site at Washington Dulles International Airport no later than the date specified by the Offeror in Section III – Schedule, of the RFP. Unless other arrangements have been agreed to during the evaluation of proposals.
- C. Testing, Rejection, and Acceptance:
1. Pre-delivery tests, inspections of the assembly and fabrication of the buses shall occur at the Offeror's manufacturing plant. The Authority's COTR shall determine the time and date for pre-delivery testing and inspection. The Offeror shall bear all costs for the initial pre-delivery driving, testing and inspection. The Authority shall bear all costs for travel, lodging, and meal expenses for the Authority representatives.
  2. In the event the Offeror fails the initial pre-delivery testing and inspection as determined by the Authority's COTR, the Offeror shall bear any and all additional costs for subsequent pre-delivery testing and inspection, including travel, lodging, and meal expenses, for a maximum of three Authority designees.
  3. It shall be the responsibility of the Offeror to assure that effective quality control mechanisms are in place. Quality control criteria shall be established for inspection planning, reliability testing, and acceptance/ rejection. The Offeror shall require all suppliers or sub-contractors to have quality control programs in place. Records shall be maintained and available to the Authority or its designee for documenting all quality control inspections and acceptance/rejection decisions.
  4. The Authority shall conduct on-site road testing of each bus upon delivery and for a period of 30 days thereafter. Any defects discovered during road testing period shall be remedied by the Offeror within five days after notification of such defect(s). Nothing herein contained shall be construed as limiting the right of the Authority to recover from the Offeror any and all amounts due, and any and all costs sustained by the Authority, for improper performance hereunder; and failure to perform or breach(es) in any other respect including, but not limited to, defective workmanship or materials.

## 1.5 Warranty

- A. The Offeror shall warrant to the Authority that each delivered bus is complete and fully operational, and specific sub-systems and components shall be guaranteed as follows:

<u>ITEMS</u>	<u>MINIMUM WARRANTY</u>
Engine and Components	Five years/unlimited miles
Transmission	Five years/unlimited miles
Drive Axle/Differential	Five years/unlimited miles
Brake System (exclusive of friction material)	Two years/ 200,000 miles
Air Conditioning System	Two hot weather seasons
Body & Under-Structure Chassis	Ten years or 500,000 miles

- B. All parts used and labor costs expended relating to warranty-covered repairs shall be reimbursed to the Authority at the current Authority shop labor rate. The Offeror, upon submittal of documentation and forms testifying to the replaced part and man-hours expended on the repair. Defective

warranty parts will be returned, if requested in writing by the Offeror, at the sole expense of the Offeror.

## 1.6 Repair and Maintenance Service Facilities

The successful Offeror shall certify to the Authority in writing of factory-authorized representatives, service facilities, and certified mechanics for the chassis, body and powertrain are available within a 100-mile radius of Washington Dulles International Airport.

## **Section 02 – Chassis Requirements**

### 2.1 Bus Configuration and Dimensional Units

	<u>Minimum</u>	<u>Maximum</u>
A. Overall Length (including bumpers)	29.0 ft.	32.0 ft.
B. Overall Width	96.0 in.	102.0 in.
C. Overall Height	114.0 in.	125.0 in.
D. Doorway Clear Opening		
1. Front Door	30.0 in.	40.0 in.
2. Rear Door	48.0 in.	56.0 in.
E. Front Step Height (kneeled)	11.0 in.	
F. Rear Step Height (kneeled)	13.0 in.	
G. Door Header Clearance	Must meet ADA requirements. (front and rear door; from header to step)	
H. Interior Dimensions		
1. Headroom	78.0 in.	To rear bulk head (center of aisle)
2. Aisle Width	22.0 in.	38"
3. Floor Height	11.0 in.	15.0 in.
I. Ground Clearance	7.0 in.	
J. Turning Radius	< 29.5 ft. outside bumper corner	

### 2.2 Vehicle Under-Structure

- A. The chassis and under structure shall be designed and constructed for the purpose of transporting passengers in a smooth and comfortable mode of travel. Based on the Authority's shuttle bus utilization history, maintenance, and life cycle costs, the bus is expected to provide a 12 to 15 year service life. The unit is expected to log approximately 65,000 miles per year without exhibiting corrosion or degradation of the main under structure or related components for the service life of the unit.

- B. It is desired that the under floor structure be constructed of premium grade, corrosion resistant materials, designed and assembled utilizing the most modern engineering and manufacturing practices. Because of evident variances in design from numerous bus manufacturers, the offeror shall provide a complete description of the bus understructure for evaluation purposes. This shall include the following information in the Technical Proposal:
1. List of materials, including type and grade of metal structural components
  2. Type, grade, and location of all fasteners
  3. Type, location, and process of welds
  4. Metal preparation procedures
  5. Quality control procedures
  6. Mechanical drawings and/or illustrations detailing the under structure design and components
  7. Anti corrosion treatments, include product specifications
  8. Fasteners utilized to fasten suspension members to the frame, include product specifications
- C. The chassis shall be guaranteed as per the specification submitted by the offeror/manufacture with regard to manufacturing and installation. The chassis shall be capable of withstanding maximum loads over unusual road conditions and grades.
- D. The under-structure chassis assembly shall be coated with a corrosion resistant sealer PPG corashield 7972 coating or Authority approved equal. This product shall be applied prior to under coating.
- E. All under-structure chassis components shall be coated with a minimum of 0.125-inch thick undercoating material in addition to other corrosion-resisting treatment. Undercoating material shall be an asphalt-based under-structure coating approved by the Authority or its designee.
- F. It is the responsibility of the Offeror to provide minimum and maximum gross vehicle weight ratings, gross vehicle axle ratings, and tire sizes and load ranges based on the minimum requirements for under-structure chassis construction and the capabilities of the bus based on the proposed design. The minimum gross vehicle weight rating requirement shall not be less than 25,000 pounds. This information shall be submitted with the Technical Proposal submitted by the Offeror.

### 2.3 Body Structure Construction

- A. The bus body and supporting frame structure shall be of a semi-monocoque design and shall be constructed so as to provide a maximum expected service life as described in section 2.2 A.
- B. It is desired that the bus body and supporting frame structure be constructed of premium grade, corrosion resistant materials, designed and assembled utilizing the most modern engineering and manufacturing practices. Because of evident variances in design from numerous bus manufacturers, the offeror shall provide a complete description of the bus body and supporting frame structure for evaluation purposes. This shall include the following information in the Technical Proposal:
1. List of materials, including type, grade, and location of metal and composite structural components, including supports, gussets, bows, cross members, end caps, side and roof skin materials
  2. Type, grade, and location of all fasteners
  3. Type, location, and process of welds

4. Metal and surface preparation procedures
  5. Quality control procedures
  6. Mechanical drawings and/or illustrations detailing the upper structure design and components
  7. Anti corrosion treatments, include product specifications
  8. Description and locations of all sealing compounds, provide specifications
- C. Side impact barriers and/or rub rails shall be provided in the low floor area and shall be an integral part of the body structure design.
- D. The exterior roof panel shall be of a one-piece bonded and seamless design. The roof top panel shall have no exposed fasteners. Blind fasteners, or fasteners covered with sealant on the top roof panel shall not be considered as acceptable. The roof system shall be designed to prevent drumming, vibration, or flexing.
- E. All interior panels shall be constructed of melamine retained with molding and fasteners to prevent drumming, vibration, or flexing, and all fasteners shall not be exposed.
- F. All body structure construction, including ceiling and sidewalls, shall be insulated against heat, cold, and ambient noises such as engine, transmission, exhaust, etc. Sidewall and roof insulation shall have a minimum density of 1.00 pounds per cubic foot and a "k" factor of 0.27 at 75 degrees Fahrenheit.
- G. The door frame structure shall be constructed of minimum 16 gauge galvanized steel or Authority approved equivalent, jig welded and made an integral part of the step-well assembly, body structure and under-structure chassis. The door frame structure shall be reinforced to resist shear as a result of collision.
- H. Steel impact barriers and/or rub rails shall be provided along the right-hand and left-hand sides of the bus as necessary, a minimum of one on each side.
- I. All body structure construction shall meet or exceed the crash-worthiness standards described in Federal Register Vol. 47, No. 195, Section 2.1.2.10, and shall meet or exceed the intent of all applicable Federal Motor Vehicle Safety Standards (Public Law 89 - 563).

## 2.4 Floor Construction

- A. The floor construction shall be assembled in the following manner from top to bottom, over a flat floor area without a recessed aisle:
1. The floor shall be covered with fire-resistant one-piece seamless vinyl sheet floor material, Altro Safety Flooring or Authority approved equivalent. The floor covering shall be vinyl impregnated with aluminum oxide grit with silicon carbide grains and hard vinyl chips in the top surface layer. The floor covering shall be one-piece, wear-resistant, smooth with welded seams. Minimum thickness shall be no less than 0.1875-inch. Edge trim shall be smoothed edge stainless steel.
  2. The floor covering shall be permanently bonded to the floor with a weatherproof adhesive, which shall not loosen under sudden change in temperature.
  - \* 3. The floor plywood shall consist of 3/4" marine grade AB edge sealed, undercoated before and after installation, securely fastened to the steel under floor structure using recessed-

head corrosion resistant huck bolt fasteners. The plywood shall be manufactured in conformity with U.S. Product Standard for Construction and Industrial uses, treated internally and externally.

4. The manufacturer shall provide mechanical drawings so as to illustrate the bus chassis incorporated into the under floor structure. This illustration shall clearly indicate dimensions and spacing of all structural members supporting the floor and adjoining assemblies.
5. All joints shall receive a second asphalt-base undercoating to prevent moisture penetration.

B. Wheel Wells:

- \*
1. Wheel wells shall be constructed of a minimum 14 gauge stainless steel sheet metal with stainless steel hardware, fasteners and welds. Wheel wells shall be designed to provide maximum clearance under maximum load, difficult road conditions, and minimum turning radius to reduce awkward passenger foot space. Wheel wells shall be completely sealed with an asphalt-base undercoating to prevent moisture penetration, corrosion, or drafts.
  2. Rubberized fenders shall be provided at each wheel well and shall not add to the overall width of the vehicle. The minimum width of the fenders shall be two inches. Fenders shall be attached using stainless steel bolts for easy removal and replacement.
  3. Splash aprons shall be provided at the rear of all wheel wells, constructed of 0.25-inch, three-ply rubberized material or Authority approved equivalent, black in color, extending downward to a point within two inches ground clearance when the vehicle is under maximum load. A third splash guard shall be provided between the rear wheel splash guards to provide additional splash protection.

C. Drip Molding:

Drip molding shall be provided, as required, over opening windows and doorways to deflect water away from windows and doorways.

## 2.5 Doorway Construction

- A. Each bus shall be equipped with two entry/exit and passenger/operator doorways on the right-hand side (curb-side) of the vehicle as bisected by the wheelbase centerline to afford boarding passengers the opportunity to use perimeter seating and maximize seating and luggage area utilization. The doorway construction shall consist of a door frame structure, door panels, and a method of operation.
1. Door panels - The door panels shall be of the slide/glide type or inward opening type. The slide/glide type shall initially open outward, then parallel the longitudinal surface of the side of the vehicle, thereby minimizing the space adjacent to the bus required for door opening. The inward opening type door panels shall give free passage of the minimum doorway width of 35 inches. There shall be two door panels with either type of opening configuration. Both door panels shall be mounted in the door frame with case-hardened pivot pins at the top and bottom of each panel, if required. Each door panel shall have two glass panels to provide maximum, unobstructed view of entering and waiting passengers. Each glass panel shall be set in rubberized glazing (see Section 02, paragraph 2.6E). The two meeting edges of each panel shall be with sensitive edge, constructed with a flexible, soft rubber cushion, a minimum of two inches in width, attached using zinc-, cadmium-, or phosphorus-

coated bolts or approved equivalent. The door panels, when closed, shall provide a weatherproof seal against the door frame to prevent moisture penetration and drafts. The door panels shall provide minimum and maximum clearance, as measured from the first step riser to the top of the door frame, of 79 and 86 inches, respectively.

2. Method of operation - Each entrance door panel shall be pneumatically, or electro-pneumatically controlled, however, the control system shall be so designed to allow manual opening, internally and externally, in the event of an emergency, loss of pressure, or electrical failure. Control switches or valves for the system shall be within easy reach of the bus operator, however, they shall not interfere with the operator's ability to drive the vehicle. An additional air operated external door valve shall be mounted curbside in the engine compartment or fuel door compartment. The door opening system must be capable of releasing air from both doors to enable manual door opening from outside of shuttle bus.

B. Wheelchair Lift:

1. The bus shall be equipped with an ADA compliant wheelchair lift assembly that possesses the pertinent salient characteristics of a "Lift-U" Model LU-06 or Authority approved equal. All major structural components of the lift shall be constructed of stainless steel, all mild steel components shall be electrostatically powder coated for corrosion resistance. The unit shall be equipped with electro-mechanically powered backup controls and easy fold out ramp. The maximum lift load shall be set at 600 pounds with a 3:1 safety factor and fatigue tested to 1,800 lbs.
- \* 2. The lift assembly shall be located in or under the front step well/doorway, and in the event of power failure the ramp needs to be operated manually simple and easy hand control.
3. The platform shall be constructed of stainless steel over mechanical tubing. The dimensions of the platform shall be approximately 30 inches wide by 45 inches in length.
4. The wheelchair lift shall be designed such that the bus cannot be accidentally placed in motion while the wheelchair lift control system is energized.

2.6 Windows, Glazing, and Tinting

A. Windshield:

The windshield shall be heat absorbent, laminated AS-1 safety glass as specified in the ANSI Safety Code, and in accordance with the standard for tinted safety glass. The windshield shall be designed to afford the operator maximum, unobstructed visibility; minimum glare and reflection; and shall be tinted and shaded to reduce heat transfer.

B. Operator Side-View Window:

The operator side-view window shall be heat absorbent, laminated AS-2 safety glass as specified in the ANSI Safety Code, and in accordance with the standard for tinted safety glass. The operator side-view window shall be designed to afford the operator maximum, unobstructed visibility; however, it shall be constructed in two sections which slide horizontally, and is easily moved with one hand motion at adjustable stop locations. The operator side-view window shall not utilize a crank which rolls the window up and down.

## C. Passenger Windows:

All passenger windows shall be designed and constructed to offer maximum, unobstructed visibility to all passengers, whether seated or standing. The passenger windows shall be of a one-piece flush mounted design with hidden bonded frames. The windows shall have the pertinent salient characteristics of NexGen windows manufactured by Atwood Mobile Products. Each passenger window shall consist of one section with no exposed exterior framework which shall exhibit a smooth outside appearance. The passenger window to the immediate right of the entrance doorway shall be a shorter window so as to allow room for an eye level (60 to 72 inches above ground level) programmable destination sign. Each window shall utilize tempered safety glass, AS-2 rating, and dark smoke tinted for a minimum of 75 percent light transmittance and 50 percent heat transmittance. Windows shall be designed and constructed to prevent moisture penetration and drafts when closed. All full length windows shall be top hinged to swing from the bottom out. Manually operated bottom mounted safety latching hardware shall be provided to permit emergency passenger egress.

## D. Rear Wall Window:

A rear wall window shall not be required for this application.

## E. Window Sealant and Glazing

Fixed window glass panels shall be installed with glazing consisting of rubberized channel gasket material or approved equivalent for ease of replacement. Glazing for vertically opening side passenger windows shall be a compression type window seal. Glazing shall be installed so that it cannot be removed by passengers. Window sealant may be used only on stationary windows in conjunction with glazing to provide added protection against water penetration or draft using either a clear bead of silicone or black polyurethane on the exterior of each installed window frame.

### Section 03 – Mechanical Requirements

## 3.1 Engine

- A. The bus shall be powered by a rear mounted diesel engine with the pertinent salient characteristics of a Cummins Model ISL rated at a minimum of 280HP or Authority approved equal. The engine shall be fitted with the OEM/Fleetguard recommended diesel oxidation catalyst so as to further reduce tailpipe emissions.
- B. All engine related filters shall be located in easily accessible locations. All remote mounted fluid filters shall be connected with teflon hose with braided stainless steel jackets and stainless steel reusable fittings where permissible, unless equipped with rigid stainless steel lines using flare or inverted flare fittings.

## 3.2 Transmission and Differential

- A. The bus shall be equipped with an Allison **B-400R automatic transmission** with a minimum four forward speeds or Authority approved equal. The transmission retarder shall be programmed to engage automatically upon service brake application and shall be effective to speeds as low as 15 MPH. A dash mounted retarder application indicator light and a retarder disengage switch shall be provided. Each drive shaft shall be equipped with protective guards to prevent passenger injury or dropping to the ground in the event of failure.

- B. The differential gear ratio shall provide maximum speed not greater than 55 miles per hour on level ground and ten miles per hour on grades with 22 percent incline while under full load. However, the vehicle speed shall not be regulated by using a governor. The differential gear ratio shall be designed for 90%, slow speed, frequent start and stop operations with 10% normal highway speed use.

### 3.3 Fuel and Exhaust System

#### A. Fuel Tank:

The fuel tank shall be constructed of a corrosion resistant material such as stainless steel or aluminum alloy. Stainless steel mounting straps and hardware shall be provided. The tank shall have a minimum capacity of 75 U.S. gallons of diesel fuel. The fuel tank shall be provided with a water separator. Auxiliary fuel water separator shall be a Davco Fuel Pro model 382 with 12 volt DC electric heat. The fuel filler cap shall be attached to the filler pipe so that it may not be accidentally lost. The fuel tank and fuel filler pipe shall be located away from the tailpipe and exhaust system. The fuel tank shall meet all applicable FMVSS regulations.

#### B. Exhaust System:

The exhaust system shall be stainless steel and consist of an exhaust pipe, muffler with integral oxidation catalyst and vertical rear discharge tailpipe. The exhaust system shall be vertically routed above the roof of the shuttle bus and shall conform to all applicable FMVSS regulations. Under no circumstances shall the exhaust system extend directly under the fuel filler pipe, cap, or tank. The design of the exhaust system shall not cause engine or exterior paint damage. All connections in the exhaust system shall be equipped with T-bolt or U band clamps.

### 3.4 Cooling System

The cooling system radiator shall be heavy-duty with sufficient capacity to properly cool the engine under the anticipated operating conditions in the Metropolitan Washington DC area. The radiator assembly, hydraulic cooler and air-to-air after cooler shall be treated with anti corrosion Electrolytic E-coat resin paint. The closed cooling system shall be provided with a pressurized valve to prevent the build-up of extreme pressures. The cooling system shall utilize a heavy-duty, reinforced fan, which shall be driven by a temperature controlled hydraulic fan drive to maintain the engine and transmission at the manufacturer's recommended temperature under all operating conditions. The cooling system shall be equipped with silicone hoses and all hose clamps shall be spring loaded constant torque clamps.

### 3.5 Braking System

The bus shall be equipped with a dual circuit air brake system that is designed in compliance with current FMVSS 121 regulations. The brake system shall be equipped with a Wabco AD-IP air dryer or Authority approved equal. A shop air connector for air line system charging shall be located on the front of the bus.

### 3.6 Steering System

The steering system shall be mechanically controlled/hydraulically-assisted power steering. Easy access shall be provided to all adjustment points. The steering system shall be capable of functioning in the event of loss of steering fluid. The steering gear shall be a re-circulating ball type unit with integral servomechanism. Power steering longitudinal fluid lines shall be fabricated from stainless steel tubing. The steering wheel shall be an adjustable tilt-telescoping type. The maximum turning radius of the outside

front left-band side body corner when executing a right 360 degree turn shall not exceed 30 feet for maximum maneuverability.

### 3.7 Suspension System

The suspension system shall be comprised of an integral air ride system for the front and rear axles.

#### A. Axles and Suspension:

1. The front steer axle shall be a forged, one piece, deep-drop I- beam, Arvin-Meritor model FF946 or Authority approved equal. The front steer axle shall have a rated capacity not less than 10,000 pounds. The suspension system for the front axle shall consist of rolling lobes, leveling valves, air bellows, and stabilizer bars in combination to provide lateral, longitudinal, and torsional leveling for a smooth ride. Telescopic shock absorbers shall be Koni or Authority approved equal. The front axle shall be provided with suspension components and tires that are matched to the capacity and operating characteristics for this specific application. This information shall be provided in detail with the Technical Proposal.
2. The rear axle shall utilize a four (4) air bellow fully-floating banjo housing type suspension. The suspension system for the rear axle shall consist of rolling lobes, leveling valves, air bellows, and stabilizer bars in combination to provide lateral, longitudinal, and torsional leveling for a smooth ride. Telescopic shock absorbers shall be Koni or Authority approved equal. The rear axle shall be provided with suspension components and tires that are matched to the capacity and operating characteristics for this specific application. This information shall be provided in detail with the Technical Proposal.

#### B. Wheels and Tires:

Wheels shall be 8.25x22.5 polished aluminum Alcoa "Dura Bright" disc wheels for tubeless tires. Tires size shall be 275/70R/22.5 or Authority approved equal. Wheels and tires shall be dynamically balanced. A matching spare tire and rim mounted thereon shall be provided with each passenger carrying shuttle bus. Tires shall be all season radial type, estimated mileage life and treadwear rating on each tire shall be provided in the Technical Proposal.

### 3.8 Emission Control System

A. The engine manufacturer shall warrant to the Authority that the engine was designed, built, and equipped to conform to current emission requirements of the U.S. Environmental Protection Agency (EPA), and is free from defect in materials and workmanship that might cause the engine to fail to conform to applicable EPA regulations for a period of Four years. The following list of components of the engine shall be warranted under the Emission Control Systems Warranty:

1. Turbo Charger
2. Electronic controls
3. Fuel injection pump, nozzles, high pressure lines, and sealing devices
4. Fuel tank filler cap, restrictive and vapor control valves
5. Exhaust Gas Re-circulation System
6. Exhaust system catalyst

B. The engine manufacturer is not expected to warrant conditions resulting from accidents, tampering, or contaminated fuel.

**Section 04 – Electrical Requirements**

## 4.1 Wiring

- A. The electrical system shall be multiplex electronic type I/O controls or Authority approved equal and shall provide and distribute power following a uniform code for ease of identification throughout the passenger carrying shuttle bus, and for safety purposes. The Offeror shall provide diagrams indicating the color and routing of all individual wires.
- B. All electrical wiring shall be polyethylene-insulated, harnessed and secured with tie wires, and protected from heat, water, chemical, or chafing damage. Harnesses and wires shall have grommets or be cushioned where penetrating metal occurs. All wiring shall be of sufficient rating to conform to SAE regulations.
- C. All longitudinal wiring harness runs shall be encased in rigid conduit with weather tight flex conduit terminating in junction boxes.
- D. All electrical wiring shall be installed terminating at junction boxes or quick disconnects. All wiring shall be protected by circuit breakers. Destination signs shall be on a separate circuit. All circuit breakers shall be easily accessible for service and maintenance.
- E. All electrical wiring shall be installed in an orderly, professional manner. All wiring clamps shall be insulated and all short runs of the wiring harness shall be contained within easy access, corrugated plastic loom. All ground cables and straps shall be secured with bolts and biting star washers and treated with anti corrosion sealer.

## 1. Electrical Panel:

The main electrical panel shall be located on the inside front left-hand corner of the bus, above the operator control area, for ease of access and servicing. All power connections shall be located behind a protective service door on which all relays shall be identified by printed metal labels. All relays shall be heavy duty and sized for overloads. The main electrical panel shall be provided with adequate ventilation and shall contain the main power source for all internal electrical devices. All relays and circuit breakers shall be constructed and mounted so as to not be accidentally operated or damaged by moisture penetration.

## 2. Instrument Panel:

- a. The operator instrument panel shall be located in such a manner to allow easy accessibility, control identification, and safe operation of the vehicle. All switches and indicators shall be conveniently reached from the operator's seated position.
- b. The instrument panel shall include a fuel gauge, oil pressure gauge, air pressure gauge, speedometer, and odometer capable of accurately recording mileage up to 999,999 miles. Indicator lights shall be provided to alert the operator of open emergency exits, overheated engine, low oil pressure, directional and four-way flashers, high beam, fog lights, and low air pressure. In addition the instrument panel shall provide controls/indicators for the following:
  - 1) Step-well incandescent floodlight, manually operated, illuminating the step-well and the adjacent outside entry area
  - 2) Voltmeter indicating low charge, normal charge, and overcharge battery

- 3) Air conditioning, heating, and ventilation controls
- 4) Pneumatic entry door control
- 5) Destination sign control
- 6) Air suspension gauges and controls
- 7) Interior fluorescent lighting controls
- 8) Ignition rotary switch
- 9) Operator courtesy light and controls
- 10) Electronic hour meters shall be mounted in front dash and rear run box

#### 4.2 Lights, Lamps, and Signals

##### General:

All exterior light fixtures shall be designed to prevent entry and accumulation of moisture and dust. Each lamp assembly shall be replaceable in less than 5 minutes by a skilled mechanic's helper.

The bus shall be equipped with Dialight LED (light emitting diode) type lamps and fixtures that shall either meet or exceed all requirements as described herein. Signal and marker lights shall be mounted in shock absorbing rubber grommets wherever possible. All lenses shall have smooth exterior surfaces to prevent dirt entrapment and ease the washing process. All LED lights shall have manufacturer's lifetime warranty. All electrical connections to the LED light fixtures shall be a by wire "pigtail" coming from the light housing and terminated with Packard weather Pak connectors. Interim connectors shall not be permitted on the body of the light. All LED fixtures shall be sealed units, utilizing a single piece lens with the cavity seal accomplished via a potting process, welded lens housing construction shall not be permitted. LED light assemblies shall be specially coated to protect the light from chemical and abrasion degradation.

Lights mounted on the engine compartment doors shall be protected from the impact shock of door opening and closing. Lamps, lenses and fixtures shall be interchangeable to a practical extent. Lights located on the roof and sides of the bus shall have protective shields or be flush mounted in rubber isolators to protect the lens against minor impacts and abrasions. Specific number and mounting requirements are defined in attachments to part 5: Technical Specifications.

- A. Clearance Marker and I.D. Lights – All clearance and ID lights shall be 45 series flush mounted lights.
- B. Reverse / Back Up Lights – the reverse lights shall be clear, series 46 lights.
- C. Tail lights – Tail lights shall be 40 series fixtures. The combination brake and tail lights shall utilize an internal current regulator circuit to ensure uniform illumination of all LED down to 8-volts. Brake and tail lights shall be red. Rear turn signal lights shall be amber. Rear emergency/hazard flasher lamps shall be visible from behind when the engine service doors are open.
- D. Side Turn Signals – the side turn signals shall be amber 18 series lights. These lights shall be guarded for protection. The light shall be visible from the rear and front of the bus as well as outward.
- E. Front Turn Signals – the front turn signals shall be amber and shall be contoured to the shape of the bus body.

- F. Interior Lights – interior green rear door indicator lights shall be 12 volt or 24 volt. The interior light fixture design shall have light emitted from the top surface and all four-side surfaces and shall be visible by the driver and passenger to indicate it is clear to open the rear doors.
- G. Interior Step Well Lights – step well lights shall be 17 series recess mounted in accordance with the ADA requirements.
- H. Head Lamps - Headlamps shall be dual beam, halogen type, installed to maintain adjustment under road shock and in accordance with approved regulations.
- I. Engine Compartment – a minimum of three vapor proof incandescent lamps shall be installed in the engine compartment. There shall be a light mounted on the left, right, and top. The lights shall be controlled by a spring loaded plunger type door switch activated by the rear door.

#### 4.3 Miscellaneous Electrical Requirements

A. Windshield Wipers/Washer:

A minimum of two windshield wipers shall be provided for the front windshield. The windshield wipers shall be electric operated using an intermittent and minimum two-speed control switch on the operator panel. Wipers shall use pantographic arms. An automatic washer shall be provided with a minimum one-gallon reservoir.

B. Charging System:

The unit shall be equipped with a belt driven oil-cooled alternator rated at 24 volts and 270 amps Delco model DN50 or Authority approved equal.

C. Batteries:

Two heavy-duty lead-acid type batteries shall be provided and located in a non-corrosive battery compartment with a vented front-access door. Each battery shall have a minimum of 25 plates, be rated at 192 ampere-hour capacity, and shall not have less than 327 ampere-hours at the 20-hour rate. Batteries shall be on a sliding, self-draining tray for ease of service and maintenance. The battery tray and slides shall be fabricated from stainless steel, retaining hardware shall be non metallic. Battery cables shall be a minimum of 00 gauge, and color-coded for positive and negative terminals. A master disconnect switch shall be provided

\* D. Public Address System:

A Digital Recorders Incorporated DR 600 stop announcement system shall be installed on each bus. The system shall provide audio announcements to riders on-board and waiting at the curbside, and incorporate an internal red LED display that is compatible with the installed DR500C+ and meets the minimum requirements of one line with a 7x96 matrix. The sign must utilize SAW J1708 compatible serial communications. The on-board DR600 or equal shall be 100% compatible with the units installed currently at Washington Dulles International and have the ability to accept PCMCIA cards with the current route programming information.

Integrated with the DR600 announcement system, will be a public address system permitting the driver to announce stops and provide information inside and/or outside of the vehicle. The

microphone will be a hands-free "gooseneck" style system with the operation of the system utilizing a momentary switch actuated by the driver's foot or a "push to talk" switch on the microphone itself.

In addition to the "gooseneck" microphone, there will be two additional microphone receptacles (one in the driver's compartment and one above the luggage rack), two additional push-to-talk microphones, and two 10' extender cables (not coiled) provided under this contract.

There will be eight speakers located at evenly spaced intervals in the bus, and one external speaker located near the passenger doors. The location of the microphone, microphone switch speakers, and the internal display sign will be determined at the pre-construction meeting. All details regarding the DR600 equipment installation will be determined at the sole discretion of the Authority at the pre-construction meeting and all onboard peripherals related to the DR600 will be included as a part of this contract.

E. Radio Antenna Panel:

Two metallic conduit pipes with a minimum inside diameter of one inch or greater will be installed and run from the ceiling mounted antenna access plate to the main power panel. Said conduit will run in the bus wall and not be visible or exposed. Fish-lines will be provided.

\* F. Destination Signs:

Two destination signs (Twin Vision) shall be provided: One on the front of the vehicle over the windshield shall be the master sign. The second shall be to the immediate right of the entrance doorway at eye level (approximately 60 to 72 inches above ground level). The second sign shall be a slave sign, driven from signals originating from the master destination sign. The two signs shall be LED or equal technology, electronic, programmable, with multi-color options of red, green, and blue, operating from the 12-volt electrical system. The front destination sign shall provide a viewing window surface area a minimum of 5.5 inches high by 50 inches wide. The side destination sign shall provide a viewing window surface area a minimum of three inches high by 35 inches wide. All information on the front and side destination signs shall be displayed for the operator on an Operator Control Unit (OCU). The operator shall be able to change the message via controls that are within easy reach when seated in the operator's seat, and the controls shall be damage resistant. All destination signs shall be of solid-state design and shall be viewed under all weather conditions including direct sunlight and darkness. The desired destination sign will have full integration capability with the DR600 stop announcement system installed on-board (see section 7.10), but will have the capability to work in stand-alone mode. All details regarding the DR600 equipment installation will be determined at the sole discretion of the Authority at the pre-construction meeting and all onboard peripherals related to the DR600 will be included as a part of this contract. All destination signs shall meet or exceed all applicable SAE J-1211 tests for shock and vibration.

G. Communications Conduit:

Wiring shall be provided for installation of a two-way radio system to include RG 58 50/ohm coax for antenna, a power converter to supply the radio with power and with capacity of 32 amperes at 12 volts, and an enclosed radio box with cover in an easily accessible area from the operator's seat.

H. Engine Compartment Fire Warning System:

System shall be wired for engine fuel shut down including warning light/buzzer mounted in driver compartment area.

**Section 05 - Heating and Ventilation Systems**

The bus shall be equipped with a total climate control system Thermo King IntelligAire II or Authority approved equal.

**5.1 Heating System**

- A. A thermostatically-controlled heating system with control located on the instrument panel shall be provided of sufficient capacity to maintain 68 degrees Fahrenheit temperature through-out the passenger carrying shuttle bus while the outside temperature is zero degrees Fahrenheit. The heating system shall deliver warmed air at a minimum of three levels via electric blowers. Air shall be directed over side windows to assure de-misting and deicing. A separate heater system shall heat the operator area and windshield to assure year-round de-misting and deicing.
- B. All heater water lines and heater cores shall be heavy-duty. All core assembly joints shall be soldered.
- C. All blowers motors shall be heavy-duty, balanced, and shall be located so as to provide accessibility for brush replacement.
- D. The water valve and water pump shall have a minimum circulation capacity of 15 gallons per minute.

**5.2 Air Conditioning System**

- A. A thermostatically controlled air conditioning system with control located on the instrument panel shall be provided of sufficient capacity to maintain a maximum interior temperature of 72 degrees Fahrenheit throughout the bus while the outside temperature is 92 degrees Fahrenheit. The cooling system shall deliver conditioned air at a minimum of three levels via electric blowers. Distribution of cooled air shall be through common heat ducts as described in paragraph 5.1 of this Section. Blowers shall be heavy-duty, balanced, and shall utilized brushless motors. Blowers shall circulate a minimum of 2,000 cubic feet of air per minute and shall be equipped with an overload circuit breaker.
- B. All air conditioner hoses shall be of the proper size and type for use with refrigerant No. R/134A. Fittings shall be corrosion resistant.
- C. Ventilation shall be provided through the common air conditioning/heating ducts and static roof vents. A minimum of two (2) roof vents, which can be opened at various positions and which may also double as an emergency exit (see Section 08, paragraph 8.3), shall be provided.

**Section 06 – Interior Design and Configuration****6.1 Interior Design**

The interior of the bus shall be designed to provide insulation against heat, cold, and ambient noises in an aesthetically pleasing atmosphere. Interior panels shall be constructed of ribbed acoustical fabric or approved equivalent, and shall be fastened to the body structure in a manner which shall prevent drumming, vibration, or flexing. Seams shall be covered with a color coordinated molding. Trim shall be provided where necessary to present continuity and an attractive appearance. Sample fabric shall be

submitted with the Technical Proposal. Should the Authority have a choice in fabric type or color, a sample of each type or color shall be submitted.

## 6.2 Stanchions

- A. Adequate grab rails and stanchions shall be provided, rigidly supported, and designed to protect the operator and provide seat-to-ceiling aid for standing passengers. Grab rails shall be provided in the stairwell to aid boarding and departing passengers. Stanchions and grab rails shall be provided throughout the full length of the bus. All stanchions and grab rails shall be one and one-quarter inches in diameter, stainless steel tubing, with matching collars and fittings, and without burrs or exposed threading.
- B. A partition shall be provided behind the operator's seat that shall be made of a combination of melamine resin and lexan or approved equivalent, allowing the operator complete viewing of the interior of the vehicle. The partition shall totally protect the operator from the rear.

## 6.3 Baggage Area

The baggage area shall have a minimum of two tiers, with minimum width of 30 inches and a maximum of 54 inches. The baggage area shall be constructed of one and one-quarter inches in diameter stainless steel tubing with matching collars and fittings without burrs or exposed threading. The luggage platform shall be chrome plated or stainless smooth steel plate type. Safety rails shall be installed at the leading edge of each luggage platform to prevent baggage on wheels from rolling about while the shuttle bus is in motion. The baggage area location shall be determined at the pre-production meeting.

## 6.4 Seating Configuration

### A. Passenger Seating:

1. Passenger seating shall be 3" cushioned perimeter type with a minimum capacity of 25 seated passengers. The bench seat shall be 16 to 19 inches in height from the floor to the front top edge of the seat cushion, and the overall height shall be 37 to 42 inches from the floor to the top edge of the seat cushion to the back-rest. The seat-back slope shall be from 8 to 17 degrees.
2. Passenger seating shall be separated by one aisle having a minimum width of 34 inches. The overall aisle height from floor to ceiling shall not be less than 75 inches.
3. The seat frame shall be a minimum of 1-inch, 14-gauge steel tubing installed by bolting the seat pedestal through the floor. Bolts shall be minimum of Grade 5 hardness. The pedestal shall be chrome-plated or stainless steel. Seating installation shall meet all requirements of FMVSS 207 regulation.
4. The seat itself shall utilize non-allergic, fire-resistant, high-density foam cushioning. Serpentine springs and plywood supports shall be provided and all seats shall comply with FMVSS 302 regulation.
5. All seat covering shall be "Firth" or Authority approved equivalent, interior fabric color shall be Holdsworth #WW/F22642 or equivalent which is easily cleaned, and representative of Washington Dulles International Airport color schemes. Final selection shall be approved in writing by the Authority.

**B. Driver's Seat**

The bus shall be equipped with an air ride Recarro driver's seat, Model - Ergo Metro AM 80 or Authority approved equivalent. The seat shall be equipped with the following options:

1. High back with adjustable headrest
2. Seat alarm
3. Pneumatic height adjustment
4. Pneumatic, three-way lumbar adjustment
5. 9.25" track stop with pneumatic latch release
6. Right side seat controls
7. 2-point seat belt on right side buckle, black
8. Stainless steel low floor riser
9. 24 degree backrest stop
10. HLDW 89-670Z fabric

**6.5 Miscellaneous**

The Offeror shall incorporate into the design of the bus the following:

1. A minimum of four clear plastic brochure holders, approximate size of 4" X 2" X 8" (WDH), located in conspicuous areas of the vehicle, for the purpose of providing airline, terminal, and parking brochure information;
2. A sign on the interior of the vehicle indicating the bus number;
3. A 24-hour, digital quartz clock, affixed to the front interior of the bus.

**Section 07 – Exterior Design****7.1 Paint Scheme**

- A. Photographs of the exterior paint design shall be provided by the Authority. The successful Offeror shall submit renderings to the Authority for approval.
- B. The bus shall be painted on the exterior using a high solids, low VOC polyurethane enamel, Dupont color #44433U slate grey metallic or Authority approved equal. All lettering, striping, and signing shall utilize 3M reflective or equal, white-adhesive material.
- C. The bus shall be marked with 2" wide 3M Diamond Grade # 981-32, DOT approved, 11" red/7" white conspicuity sheeting as follows:
  1. Left and right sides shall be full-length front to rear approximately 18" above the bottom edge of the body.
  2. Rear shall be full width directly above the bumper.

**Section 08 – Safety Features**

## 8.1 Bumpers

Front and rear bumpers shall be provided for the bus that shall be energy-absorbing, a minimum of two inches deep by five inches high box-type, and constructed of solid black rubber (sometimes known as "Romeo Rim Crash bumpers" type). The bumper system shall be designed to absorb shock and shall be independent of all power sources. Bumpers shall be designed to resist damage and preclude riders from standing on each bumper.

## 8.2 Mirrors

The buses shall be furnished with interior and exterior rear-view mirrors. The vehicles shall be equipped with a minimum of one interior and two exterior mirrors. The interior mirror shall be installed above the windshield to allow the operator full viewing of the passenger seating area. The interior mirror shall be a minimum of four inches high by 16 inches wide, and adjustable up, down, left, and right. The exterior mirrors shall be a minimum of 7.5 inches square, and shall be equipped with remote-controlled, four-way adjustment; the mirrors shall be retractable to prevent damage. Exterior mirrors shall be installed on stainless steel brackets with arms equipped with quick disconnect mechanisms for easy and fast replacement. Each exterior mirror shall be provided with a convex mirror window area by which vehicles along side the bus may be viewed in blind spots.

## 8.3 Emergency Exits

A. The emergency exits of the bus shall include a combination of roof escape hatches, and emergency door, and emergency windows. All emergency exits shall be clearly indicated with appropriate signing for operation and designation lights.

## B. Roof Escape Hatches:

A minimum of two (2) roof escape hatches shall be provided with operating instructions clearly labeled on the device, and in accordance with all applicable regulations.

## C. Emergency Door:

The entrance door shall be manually overridden during an emergency using an air control switch inside and outside the doorway entrance.

## D. Emergency Windows:

A minimum of three left-hand side and three right-hand side emergency windows shall be provided. All emergency windows shall meet or exceed the requirements of FMVSS 217 regulation, and shall be a minimum of 24 inches wide by 30 inches high.

## E. Backup Safety Devices:

Each bus shall also be equipped with back-up alarm that will engage whenever the bus is in reverse gear.

## 8.4 Miscellaneous Items

Each bus shall be equipped with a safety kit consisting of the following items:

- A. Two (2) 5-pound fire extinguishers, one located near the operator's seat
- B. Three triangular road sign reflectors in a suitable container securely fastened near the operator.

## **Section 09 – Maintenance Manuals, Training, Replacement Parts Information, and Other Items Required**

### 9.1 Maintenance Manuals

- A. The Offeror shall provide the Authority with one complete set of maintenance manuals per serial numbered bus. This shall include but not limited to, one maintenance/service manual, one parts manual, one operator manual, and manufactures service manuals for sub systems, from which all repairs and training may be accomplished for the buses. A complete set of all manuals shall be submitted on CD-ROM if possible.

The Maintenance Manual shall be prepared for technical personnel assigned to maintain the bus fleet. This manual shall include a general description, theory of operation, operator instructions, detailed electrical/electronic logic circuit analysis, mechanical functions, testing, and troubleshooting procedures, preventive and corrective maintenance procedures and schedules, diagrams and schematics.

Include all instructions necessary to repair and/or replace defective components and restore the vehicle to proper operation. Identify associated safety hazards, tools, and test equipment as required for respective tasks.

- B. Copies of all manuals and/or updates shall be submitted to the Authority for approval.
- C. All manuals shall meet specific requirements. Draft copies of all manuals shall be submitted for approval prior to final printing. Binders will be commercial-quality, plastic covered, rigid, heat resistant, loose-leaf type with at least three round rings with an inside dimension of not more than 2.5 inches. Limit content of each binder to 2.5 inches of material. Whenever possible, all data shall be printed on 8.5 X 11 inch sheets; fold-outs should be 11 X 17 inches.
- D. Each manual shall contain a title sheet, table of contents, list of illustrations (if applicable), and a parts list (if applicable). All manuals with over 50 pages shall have an index.
  - 1. Arrange contents by subsystems under separate section and subsection numbers, and in logical sequence for ease of reference.
  - 2. Tab indices shall be provided for each major section of each manual for which data is submitted and also for each section and/or major classification of equipment.
  - 3. Include illustrations, tables, and drawings as independent units whenever possible. Provide data with reinforced, punched-binder tabs; size or fold to 8.5 X 11 inches; insert in logical sequence with titles and page/figure number visible when folded; correct scale legends rendered invalid by reduction process; reinforce folded pages or illustrations where punched; and assure all data is clear and readable.
  - 4. The table of contents shall include the number and title of each section, subsection, paragraph, and corresponding page number. For multiple binders precede each page number with specific volume number for each section or subsection. Show volume number,

title, and location of each illustration, drawing, table, exhibit, attachment, appendix, or other graphic aid in the manual.

5. Include copies of all warranties for all products within appropriate sections of the Maintenance Manual.
6. For each item of equipment, product, and subsystem within the bus include description and function of each element including:
  - a. Nomenclature;
  - b. Number of identical units;
  - c. Model number;
  - d. Manufacturer name(s);
  - e. Date manufactured or model year;
  - f. Serial number(s);
  - g. Specification details.
7. Provide the following drawings, illustrations, charts, graphs, or other visual aids for each product item as a minimum (as applicable):
  - a. Color-coded wiring and cabling identification diagrams showing connections between system/subsystem assemblies, sub-assemblies, and major components as installed;
  - b. System-wide cable routes and interconnections that identify related product units;
  - c. Mechanical drawings showing actual equipment dimensions;
  - d. Schematic drawings and ladder-type diagrams for each electrical or electronic product item;
  - e. System/subsystem schematic drawings;
  - f. Circuit diagrams showing test points and normal signal characteristics;
  - g. Block diagrams showing equipment types, signal levels, and functions;
  - h. Performance curves with engineering data and tests as applicable;
  - i. Panel-board circuit directories including electrical service characteristics, controls, and communication;
  - j. Other related documentation.
8. All manuals shall be printed in the English language.
9. Documentation acceptance shall consist of an inspection of the documentation to assure that the material reflects the approved or latest, revised copy submitted and that the documentation meets all other applicable requirements.

## 9.2 Training

- A. The Offeror shall provide a minimum of 160 hours of factory-certified airport on-site maintenance training for mechanics as designated by the Authority. At the successful completion of the maintenance training, the Offeror shall certify the mechanics are qualified to perform any maintenance required on all components or systems installed on the buses. The Offeror shall bear all costs of training including, but not limited to, travel, lodging, and meal expenses for training mechanics.

- B. The Offeror shall provide a completely indexed, illustrated, step-by-step instructional manual(s) for training personnel in performing maintenance on all of the vehicles and components described. The manual(s) shall include detailed maintenance procedures for all equipment and components of the buses, whether they are manufactured or supplied by outside vendors. Included in the manual(s) shall be a list of required tools and special equipment necessary to maintenance the equipment and components of the fleet.
- C. The Offeror shall provide a one complete set of video training materials submitted in DVD format if possible for the group of vehicles manufactured.
- D. Include documentation on special maintenance training requirements if applicable.
- E. The Offeror shall provide instructors for operating and maintenance training who possess both theoretical and practical experience with the equipment, products, and systems installed under this contract.
- F. The Offeror shall provide instructors who have demonstrated successful experience in conducting similar training on comparable systems.
- G. The Offeror shall provide resumes of experience for each nominated instructor for Authority review.
- H. The Offeror shall immediately replace any instructor who, in the opinion of the Authority, is not performing to a satisfactory level.

### 9.3 Replacement Parts

- A. The Offeror shall provide a current and complete parts list. The Technical Proposal prepared by the Offeror shall identify the recommended list of spare components for the fleet. The replacement parts complement shall be adequate to allow the Authority to operate and maintain the entire bus fleet with minimum disruption and downtime. The Offeror shall guarantee that it shall maintain and have available replacement parts for all systems or components for delivery to Washington Dulles International Airport within 72 hours of notification of need.
- B. The following are additional requirements imposed by these Technical Specification Documents:
  - 1. Provide two-dimensional illustrations which clearly identify replacement parts. Provide list of parts for each product item and indicate which sub-assemblies, modules, or encapsulated parts are not repairable. Include the following information for each part:
    - a. Part identification number keyed to circuit, schematic, or equipment diagram(s); list part numbers sequentially;
    - b. Part name including pertinent electrical and mechanical data;
    - c. Supplier(s) name and part number (if applicable or different);
    - d. Quantity installed

### 9.4 Other Items Required

The offeror shall supply 1 each of the following items:

- A. The offeror shall be required to supply all of the necessary electronic interface cables, software, diagnostic operating device and training required to perform trouble shooting on the Cummins ISL computerized engine control system.

- B. Diagnostic test equipment for the multiplex electrical system.
- C. Destination sign programming equipment and software.
- D. All other necessary electronic interface cables, diagnostic software, and training required for any system installed with computerized capable diagnostics.

**ATTACHMENT 02**  
**EVALUATION CRITERIA**

**EVALUATION CRITERIA**

- A. Proposals shall be submitted in two (2) parts, each in a separate sealed and labeled envelope. The first shall be labeled "Price Proposal"; the second shall be labeled "Technical Proposal."
1. Price Proposal. Submit an **original** and **one** (1) copy of the following documents in the price proposal envelope:
    - a. Solicitation Offer and Award Page
    - b. Schedule, Section III
    - c. Representations and Certifications, Section IV
  2. Technical Proposal. Submit an **original** and **five** (5) copies in the technical proposal envelope.
    - a. Do not include any reference to price.
    - b. Submit on typewritten 8 ½ x 11" plain white paper.
    - c. Assemble in a three ring binder or staple. No other binding methods are acceptable.
    - d. Do not exceed fifty (50), double-spaced, single sided pages. Exhibits and samples of previous work are not included in the 50-page limit.
    - e. Address the evaluation criteria in the order they are presented.
- B. The Authority reserves the right to establish a short list of offerors based upon its initial evaluation of the technical proposals and at subsequent points during the evaluation process. The Authority reserves the right to conduct oral interviews with only the short listed offerors and to include the results of the interviews in its evaluation and to consider only these firms for contract award. Once the technical evaluation is complete, those price proposals of offerors on the final short list will be combined with the technical score in making the final selection of contract award.
- C. Proposals will be evaluated on the following criteria. The criteria are listed in descending order of importance with the first having the most weight and with each of the following criteria having equal or lesser weight than the one preceding it. Each criterion consists of all elements listed in the paragraph under each criterion. Please note that the elements listed in each of these paragraphs are not considered subcriteria and will be evaluated collectively, not individually. In other words, when evaluating how well a technical proposal meets a particular subcriterion, the Authority will consider all of the elements of that criterion together as a single criterion, not as separate subcriteria. The Authority will base its evaluation on information provided by the Offeror, as well as any other relevant information available to the Authority.

**Criterion 1: Price**

Complete Schedule, Section III, as part of Price Proposal submitted in a Separate Envelope as stated in paragraph A1. above.

**Criterion 2: Ability to meet the specific and general requirements of the technical specification**

Offeror shall demonstrate that the proposed vehicles meet or exceed the specifications and general requirements of the technical specification. Offeror shall show the aspects of the bus that make it best suited for the purpose intended, including technical capabilities above those minimum requirements outlined in the technical documents.

**Criterion 3: Experience and References**

Offeror shall demonstrate past experience in designing and providing a bus used for airport shuttle bus operations or similar use. If subcontractors will be used for any portion of the work, they shall be identified by name and type of work they will perform or equipment they will provide. Experience information shall also be provided for subcontractors and information on previous projects on which the subcontractor has worked with the contractor. Offeror shall provide at least seven (7) references from clients who have purchased comparable buses for use as airport shuttle buses or similar operations within the past three years. The following must be provided: client company name, current address, contact name and current phone number, date vehicles requested and date delivered, brief description of the vehicle and equipment provided.

**Criterion 4: Maintenance and Warranty**

Offeror shall describe routine and preventative maintenance requirements, demonstrate availability of local authorized maintenance and spare parts dealers and their ability to respond rapidly with replacement parts, and list any other information to show the maintainability of the vehicles.

Additionally, the ease of servicing major components is very important to the Authority. The Authority desires to access all major components such as the engine, air compressor and transmission from the rear of the bus. The Authority has found servicing components from the inside of the coach to be difficult and labor intensive.

Offeror shall show that the warranty meets the minimum requirements outlined in the specification, outline the major aspects of the warranty, highlight the warranty coverage over and above the minimum requirements of the specification, and indicate any restrictions to the warranty.

**Criterion 5: Delivery**

Capability of meeting delivery date requirement. See Section III – Schedule for delivery information.

**ATTACHMENT 03**  
**VEHICLE INFORMATION QUESTIONNAIRE**

**VEHICLE INFORMATION QUESTIONNAIRE**

The following questionnaire is required to be completed and returned with the offeror's response to the technical specifications. The Authority will not respond to any offeror's response(s) or request for approval or exception (attached) unless this questionnaire is completed and returned.

**A. MANUFACTURER**

1. Name \_\_\_\_\_
2. Address \_\_\_\_\_
3. Project Manager \_\_\_\_\_
4. Telephone Number \_\_\_\_\_
5. ISO 9001 Certification Yes/No \_\_\_\_\_
6. If yes, provide copy of latest certificate.

**B. BUS MODEL NUMBER** \_\_\_\_\_**C. MAXIMUM WARRANTED SPEEDS**

1. Main Drive Engine  
Full Load RPM \_\_\_\_\_  
No Load RPM \_\_\_\_\_
2. Alternator RPM \_\_\_\_\_
3. Propulsion Engine  
Fan RPM \_\_\_\_\_
4. Power Steering  
Pump RPM \_\_\_\_\_
5. Transmission RPM \_\_\_\_\_
6. A/C Compressor RPM \_\_\_\_\_
7. Maximum Vehicle Speed MPH \_\_\_\_\_

**D. GENERAL DIMENSIONS**

1. Overall Length  
Over Bumpers IN. \_\_\_\_\_  
Over Body IN. \_\_\_\_\_

2.	Overall Width	IN.	_____
3.	Overall Height, Front Empty	IN.	_____
	With Gross Load	IN.	_____
4.	Overall Height, Rear Empty	IN.	_____
	With Gross Load	IN.	_____
5.	Wheelbase	IN.	_____
		IN.	_____
6.	Overhang, Center of Axle Over Bumper		
	Front	IN.	_____
	Rear	IN.	_____
7.	Height, Floor to Ceiling Above Front Axle	IN.	_____
	Above Rear Axle	IN.	_____
8.	Width of Aisle At Seat Back	IN.	_____
9.	Floor Height - height of aisle floor with the air suspension operating on properly inflated tires	IN.	_____
	Front Axle	IN.	_____
	Rear Axle	IN.	_____
10.	Step Height - front door; ground to first step	IN.	_____
11.	Step Riser - Front Height - First Step Depth	IN.	_____
	Height - Second Step Depth	IN.	_____
12.	Height of Door Opening Over First Step	IN.	_____
13.	Minimum Road Clearance Front Axle	IN.	_____
	Rear Axle	IN.	_____
	Location of Low Point and Clearance	IN.	_____

- 14. Grade Ability Angles
  - Approach Angle DEGS \_\_\_\_\_
  - Departure Angle DEGS \_\_\_\_\_
  - Ramp Breakover Angle DEGS \_\_\_\_\_
- 15. Minimum Turning Radius
  - Outside Front Bumper \_\_\_\_\_
  - Outside Steer Tire \_\_\_\_\_
- 16. Tire Size
  - Front \_\_\_\_\_
  - Rear \_\_\_\_\_

**E. WEIGHT**

- 1. Curb Weight LBS \_\_\_\_\_
- 2. Gross Vehicle Weight LBS \_\_\_\_\_
- 3. Main Drive Engine With Accessories and transmission ready for installation LBS \_\_\_\_\_

**F. MAIN DRIVE ENGINE**

- 1. Engine Manufacturer \_\_\_\_\_
- 2. Engine Model Number \_\_\_\_\_
- 3. Number of Cylinders \_\_\_\_\_
- 4. Displacement \_\_\_\_\_
- 5. Compression Ratio \_\_\_\_\_
- 6. Local Service Representative \_\_\_\_\_
- 7. Brake Horsepower HP \_\_\_\_\_  
At RPM \_\_\_\_\_
- 8. Crankcase Oil Capacity QTS \_\_\_\_\_
- 9. Idle Speed RPM \_\_\_\_\_
- 10. Fast Idle Speed RPM \_\_\_\_\_

**G. TRANSMISSION**

- 1. Manufacturer \_\_\_\_\_
- 2. Transmission Model Number \_\_\_\_\_
- 3. Local Service Representative \_\_\_\_\_
- 4. Fluid Capacity \_\_\_\_\_

**H. AXLE FRONT**

- 1. Manufacturer \_\_\_\_\_
- 2. Model Number \_\_\_\_\_
- 3. Load Rating LBS \_\_\_\_\_

**I. REAR AXLE**

- 1. Manufacturer \_\_\_\_\_
- 2. Model Number \_\_\_\_\_
- 3. Load Rating LBS \_\_\_\_\_
- 4. Gear Ratio \_\_\_\_\_

**J. POWER STEERING**

- 1. Pump  
Manufacturer and Model Number \_\_\_\_\_  
Type \_\_\_\_\_
- 2. Steering Box  
Manufacturer and Model Number \_\_\_\_\_

**K. BRAKES**

- 1. Manufacturer of Fundamental System \_\_\_\_\_

- 2. Brake Chambers
  - Manufacturer \_\_\_\_\_
  - Front Size \_\_\_\_\_
  - Rear Size \_\_\_\_\_
- 3. Slack Adjusters
  - Vendor and Model Number \_\_\_\_\_
  - Front \_\_\_\_\_
  - Rear \_\_\_\_\_
- 4. Front Brakes
  - Drum Size \_\_\_\_\_
  - Lining Size \_\_\_\_\_
  - Lining Type \_\_\_\_\_
- 5. Rear Brakes
  - Drum Size \_\_\_\_\_
  - Lining Size \_\_\_\_\_
  - Lining Type \_\_\_\_\_

**L. COOLING SYSTEM**

- 1. Radiator Manufacturer \_\_\_\_\_
- 2. Radiator Model Number \_\_\_\_\_
- 3. Frontal Area SQ \_\_\_\_\_
- 4. Number of Radiator Cores \_\_\_\_\_
- 5. Capacity of Cooling System GALS \_\_\_\_\_

**M. AIR CONDITIONING SYSTEM**

- 1. Compressor \_\_\_\_\_  
Manufacturer \_\_\_\_\_  
Model Number \_\_\_\_\_  
Number of Cylinders \_\_\_\_\_  
Cubic Displacement \_\_\_\_\_  
Drive Ratio (to Engine) \_\_\_\_\_
  
- 2. Condenser \_\_\_\_\_  
Manufacturer \_\_\_\_\_  
Model Number \_\_\_\_\_  
Number of Rows \_\_\_\_\_  
Number of Fins per Inch \_\_\_\_\_  
Fin Thickness \_\_\_\_\_
  
- 3. Condenser Fan \_\_\_\_\_  
Manufacturer \_\_\_\_\_  
Model Number \_\_\_\_\_  
Fan Diameter \_\_\_\_\_  
Speed RPM \_\_\_\_\_  
Flow Rate CFM \_\_\_\_\_
  
- 4. Evaporator \_\_\_\_\_  
Manufacturer \_\_\_\_\_  
Model \_\_\_\_\_  
Number of Rows \_\_\_\_\_  
Type of Evaporator Filters \_\_\_\_\_  
Number of Fins per Inch \_\_\_\_\_

- 5. Expansion Valve
  - Manufacturer and Model Number \_\_\_\_\_
  - Superheat Setting \_\_\_\_\_
- 6. Drier
  - Manufacturer and Model Number \_\_\_\_\_

**N. HEAT SYSTEM**

- 1. Main Heater Core
  - Manufacturer \_\_\_\_\_
  - Model Number \_\_\_\_\_
  - Number of Rows \_\_\_\_\_
  - Number of Fins per Inch \_\_\_\_\_
  - Fin Thickness \_\_\_\_\_
  - Rated BTU's \_\_\_\_\_
- 2. Front Defroster
  - Manufacturer \_\_\_\_\_
  - Model Number \_\_\_\_\_
  - Number of Rows \_\_\_\_\_
  - Manufacturer of Motor \_\_\_\_\_
  - Size of Motor \_\_\_\_\_
  - Rated BTU's \_\_\_\_\_
- 3. Circulating Pump
  - Manufacturer \_\_\_\_\_
  - Model Number \_\_\_\_\_
  - Displacement \_\_\_\_\_

**O. AIR SYSTEM**

- 1. Air Compressor
  - Manufacturer \_\_\_\_\_
  - Model Number \_\_\_\_\_
  - Capacity \_\_\_\_\_
- 2. Air Governor
  - Manufacturer \_\_\_\_\_
  - Model Number \_\_\_\_\_
- 3. Air Dryer
  - Manufacturer \_\_\_\_\_
  - Model Number \_\_\_\_\_

**P. ELECTRICAL SYSTEM**

- 1. Alternator
  - Manufacturer \_\_\_\_\_
  - Model Number \_\_\_\_\_
  - Ratio \_\_\_\_\_
  - Capacity/Amps/Volts \_\_\_\_\_
- 2. Batteries
  - Manufacturer \_\_\_\_\_
  - Model Number \_\_\_\_\_
  - Number of Batteries \_\_\_\_\_
- 3. Regulator
  - Manufacturer \_\_\_\_\_
  - Model Number \_\_\_\_\_

**Q. TIRES**

Manufacturer \_\_\_\_\_

Size \_\_\_\_\_

Load Range \_\_\_\_\_

Model \_\_\_\_\_

Tread Wear Rating \_\_\_\_\_

**ATTACHMENT 04**  
**EXCEPTIONS TO SPECIFICATIONS**

**EXCEPTIONS TO SPECIFICATIONS**

(MUST BE RETURNED WITH PROPOSAL)

This undersigned offeror hereby certifies that its proposal against the above RFP is fully compliant with the specifications except for the following: (Exceptions MUST be stated on this form in addition to providing reference literature and other relevant data).

SPECIFICATION	DETAILED EXCEPTION

(USE ADDITIONAL PAGES AS NEEDED)

Except as noted above, the undersigned certifies full compliance with the specifications stated in the RFP. It is understood and agreed that in the event the items delivered upon award are not compliant, the offeror will be required to take whatever steps necessary to insure full compliance at no additional cost to the Metropolitan Washington Airports Authority.

**FAILURE TO EXECUTE AND RETURN THIS FORM MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative                      Title                      Date