

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption		Page of Pages		
			Operation & Maintenance of the DC Streetcar System		1	71	
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		DCKA-2011-R-0121		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> COG <input type="checkbox"/> Emergency		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Roadways and Highway 55 M Street SE 5th Floor Washington DC 20003				8. Address Offer to: Progressive Transportation Services Administration 55 M Street SE 5th Floor Washington DC 20003 202-369-7940			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried to the bid counter located at <u>2000 14th Street NW</u> until <u>2:00 P.M.</u> local time <b>OCT 12 2011</b>							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
				(Area Code) (Number) (Ext)			
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		<input type="checkbox"/> 10 Calendar days %		<input type="checkbox"/> 20 Calendar days %		<input type="checkbox"/> 30 Calendar days %	
		<input type="checkbox"/> _____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code) (Number) (Ext)		<input type="checkbox"/>					
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Government of the District of Columbia			 Office of Contracting & Procurement				



## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of District's Department of Transportation, (the "District") is seeking a contractor to operate the H St/Benning Rd Streetcar Line which is the first segment of a 37-mile streetcar network (See Exhibit A-1: Draft Operations and Maintenance Plan). The District is constructing the segment along H Street NE and Benning Road NE from west of 1st Street NE to east of Oklahoma Avenue NE. Portions of the system, such as tracks and OCS pole foundations, have already been installed along the corridor. The District initiated the construction in 2011 with revenue service along the H St/Benning corridor commencing by Fall 2013.

**B.2** The District contemplates award of fixed price contract in accordance with 27 DCMR Chapter 24.

### **B.3 COST SCHEDULE**

The Offeror shall propose a fixed price to perform the requested services. Cost of service shall be shown in tables as described in Section B.4.

**B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For subcontracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

**B.4.1 Cost Format:** Offerors will present costs in a format that shows each year of the initial five-year contract. For purposes of this proposal, Offerors should assume Start-up activities will begin Fall 2012 and revenue service will begin Fall 2013, with each consecutive contract year beginning with DDOT's fiscal year October 1. For the first year of the contract period, start-up costs must be identified. Training costs related to the expansion of service must be separated from ongoing operations and maintenance costs for each year excluding the start-up year.

Table B-1 shall be used to summarize costs. This table will serve as the Offeror's price proposal. Costs must be shown in four of the five major functional categories, including Management and Administration, Operations, and Vehicle Maintenance. Offerors can either provide costs Right of Way Maintenance if they have that expertise on staff, or with a chosen subcontractor, or they can propose to add those services during the startup year by subcontract. If Offerors choose to add subcontractors they will need to include the fee to manage that subcontract in the cost tables provided. If Offerors plan to subcontract Right of Way Maintenance, they shall submit a commitment to work with DDOT in securing agreements to provide these support services through negotiated agreements with public agencies or conducting a competitive bidding process for each of the services. The approach of this later phase of procuring these services should be described by Offerors including all assumptions and opportunities for input and involvement from DDOT. Contractor shall agree that DDOT must approve each of the subcontracts. It is assumed that Offerors will manage the overall system and be responsible for the execution of all scopes of work, regardless of whether portions are subcontracted.

The cost for direct labor shall be shown in a format similar to the example shown in Table B-2. Other Direct Costs, Indirect Costs and Expansion/Training Costs shall be shown in tables similar to the examples shown in Tables B-3, B-4 and B-5, in accordance with the instructions in the sample tables. The details in the sample tables are provided for illustrative purposes. Offerors may use their own terminology for staff functions and position titles but a staffing plan, outlining all positions, hourly rates and associated overhead for each year of the contract must be submitted. Information provided in the tables must be sufficiently detailed to permit a full understanding of the components of the Offeror's cost estimate.

**B.5 District Assumptions:**

For purposes of this proposal, Offerors are required to use the following assumptions when preparing their Proposals:

- B.5.1** Start-Up begins Fall 2012. Note that streetcar startup initiation date is not firm; contractor will be called to participate in startup activities upon DDOT notification. The objective is to commence start-up activities 12 months prior to revenue service.
- B.5.2** Revenue Operation begins Fall, 2013 for the Streetcar. Note that the streetcar revenue operation start date is not firm; contractor will be fully involved in startup activities and will receive notification from DDOT on the exact start date of revenue service.
- B.5.3** Service levels, including revenue service vehicle miles and hours as outlined in Attachment A to this RFP, are provided for Offerors to use as the basis of a Cost Proposal. The actual number of revenue service miles and hours is subject to the RFP contract negotiations, completion of construction and the terms provided for throughout this RFP.
- B.5.4** Utilities will be paid by DDOT and will not be the responsibility of the selected Contractor.

**B.6 Offeror Assumptions:**

The Offeror shall identify all assumptions used in developing operating expenses. This information shall include, at a minimum:

- 1) Number of full-time-equivalent personnel by job title/function including, at a minimum, streetcar operators, Maintenance personnel by type, Dispatchers, Supervisors, and Administrative personnel.
- 2) Hourly wage rate and total pay hours for the above personnel.
- 3) Cost of Contractor-provided non-revenue vehicles and equipment including depreciation.
- 4) Total miles and hours assumed for operation, including training, deadhead, other.
- 5) Fringe benefit package for each major employee category and fringe benefit percent of wages.
- 6) Assumptions underlying service contracts and/or subcontracts.
- 7) Inflation levels and cost-of-living adjustments to wages, services and materials. Offerors must use a recognized index from the Bureau of labor Statistics or other recognized source, based on appropriate NAICS industry categories.

- 8) Overhead Cost by showing the rate applied to Direct Labor Cost.
- 9) Other Direct Cost, to include equipment, rental, materials/parts/supplies. Propulsion power for Streetcars will be provided by the District.
- 10) Fixed Fees.
- 11) Any and all other relevant cost assumptions.



**SAMPLE COST TABLE B-1: SUMMARY TABLE**

1. Offerors are required to "roll-up" the detailed cost estimates into a summary table that shows the cost components indicated in Table B-1. Details of the costs presented in each column must be shown in Tables B-2, B-3, B-4 and B-5.
2. Direct Labor refers to labor cost including labor overhead (statutory payroll cost and employee benefits).
3. Fixed Fee refers to the Offeror's fixed fee that is independent of actual cost of each Functional Category. If Offeror plans to subcontract work out and does not currently have pricing, any mark-up associated with managing that contract should be indicated in the fixed fee column.

	YEAR 1 Start-Up				YEAR 2 25,792 Revenue Hours, 4 Operating Streetcars				YEAR 3 45,136 Revenue Hours, 7 Operating Streetcars				YEAR 4 107,744 Revenue Hours, 18 Operating Streetcars				YEAR 5 161,616 Revenue Hours, 27 Operating Streetcars				TOTAL COSTS									
	Direct Labor Costs	Other Direct Cost	Indirect Cost	Fixed Fee	Total Start-Up	Direct Labor Costs	Other Direct Cost	Indirect Cost	Fixed Fee	TOTAL	Direct Labor Costs	Other Direct Cost	Indirect Cost	Fixed Fee	TOTAL	Direct Labor Costs	Other Direct Cost	Indirect Cost	Fixed Fee	TOTAL	Direct Labor Costs	Other Direct Cost	Indirect Cost	Fixed Fee	TOTAL COST					
Management and Administration																														
Operations																														
Vehicle Maintenance																														
SUBTOTAL																														
System Expansion Training Right of Way Maintenance																														
SUBTOTAL																														
TOTAL COST																														



**SAMPLE COST TABLE B-2: DIRECT LABOR**

1. Start-up refers to contract activities that occur in preparation for beginning revenue service operations, such as test operations and training.
2. Overhead refers to labor overhead only (statutory payroll costs and employee benefits).
3. Offerors are required to propose an appropriate organizational approach and staffing plan that outlines the projected allocation of staff for each year.
4. Fixed Hourly Rate means Offerors must propose a firm cost of a "blended" rate, i.e. a rate averaged over the specific responsibility area under each Functional Category.
5. Offerors are encouraged to achieve effective and efficient work force utilization by combining functions and promoting flexibility in assignments wherever appropriate.
6. Offerors must list each cost item and must include all relevant assumptions underlying the cost estimate for each item.

	YEAR 1 Start Up				YEAR 2 25,792 Revenue Hours, 4 Operating Streetcars				YEAR 3 45,136 Revenue Hours, 7 Operating Streetcars				YEAR 4 107,744 Revenue Hours, 18 Operating Streetcars				YEAR 5 161,616 Revenue Hours, 27 Operating Streetcars				TOTAL DIRECT LABOR				
	Fixed Hourly Rate	Hours	Sub-total Labor Cost	Labor Over-head	Fixed Hourly Rate	Hours	Sub-total Labor Cost	Labor Over-head	Fixed Hourly Rate	Hours	Sub-total Labor Cost	Labor Over-head	Fixed Hourly Rate	Hours	Sub-total Labor Cost	Labor Over-head	Fixed Hourly Rate	Hours	Sub-total Labor Cost	Labor Over-head	Hours: Operations	Sub-total Labor Cost	Labor Over-head	TOTAL	
<b>MANAGEMENT AND ADMINISTRATION</b>																									
List Employees Required for Management and Administration of the System																									
Subtotal																									
<b>OPERATIONS</b>																									
List Employees Required for Operation of the System																									
Subtotal																									
<b>VEHICLE MAINTENANCE</b>																									
List Employees Required for Maintaining the Streetcar Vehicles																									
Subtotal																									
<b>SUBTOTAL MNGMNT &amp; ADMIN. OPERATIONS, VEHICLE MAINT</b>																									
<b>RIGHT OF WAY MAINTENANCE</b> (Fill in if costs known)																									
List Employees Right of Way Maintenance																									
Subtotal																									
<b>TOTAL HOURS</b>																									
<b>TOTAL COST</b>																									



**SAMPLE COST TABLE B-3: OTHER DIRECT COST**

1. Include costs directly associated with specific activities within each Functional Category. Examples of direct costs are spare parts, consumables, fuel, equipment leases/rentals, service contracts.
2. Offerors are not limited to the above-listed examples and must include all estimated Other Direct Costs. Costs must be allocated to one or more of the Five Functional Categories listed in the sample table.
3. Offerors must list each cost item and must include all relevant assumptions underlying the cost estimate for each item.

	YEAR 1 Start-Up	YEAR 2 25,792 Revenue Hours 4 Operating Streetcars	YEAR 3 45,136 Revenue Hours 7 Operating Streetcars	YEAR 4 107,744 Revenue Hours 18 Operating Streetcars	YEAR 5 161,616 Revenue Hours 27 Operating Streetcars	TOTAL OTHER DIRECT COST
<b>MANAGEMENT AND ADMINISTRATION</b>						
List cost items						
Subtotal						
<b>OPERATIONS</b>						
List cost items						
Subtotal						
<b>VEHICLE MAINTENANCE</b>						
List cost items						
Subtotal						
<b>RIGHT OF WAY MAINTENANCE</b>						
List cost items						
Subtotal						
<b>TOTAL OTHER DIRECT COSTS</b>						



**SAMPLE COST TABLE B-4: INDIRECT COST**

1. Include costs not associated with a single responsibility, but that can be summarized under a Functional Category. Examples of indirect costs are office supplies, uniforms, training, MIS, marketing, utilities, insurance, legal services, depreciation.
2. Offerors are not limited to the above-listed examples and must include all estimated Indirect Costs. Costs must be allocated to one or more of the five Functional Categories listed in the sample table.
3. Offerors must list each cost item and must include all relevant assumptions underlying the cost estimate for each item.

	YEAR 1 Start-Up	YEAR 2 25,792 Revenue Hours 4 Operating Streetcars	YEAR 3 45,136 Revenue Hours 7 Operating Streetcars	YEAR 4 107,744 Revenue Hours 18 Operating Streetcars	YEAR 5 161,616 Revenue Hours 27 Operating Streetcars	TOTAL OTHER DIRECT COST
MANAGEMENT AND ADMINISTRATION						
List cost items						
Subtotal						
OPERATIONS						
List cost items						
Subtotal						
VEHICLE MAINTENANCE						
List cost items						
Subtotal						
RIGHT OF WAY MAINTENANCE						
List cost items						
Subtotal						
TOTAL OTHER DIRECT COSTS						



**SAMPLE COST TABLE B-5: SYSTEM EXPANSION/TRAINING COST**

1. Include all Training Costs directly related with the projected expansion of Streetcar service. These costs should not include regular turnover and costs of employee hiring and training related to existing service.
2. Offerors are not limited to the listed examples and must include all estimated Training and Expansion Costs. Costs must be allocated to one or more of the five Functional Categories listed in the sample table.
3. Offerors must list each cost item and must include all relevant assumptions underlying the cost estimate for each item.

	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL OTHER DIRECT COST
<b>MANAGEMENT AND ADMINISTRATION</b>	25,792 Revenue Hours 4 Operating Streetcars	45,136 Revenue Hours 7 Operating Streetcars	107,744 Revenue Hours 18 Operating Streetcars	161,616 Revenue Hours 27 Operating Streetcars	
List cost items					
Subtotal					
<b>OPERATIONS</b>					
List cost items					
Subtotal					
<b>VEHICLE MAINTENANCE</b>					
List cost items					
Subtotal					
<b>RIGHT OF WAY MAINTENANCE</b>					
List cost items					
Subtotal					
<b>TOTAL OTHER DIRECT COSTS</b>					



## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District Department of Transportation, (the District) is seeking a Contractor to operate the DC Streetcar System ("Streetcar").

The services required under the proposed contract for Streetcar operations and maintenance will include responsibility for all day-to-day functions associated with the operation of the line: streetcar operation, service dispatch and management, hiring and training of staff, safety programs, maintenance of vehicles, maintenance of way, maintenance of facilities and systems, support for emergency response, customer service, provision of special services as required, assistance and participation in system testing and start-up activities, and administrative and recordkeeping functions. Specific facilities, vehicles and equipment to be provided by DDOT in connection with these services are identified within the detailed Scope of Work (Attachment A and its Exhibits).

The following list is a summary of the services that the contractor shall provide:

- 1) Operate Streetcar to the service levels and standards as defined in this RFP and in Attachment A to the RFP.
- 2) Provide sufficient and qualified operating, maintenance, supervisory, management and administrative personnel based on effective hiring and retention programs.
- 3) Establish and conduct training and retraining programs.
- 4) Develop emergency response procedures and during incidents work with on-site emergency responders.
- 5) Participate in Streetcar system and vehicle testing and startup activities.
- 6) Participate in design review of Streetcar expansion plans.
- 7) Provide required insurance as set forth in Section I.8.
- 8) Support the District's program of marketing, promotion and special events.
- 9) Provide all required reports and performance data, including reports required for federal, regional and local agencies.
- 10) Maintain revenue vehicles and support vehicles and equipment.

The following services may be subcontracted:

- 1) Maintain track, traction electrification system, communication systems, stations, and associated fixed facilities and systems.
- 2) Develop maintenance programs and operate the maintenance facility according to all required regulations and safety standards.
- 3) Provide a maintenance information system for tracking status and maintenance history for vehicles and facilities.

- 4) Provide revenue collection and processing functions.
- 5) Provide maintenance services for fare collection system.

The Contractor's point of contact will be the Contracting Officer's Technical Representative (COTR). The Contractor is subject to direction from the COTR. The name and contact information for the COTR are listed in Section G.7.

## C.2 NOT USED

## C.3 DEFINITIONS

Terms common to the Streetcar service and used in this RFP have the following meanings:

**Approved:** The contractor must seek and obtain specific approval from DDOT before proceeding with the work or the particular item requiring approval.

**APTA:** American Public Transportation Association.

**Commencement Date:** Date at which Contractor begins performing services, as defined in the Scope of Services of the Contract.

**Contractor:** The successful Offeror to whom a contract is awarded.

**Contract Administrator, Contract Officer:** The Contract Administrator or Officer designated by DDOT.

**Days:** Calendar days unless otherwise specified.

**DDOT:** The District of Columbia Department of Transportation and/or its authorized representatives, agents and employees.

**Fiscal Year:** The fiscal year used by DDOT (October 1 through September 30).

**FTA:** The Federal Transit Administration of the U.S. Department of Transportation.

**Hazardous Substance and/or Contaminated Material:** Any substance, waste, or material which is determined by any state, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, and/or the environment, including, but not limited to, all substances, wastes, and materials designated or defined as hazardous, extremely hazardous, or toxic pursuant to Federal and District laws, codes and regulations.

**Limited Notice to Proceed:** Notice to Proceed for limited services identified in the Scope of Services.

**Mobilization:** The services performed immediately after the Notice to Proceed in order to initiate the Contract Services.

**NFPA:** National Fire Protection Association

**Notice of Completion:** Written Notice from the Contractor to DDOT that the work in the Contract is completed.

**Notice of Termination:** Written Notice from DDOT to Contractor terminating the Contract completely or partially either for the convenience of DDOT or default due to the Contractor's failure to perform its contractual obligations.

**Notice to Proceed (NTP):** The notice which authorizes the Contractor to begin services per the terms of the Contract Documents.

**Offeror:** The party or parties proposing to provide the services described herein.

**Operating Plan:** Detailed description of the operation of streetcar services in a fiscal year.

**Owner:** The District of Columbia Department of Transportation (DDOT).

**Qualified:** Has satisfied the training requirements for a position and possesses the background, skills and experience necessary to fulfill the duties of a job included in the provision of services.

**Revenue Hours:** The number of hours a streetcar is in service, carrying fare-paying passengers.

**Subcontractor:** A party or parties who perform a specific part of the services undertaken by the Contractor, pursuant to an agreement with the Contractor, and who, by the terms of the agreement agrees to comply in all respects with the terms of the contract between the contractor and DDOT.

**Written Notice:** The provision of formal documented communication when delivered to the designated representative of the Contractor or DDOT.

## C.4 BACKGROUND

### Context

The H Street Benning Road Streetcar line represents the first segment in a planned streetcar network. It will operate along a right of way as described in this RFP and will serve seven stations. Service is expected to begin on this line in the fall of 2013. As this is the first modern streetcar line operating in the District of Columbia, and the only streetcar line in the entire Washington, D.C. metropolitan area, it is vital that Offerors describe how they intend to approach and manage this unique service.

The District will provide the Streetcar rail vehicle fleet, a rail maintenance facility, certain equipment and parts, and the use of other assets as defined in Attachment A to this RFP. Use of District property is provided pursuant to the requirements in 2700 DCMR 4100: Use of District Property and Sources by Contractors.

### DC Streetcar Goals

The Contractor shall support and promote the District's goals for these services under the proposed contract. Goals for both services include the following:

1. **Safety** (no injury accidents)
  - Lines that operate safely for customers, employees and the public, with safe procedures and also quick and effective response to unusual or emergency situations.
2. **Reliability** (Meeting schedules within 5 minutes of scheduled time 98% of the time)
3. **Customer Communications**
  - Provide arrival information in all shelters and on the internet
  - Inform customers of service impacts affecting schedule
  - Effective and courteous employees - A stable and committed work force that is highly local and is well-trained in operation, in managing a range of situations, and in customer service.
4. **Service Quality**
  - Smooth transition – Accomplishing a safe and effective start of operation on the new Streetcar line.
  - High quality of service - A safe and reliable operation such that vehicles arrive when they are expected and customers arrive at their destination stop on schedule.

- 10 minute frequency for service Monday through Thursday 6:00 a.m. to 12:00 p.m.; Friday 6:00 a.m. to 2:00a.m.; Saturday 8:00 a.m. to 2:00 a.m.; and Sunday 8:00 a.m. to 10:00 p.m.
- A positive experience for the users - Well-maintained vehicles that look and feel clean inside and out; streetcar stations that are well maintained and clean; and courteous operators and supervisors who are able to provide helpful information to customers.

**5. Financial Sustainability**

- Control hourly operating costs for revenue service.
- Achieve 30% farebox recovery from the operations.
- Protection of DDOT's transit vehicles and other assets - A maintenance and security program that takes optimal care of the District's streetcars, stations, buildings and support equipment
  - Support for the District's future network expansion – Providing assistance for procurement of new vehicles and providing design and operational input to the planning of new Streetcar links.

**6. Encourage Community Development and Service**

- Document development occurring along the streetcar line.
- Create sponsorship and promotion opportunities for businesses in the corridors.

**C.5 REQUIREMENTS**

This section identifies requirements to which the Contractor is subject in the performance of the services under this contract. Detailed requirements are included in Appendix A.

**C.5.1 Single Contract**

The District intends to enter into a single contract for operation and maintenance of the Streetcar service. The Contractor is required to provide a single General Manager who is responsible to manage the activities under this contract and who is the District's primary point of contact.

**C.5.2 Operations and Service Quality**

Contractor shall operate the service levels and schedule as determined by DDOT. DDOT may change the scheduled service at its discretion. Such revisions may be one-time, temporary, or long-term in nature. When making such changes DDOT will provide 30 days written notice to the Contractor to revise its operations, except in cases of emergency or unforeseen street closures or right of way conditions.

On-time performance is an important factor in attracting riders. The Contractor shall stress service reliability and to proactively monitor and manage the streetcar service so as to maximize schedule adherence and minimize delays, missed trips and service disruptions. The methods are expected to include effective mobile supervision of the lines during all operating hours.

To facilitate effective management of the service, the Contractor shall operate an operations/dispatch function which is located in a communications center at the operations and maintenance facility.

The Contractor shall base its operations and training on an established rulebook/operators manual and to implement Standard Operating Procedures (SOPs) including communications procedures, safety procedures, and emergency procedures.

The Contractor shall meet District performance standards that are described in detail in Attachment A to this RFP.

### **C.5.3 Assets and Maintenance**

#### **C.5.3.1 Assets**

Certain assets are to be provided to the Contractor by the District for use in operating the services under this contract. These assets include streetcars, a rail maintenance facility, certain equipment and parts, and other assets as defined in Attachment A to this RFP. The Contractor shall not use the assets for another purpose or enter into an agreement with any other party for use of equipment and/or personnel dedicated to this service without the expressed written approval of DDOT. The Contractor shall not make modifications to the District's vehicles, facilities or equipment without expressed written approval from DDOT.

#### **C.5.3.2 Maintenance**

The Contractor shall implement preventive and corrective maintenance programs to keep the streetcar vehicles and all District assets in a state of good repair and maintain a clean and attractive appearance. The Contractor is responsible to maintain the vehicles and other District assets used in the performance of the contract services. The Contractor shall maintain the assets in a state of good repair in accordance with the requirements in Attachment A, the District-approved maintenance program and manufacturers' recommendations.

#### **C.5.3.3 Cleanliness**

The District places great importance on the interior and exterior cleanliness of vehicles. The Contractor shall be responsible for the cleanliness of all vehicles.

#### **C.5.3.4 Spare Parts, Inventory**

DDOT shall provide a base of spare parts as listed in Exhibit A-8. The Contractor shall supply required spare parts and material needed in the operation of service, and shall implement an inventory management system to track usage and assist with ordering. At the conclusion of the contract, Contractor shall provide the same quantity of base of spare parts.

#### **C.5.3.5 Maintenance Management System**

The Contractor shall implement a computer-based Maintenance Management System (MMS) approved by DDOT. The system shall be capable of tracking work orders, labor, material consumption and other resources associated with work performed on each vehicle and each system asset. The system shall also be capable of tracking required inspection dates for vehicles and all other system assets.

The MMS is also a tool for tracking and analysis of vehicle and system performance data. Daily data on mileage, availability, and system and subsystem failures shall be entered, and the Contractor shall track performance on a vehicle-specific basis and vehicle system-specific basis using the MMS as a source of information. The MMS shall be capable of generating reports that utilize the data stored in the above records.

### **C.5.3.6 Warranty Programs**

The Contractor is responsible for effective administration and management of the warranty program for vehicles and all applicable systems and facilities. Responsibilities include tracking warranty status and requirements, effective identification of warranty and non-warranty work, and optimization of warranty periods. The warranty administration database shall be integrated with the MMS.

### **C.5.3.7 Maintenance Audits**

DDOT shall have unrestricted access to all vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Contractor's facility. DDOT shall be entitled, at all times, to conduct inspections of any vehicle in order to determine compliance with the provisions hereof.

DDOT will periodically utilize an independent maintenance auditor to provide expert review of the Contractor's maintenance practices and to audit the condition of DDOT's vehicles. DDOT intends for these audits to not only act as an independent monitoring of the Contractor's maintenance efforts, but also as a method for the Contractor to demonstrate constant improvement. Audit reports will be available to the Contractor and the consultants will provide follow-up meetings and suggestions.

These fleet audits will include extensive vehicle inspections, utilizing the pits and lifts of the facility, and also involve inspection of maintenance documentation and Contractor's procedures. The Contractor must provide full cooperation to these consultants, arrange for efficient use of their time through facility and vehicle access, supply personnel to move vehicles, and make on-the-spot repairs, adjustments, etc.

DDOT will notify the Contractor at least 48 hours in advance regarding the upcoming collection of oil, transmission, coolant, or other fluids for analysis as part of an audit. During these 48 hours, the Contractor must inform DDOT of any scheduled preventive maintenance on any vehicle which might affect the samples to be tested.

Any deficiencies in the vehicle fleet identified by the audits shall be repaired by the Contractor. Within 10 days after notification of such deficiencies, the Contractor shall present a written repair schedule/timeline to DDOT for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit DDOT to procure a third party to complete such work at the Contractor's expense. Any deficiencies that render a vehicle out of service shall be repaired immediately.

In the event the Contractor disputes the independent auditor's findings, or believes for other reasons that DDOT should reimburse the Contractor for such repairs, the Contractor may seek DDOT's approval of a third party paid for by the Contractor and approved by DDOT, to provide a second opinion. With assistance from DDOT's auditor, DDOT will consider additional opinions and attempt to resolve the issue. If the dispute cannot be resolved within a reasonable timeframe, the decision of DDOT shall be final. Under no circumstances shall the Contractor be relieved of its responsibility for fully complying with adequate equipment requirements to meet service needs during such protest periods.

## **C.5.4 Personnel**

### **C.5.4.1 General**

The Contractor shall fully staff all positions proposed in its submittal.

The Contractor shall provide qualified management personnel necessary to meet all requirements as outlined in this RFP. The Contractor's management staff will have full responsibility for and be held accountable for meeting the specifications and requirements of this RFP and subsequent Contract between the parties. All Managers proposed by the Contractor shall be subject to approval of DDOT prior to their appointment. DDOT will not unreasonably withhold approval of the Contractor's proposed Managers, but will assess the candidate's technical competency, prior experience, availability, and education, along with other factors in determining if the candidate is suitable for the position.

DDOT shall have the right to demand removal of any personnel furnished by the Contractor.

#### **C.5.4.2 Personnel Policies**

The Contractor shall have programs in place to attract qualified and high caliber employees to the positions involved in this contract. Offerors are required to describe the personnel policies (including wages, benefits, working conditions, and promotion opportunities) in place to retain employees and minimize turnover in positions involved in this contract.

#### **C.5.4.3 Appearance and Conduct**

DDOT places great importance on the professional appearance and conduct of vehicle operators and other employees. Offerors are required to describe the policies they will implement on this project to ensure standards of conduct, dress and appearance, and customer service.

The Contractor shall have a uniform policy that provides standardized uniforms and replacement uniforms to employees. The design of said uniforms shall require concurrence of DDOT. Other required uniform elements bearing the appropriate logo shall also be provided at no charge. Specific uniform and appearance requirements for operators shall be implemented for shirts, trousers, belts, shoes, outer garments and scarves/ties. Uniform standards shall also be implemented for maintenance personnel and supervisory personnel

At all times while performing their duties vehicle operators, supervisors, and trainers shall maintain a clean and neat appearance, and must wear the approved uniform. Each employee shall have a clean, pressed uniform at the start of each day. The Contractor shall provide a uniform cleaning service, including pickup and delivery of uniforms to their operations facility, at no cost to the employee and shall provide for emergency replacement of soiled uniforms. Each employee must also adhere to a code of personal grooming and hygiene established by the Contractor in conjunction with DDOT.

Contractor shall supply each employee a badge bearing the Streetcar logo, employee's name, photograph, and badge number. Contractor must control all identifying materials which are provided to employees and must require that all ID materials must be rendered by the employee upon termination.

#### **C.5.4.4 Employee Relations**

Contractor shall establish an employee grievance policy.

Contractor shall implement an Employee Review Program consisting of regular in-service reviews of operators (and other employees, upon DDOT request) and specific investigation of "problem" employees and formal procedures for refresher education and retraining. During the first year, operators will be reviewed and evaluated after three (3) months, six (6)

months, and one (1) year, unless more frequent monitoring is deemed necessary. Thereafter, all operators shall receive at least an annual performance review and certification.

Contractor shall implement a program of progressive discipline for each category of employees. Included shall be policies and procedures for accident and complaint investigation, assignment of "points," and progressive discipline. Program shall include use of behavior modification techniques.

DDOT strongly encourages the contractor to devote considerable effort to developing the plan for hiring, training, and certifying new employees so as to minimize disruption of service during transition.

#### **C.5.4.5 Employee Programs**

Contractor shall implement an Employee Assistance Program for all employees serving under the DDOT Contract at no charge to the employee.

Contractor shall submit, for DDOT approval, employee incentive programs for each category of employee designed to provide positive reinforcement (e.g., most compliments, safe-operating awards, rollout inspections, awards ceremony, etc.). A complete description of this program shall be provided with the proposal.

#### **C.5.4.6 Personnel Records**

The Contractor shall maintain an up-to-date database of records on the DDOT network of all operator, supervisor and mechanic hiring, training, certification, and disciplinary actions. This information shall include hiring date, in-service date, name and ID number, DMV and CDL license checks, jurisdiction of residence, and detailed training records. Records of specific training delineating time of day and hours, route(s), specific training modules, vehicles, etc. and who certified each operator will be provided to DDOT before any operator enters into revenue service not previously performed. Detailed records of maintenance personnel training (dates, systems, vehicles, etc.) shall be similarly documented and maintained in the employee personnel file. Specific supervisor training records shall also be maintained. Contractor shall also maintain records of employee reviews, complaints and resulting disciplinary actions, and retraining linked to complaint number.

#### **C.5.4.7 Training**

The Contractor shall implement training and certification programs for operators, maintenance personnel and other employees. Detailed requirements for the Streetcar are shown in Attachment A to this RFP.

Contractor shall develop and implement a program to ensure that all on-site managers become familiar with DDOT services, policies, and procedures so that clear, consistent, and comprehensive training and management is provided.

The Contractor shall make all employees available for an initial orientation session, which will be provided by DDOT and its partner, DCST. All subsequent graduating trainees shall be made available for a DDOT orientation.

#### **C.5.4.8 Training Special Provisions - Streetcar Maintenance Apprenticeship Program**

Qualified contractor agrees to develop, sponsor and implement a Streetcar Maintenance Apprenticeship Program for 25 individuals during the first year of the project. As this is a pilot program, said program should have the capacity to expand to accommodate training for

100 individuals per project year. The apprenticeship program should comply with the apprenticeship standards as set forth by the DC Apprenticeship Council.

**Vendor Selection Criteria**

1. History of past training performance in said area of expertise
2. History of past training that enhanced the skill sets of workers and progression from apprentice to journeyman.
3. History of past apprenticeship performance as approved by the appropriate state Apprenticeship Council.

**APPRENTICESHIP STANDARDS**

The DC Apprenticeship Council has the authority to develop, administer, and enforce apprenticeship program standards (Standards) for the operation and success of an apprenticeship or on-the-job-training program in the District of Columbia. Only with the consent of the DC Apprenticeship Council and only apprentices registered with or recognized by the District Department of Employment Services Office of Apprenticeship Information and Training will be recognized by DDOT. Parties who are signatory to these apprenticeship standards declare that their purpose and policy is to establish and sponsor an organized system of registered apprenticeship and training education. The approved standards should be in conformity with and are to be used in conjunction with the Apprenticeship, (DC Code 36-404 (1988.)); The National Apprenticeship Act, 29 U.S.C. (United States Code) 50; Apprenticeship Programs, Title 29 Part 29 CFR (Code of Federal Regulations); and Equal Employment Opportunity in Apprenticeship and Training, Title 29 Part 30 CFR which collectively govern the employment and training in apprenticeable occupations. They are part of the apprenticeship agreement and bind all signers to compliance with all provisions of registered apprenticeship. If approved by the council, such amendment(s) and such changes as adopted by the council shall be binding to all parties on the first day of the month following such approval.

Apprenticeship Program standards should include, but not limited, to the following:

- a. Certification(s) and licensure for all applicable safety programs in compliance with U.S. Department of Labor Occupational Safety and Health Administration rules and regulations;
- b. Certification and licensure for all applicable trades utilized.
- c. A minimum of 144 hours per year of classroom instruction and a maximum of 8000 On-the-Job Training Hours.
- d. Minimum eligibility requirements
- e. Wage Progression towards journeyman status
- f. Determination of a probationary period for apprentices
- g. Grievance Procedures
- h. Upon completion of the Apprenticeship Program, graduates will be granted full journeyman status.

The proposed Streetcar Maintenance Apprenticeship Program shall be submitted to the District Department of Employment Services, Office of Apprenticeship Information and Training for review and recommendation for consideration by the DC Apprenticeship

Council. The District of Columbia Apprenticeship Council is responsible for the approval of training programs in the District of Columbia. Contractor has 30-90 days from the notification of the lowest bidder to have apprenticeship program approval by the DC Apprenticeship Council.

### **Employment and Training Agreement**

For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

#### **I GEOGRAPHIC AREA COVERED:**

Each apprenticeship sponsor shall maintain a street address in the District of Columbia for the purpose of having records of apprentices and shall make such records available for review.

#### **II MINIMUM QUALIFICATIONS FOR APPRENTICES:**

Minimum qualifications must be clearly stated and applied in a nondiscriminatory manner

Documentation must be provided for all minimum qualifications.

Program must outline entry-level skill tasks in which the candidates will receive training and are expected to be proficient over a period of time.

#### **III CONDUCT OF PROGRAM UNDER THE DISTRICT OF COLUMBIA OFFICE OF HUMAN RIGHTS IN APPRENTICESHIP PLAN**

##### **Non-Discrimination Clause:**

The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor's Order 2002-175 (10/23/02), 49DCR 9883, the following clauses apply to this contract:

The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence, business, sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

#### **IV APPRENTICE WAGES and WAGE PROGRESSION:**

1. The apprentice shall be paid according to a progressively increasing schedule of wage based on specified percentages of the established journey-level wage consistent with skills acquired.
2. Wage progressions shall be indicated in hourly periods set by the Sponsor.
3. The entry wage will not be less than the federal or state minimum wage rate, whichever is higher.
4. The wage listed in the approved standard at all periods establishes a minimum and a higher wage may be required by other applicable federal law, state law, respective regulations, or by a collective bargaining agreement.
5. The sponsor must re-determine the established journey-level wage at least annually and submit the new established journey wage to the Director of the Apprenticeship and Training Division with a statement explaining how such determination was made and the effective date of the new average journey wage.
6. Upon notification of the new established journeyman wages, the hourly rate for apprentices will be effective immediately.

#### **V RATIO OF APPRENTICES TO JOURNEY LEVEL WORKERS:**

1. The ratio of apprentices to journey level workers should be based on DC Apprenticeship Council Rules and Regulations.

**VI TERM of APPRENTICESHIP:**

- 1 The term of apprenticeship will not be less than 2,000 hours of work experience in the apprenticeable occupation identified outlined in the standard.
- 2 The term of apprenticeship must be stated in hours unless otherwise required by a collective bargaining agreement, or other governing regulation. If a bargaining unit is a part of the project, then the bargaining unit has to agree to the terms.

**VII RELATED/SUPPLEMENTAL INSTRUCTION:**

1. In case of failure on the part of any apprentice to fulfill the related instruction obligation, the sponsor has the authority to withhold the apprentice's periodic wage advancement; or with a reasonable opportunity to remedy deficiencies, suspend, or cancel the Apprenticeship Agreement.
2. Clock hours of actual attendance by the apprentice in related/supplemental instruction classes at the community college, training trust or other approved training provider shall be documented and tracked by the Committee.
3. Related instruction activities may be conducted by a qualified instructor. Methods of related/supplemental training must consist of one or more of the following:
  - a. Community college;
  - b. In-house curriculum
  - c. Or by a DC Apprenticeship Council-approved training provider.

A minimum of 144 hours of related training shall be required during each year the apprentice is registered in the program.

Prospective bidders may contact the DC Office of Apprenticeship Information and Training for additional information and instructions:

Lewis P. Brown, Associate Director  
District Department of Employment Services  
4058 Minnesota Avenue, NE  
Suite 3900  
Washington, DC 20019  
Telephone: 202-698-5099  
Fax: 202-698-5721

**C.5.5 Customer Service**

The District places a priority on high quality customer service. The Contractor shall develop training programs and procedures which will guide employees in dealing with customers, and to address customer concerns and complaints expeditiously. The Contractor is required to

investigate and respond to all passenger complaints, whether received directly or referred by DDOT. The Contractor shall at all times treat customers with respect and courtesy and shall undertake all reasonable means to provide required and/or requested assistance. The Contractor shall develop training programs and be highly sensitive to persons needing assistance. Any such programs and procedures shall also incorporate applicable regulations and programs for assisting passengers with special needs. DDOT may, at its sole discretion, require the removal or requalification of any Contractor employee from service for failure to comply with this obligation.

DDOT places great importance upon the timely and thorough resolution of passenger complaints. The Contractor shall attach the same significance to each passenger complaint. Contractor is responsible for forwarding complaints to DDOT and for following up to investigate and resolve the complaint.

The Contractor shall forward complaints to DDOT, and to investigate and respond to complaints as requested by DDOT. Contractor employees may receive verbal or written comments/complaints. All Contractor employees shall document passenger comments/complaints using DDOT's customer comment form. All such comments/complaints shall be transmitted to the Dispatch Office or Operations Center on a daily basis.

DDOT's own customer service center receives and documents all telephone, written, e-mail, and walk-up customer comments/complaints. DDOT logs them into its passenger comment database, and forwards a daily report to the Contractor for investigation and response as needed. The Contractor is required to track complaints appearing in these reports to ensure timely resolution. This tracking function shall maintain a link to the DDOT passenger comment database. Within three working days of receiving a customer complaint, the Contractor shall provide DDOT with a response, including: findings, a resolution (e.g. specific training and/or disciplinary action, etc.), and backup documentation (i.e. vehicle operator's name/number, vehicle number, location, etc.). The findings and resolution shall account for past performance, if applicable, in addition to the facts of the particular complaint. The Contractor shall also be responsible for incorporating the findings and resolution in the customer comment database within the same three-day time frame, and DDOT shall review the resolution and advise the Contractor whether the action taken is sufficient. DDOT reserves the right to direct the Contractor to take further actions as DDOT deems necessary.

The Contractor shall operate a Lost and Found function/location for storage and recovery of lost articles.

#### **C.5.6 Marketing and Public Information**

DDOT will provide an annual marketing budget to Contractor for payment of invoices related to marketing activities. Contractor shall, at DDOT's direction, pay invoices related to marketing activities in a timely manner. Contractor shall outline the markup required or a proposed form of reimbursement, if any, to manage the marketing budget and payment of invoices.

Contractor shall be responsible for implementation including activities such as development, printing, and distribution of timetables and other marketing materials as well as promotional efforts. The Contractor shall make schedules and other materials, as required by DDOT, available on all vehicles used for the provision of the service and at all stations. The Contractor shall ensure that DDOT-generated customer information notices, newsletters, etc.

are properly distributed to passengers and posted in visible locations in each vehicle, as directed by DDOT. Expired materials shall be removed on the stated removal date.

The Contractor shall review; provide comments and recommendations on marketing activities as requested by DDOT. The Contractor shall be responsible for installation and removal of posters or decals on a monthly basis on the interior of the streetcars. The Contractor shall not affix or distribute on any streetcar or DDOT property any other advertising, political or other printed or published material, unless requested by DDOT. The Contractor shall not permit any loudspeaker, video or other device for the purpose of such advertising or other communication unless requested by DDOT.

DDOT will administer periodic passenger surveys. The Contractor shall ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution/collection of survey questionnaires and related materials.

The Contractor shall provide such streetcars and operators as DDOT may from time-to-time specify for promotional events and photographs and shall ensure that such uses do not result in any impact to scheduled service.

The Contractor shall refer all media requests to DDOT.

## **C.5.7 Safety**

### **C.5.7.1 Safety and Security Plans**

In cooperation with DDOT and local emergency response agencies, the Contractor shall develop and implement safety and security plans consistent with the System Safety and Security Plan (SSSP), in accordance with regulatory requirements and transit industry practices. These plans will address safety of passengers, employees and the public and will include occupational safety and emergency response plans and procedures. These plans will also be required to meet the Federal Transit Administration System Safety Plan requirements. DDOT has prepared a SSSP and will work with the selected Contractor to refine it during the Start-up period in preparation for revenue service.

### **C.5.7.2 Facility Safety Programs**

The Contractor shall be responsible for implementation and maintenance of facility programs within their domain including, but not limited to:

- Health and Safety
- Material Safety Data Sheets/System (MSDS)
- First Aid and CPR Training
- First Responder (on-scene incidents involving injuries, HAZMAT, fuel spills, etc.)
- Fire Bill (evacuation procedures, pull boxes and alarms, fire extinguisher locations)
- Others as mandated by regulations commensurate to the scope of their facility operation and maintenance responsibilities

All licensing, certifications, and training within these areas shall be initiated and maintained in accordance with current regulations by the Contractor.

### **C.5.7.3 Disaster Recovery Plan**

The Contractor must provide, for DDOT approval, its written disaster recovery plan to be used in the event of a fire or any other disaster. This disaster recovery plan must include at a minimum off-site storage of backup information and adequate facilities and equipment to allow resumption of essential operating functions (including data processing and revenue handling) within 24 hours of the disaster. Other required elements include but are not limited to: furnishing cell phones or other DDOT-approved communication devices for operators to maintain communications in the event radio communications system becomes inoperative, and securing the streetcars by providing a security guard or by other method approved by DDOT when the vehicles are idle, in the event the secured storage yard is off-limits. Contractor shall research procurement of required equipment and services and contacts in the plan. On at least an annual basis, the plan shall be reviewed, modified and updated as needed. Unless the disaster is the result of a willful act or negligence on the Contractor's part, DDOT will pay for reasonable extra costs associated with implementing the Disaster Recovery Plan. A general description of this program shall be submitted with the proposal with the detailed program submitted to DDOT for approval following Notice to Proceed.

#### **C.5.7.4 Substance Abuse Testing Program**

The Contractor shall implement a written Drug and Alcohol Testing program that is in compliance with Federal Regulations: 49 CFR Parts 655 and 40 regarding Federal Transit Administration requirements. A general description of this program shall be submitted with the proposal with the detailed program submitted to DDOT following Notice to Proceed. This includes having written policies describing which employees are subject to testing, what types of testing will occur, which behavior is prohibited and the consequences of violating the policy. In addition, DDOT requires that the Contractor's policies and procedures provide for the following, over and above the current FTA requirements:

- No second chance policy, except as required by law
- Notification and releases regarding medications

DDOT reserves the right to stipulate additional training requirements, including, but not limited to, retraining and re-certification.

The Contractor's Drug and Alcohol Testing Program must be project specific to the Streetcar project. Corporate-wide policies that have been found to comply with FTA regulations may be used if they are first modified to be specific to the Streetcar project. This includes identifying specific contact people, testing centers, resources, and other requirements.

- The Contractor shall secure the services of a DHHS certified Testing Laboratory, use an Evidential Breath Testing device approved by the National Highway Traffic Safety Administration (NHTSA). The Contractor's Medical Review Officer (MRO), Blood-Alcohol Technician (BAT), and Substance Abuse Professional (SAP) must all be properly certified and licensed according to 49 CFR Part 40. Prior to the beginning of this Contract, the successful Contractor shall submit copies of all required licenses and certifications for these individuals, labs, and devices to DDOT. At any time should any of the individuals or firms listed above be changed, the Contractor shall immediately notify DDOT.
- To the extent permitted by law, DDOT's Director and Chief of Staff, as well as their designees, should be documented in the Contractor's Policy to have access to test results and other documentation that the Contractor's Project Manager has access to. All

confirmed positive drug and alcohol tests will be reported to the Drug and Alcohol Program Manager.

- DDOT's own safety-sensitive employees are covered under DDOT's adopted Drug and Alcohol Testing Policy and remain in a separate testing pool.
- In accordance with 49 CFR Part 655, DDOT has obligatory oversight of the Contractor's drug and alcohol policies and procedures. Quarterly review by DDOT's Program Manager will be conducted to determine vendor compliance with 49 CFR Part 655 and 49 CFR Part 40.

## **C.5.8 Reporting and Records**

### **C.5.8.1 Required Reports**

The Contractor shall be required to submit reports as prescribed by this RFP and maintain all project records as requested by DDOT in approved formats and storage media. DDOT expects the Contractor to use data to proactively manage the Contract. Therefore, Contractor shall make extensive use of both exception and trend analysis reporting. Contractor shall submit all required report formats for DDOT approval following Notice to Proceed.

The Contractor shall permit DDOT and authorized representatives to examine, audit, and analyze all data and records related to the project. All project records prepared by the Contractor shall be owned by DDOT and retained in accordance with DDOT's record retention procedures. The Contractor shall maintain all records within the DDOT service area in compliance with DDOT's record-retention policy. In addition to hard copies, records will be made available in a PC compatible format.

### **C.5.8.2 Computer Network and Equipment**

The Contractor shall supply and maintain Contractor employees with sufficient personal computers (PCs), printers, and other peripheral equipment to perform or support all required functions under this contract.

The Contractor shall furnish and maintain software for these PCs as required and must equip each computer with the word processing, e-mail, database, and spreadsheet software in Microsoft Office 2007 or later. The Contractor will not require DDOT to incur computer-related charges for any reason without DDOT's prior written consent.

DDOT shall provide technical specifications for business systems to be acquired for this operation including run-cutting, Management Information Systems and maintenance packages. DDOT or its agent shall approve these systems before they are deployed for this project. Such systems will become the property of DDOT in the event of contract termination for any reason at any time.

### **C.5.8.3 National Transit Database (NTD) Reporting**

Contractor shall be responsible for collection of FTA Section 5335(a) data and other pertinent ridership information. In the event that the National Transit Database requirements are changed by the FTA, the Contractor is required to update data collection and reports consistent with the new requirements. Contractor shall provide all supporting documentation (on request) and prepare and submit monthly and annual National Transit Database reports to DDOT according to the following: Monthly Reports - Within 10 days of the previous month the Contractor shall complete and electronically submit to DDOT's Planning and Operations Department the following National Transit Database reporting forms.

- Transit Agency Service Module Report - Transit Agency Service including vehicle requirements by period and type of service, average daily and total monthly scheduled revenue hours and revenue miles, total monthly actual vehicle miles and actual vehicle hours (includes deadheads, special trips, excludes lost trips). Also Contractor is responsible for distribution and collection of boarding and alighting surveys on randomly selected trips to determine average passenger trip length.
- Asset Module Report - Revenue Vehicle Inventory including number of total vehicles, number of active vehicles, type of each vehicle, total lifetime mileage, annual mileage to date, ownership, funding source, manufacturer, model number, year of manufacture, year of rebuild (if pertinent), fuel type, length in feet, seating and standing capacity, wheelchair capacity, ADA accessibility status.
- Safety and Security Module Report - Transit Safety and Security Report including the DDOT-approved Accident/Incident Form for all major incidents (all transit related fatalities, accidents resulting in two or more injuries, accidents causing total property damage over \$25,000, evacuations, bus/rail collisions). Contractor shall report total number of non-major incidents and final supervisor reports (all transit related incidents resulting in one injury, total property damage between \$7,500 and \$24,999, and all transit related fires). Contractor is required to report total number of safety and security related incidents (all collisions, vehicles leaving the roadway, unclassified incidents and suicides).
- Financial Module Report - Operating Expenses Report separated by costs and summarized by function (vehicle operations, vehicle maintenance, non-vehicle maintenance and general administration) in object class. NTD definition requires reporting purchased transportation, fuels & lubricants, tires & tubes and other materials & supplies costs associated with operations.
- Annual Report - The Contractor shall assist DDOT staff in compilation and timely submission of annual report, due to FTA in October following the end of DDOT's fiscal year.
- Backup documentation justifying the data shown in the annual report regarding Transit Agency Service shall be supplied upon request. This includes all passenger mile sampling data, summary, and tabulation. Passenger Mile sampling techniques shall be approved by DDOT.

Contractor shall be responsible for calculation of annual passenger mile total and average passenger trip length calculation. Contractor shall be responsible for calculating fixed guideway and non-fixed guideway passenger miles and directional route miles (DDOT will provide fixed guideway segment details to the Contractor). Average passenger trip length calculation is derived from daily boarding and alighting surveys required in the Transit Agency Service Module Report. Backup documentation from the Contractor shall be provided immediately upon request and Contractor shall attest to its accuracy, responding to questions as necessary.

### **C.5.9 Fare System**

The Contractor shall work with the District to develop, and be responsible for, operation and maintenance of the fare system provided and installed by DDOT. Contractor shall use automated processes to query cash amounts locked inside the fareboxes upon unloading from

the vehicles and all revenues shall accrue to DDOT based on the amount queried, not the actual cash received.

**C.5.10 Start-Up Period**

The Contractor shall participate in start-up programs and activities for 12 months. A schedule of critical tasks to be accomplished or supported by the Contractor will be contained in the Start-Up Plan to be developed by the Contractor in coordination with DDOT. Offerors should outline their understanding of required activities and associated costs. Further details concerning Contractor responsibilities during the Start-Up Period are contained in Attachment A to this RFP.

**C.5.11 Coordination with District and Other Agencies**

Contractor shall work closely with DDOT and will meet at regular intervals to coordinate and review service issues.

The Contractor's General Manager and/or his authorized representative shall be responsible for supporting all intergovernmental relations efforts involving DDOT, as directed. Contractor shall, as directed by DDOT, coordinate closely with affected District, Federal, State, and private representatives on all service matters that affect the daily operation of the Streetcar service, such as road closures, inclement weather, and as they affect the operation of Streetcar service.

The Contractor shall, as directed by DDOT, attend citizen meetings to provide information concerning the transit system.

**C.5.12 Use of Subcontractors**

Offerors should describe the opportunity for DDOT to participate in the review and selection of Subcontractors. The Contractor shall provide to DDOT copies of all subcontracts entered into by the Contractor. The Contractor shall be responsible for orientation and training of all subcontractors. The Contractor shall remain solely responsible for any work for which it employs subcontractors. If DDOT is dissatisfied with the performance of any subcontractor and consultation with the Contractor does not resolve the deficiency, DDOT reserves the right to request the Contractor to terminate the subcontractor in accordance with the provisions of the Subcontractor's agreement with the Contractor.

**C.5.13 Changes to Policies and Procedures**

DDOT reserves the right to require reasonable changes to the Contractor's policies, procedures, formats, practices and reports during the tenure of this Contract. It is understood that while most, if not all, such items must be developed prior to the first day of revenue service provision, it is not possible for either DDOT or the Contractor to have clear advance knowledge and understanding of all future conditions, and the Contractor should anticipate the need to make changes and adjustments.

**SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)



## **SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

### **E.1 General**

The Contractor is required to achieve the minimum performance requirements identified in the detailed Scope of Work for the Streetcar as contained in Appendix A.

The District will monitor the performance of all aspects of the contract services by means of routine reports, direct observation of the system, planned and unannounced site visits, audits and inspection of vehicle and facilities conditions, and audits of records and Contractor data.

The Contractor shall keep required records and data, and shall submit regular reports to DDOT on the financial and operational performance of the Streetcar system. The Contractor will make additional records and data available to DDOT as required.

DDOT has the right to make periodic and frequent site inspections of equipment, facilities and vehicles used in the performance of the contract services.

### **E.2 Specific**

Specific monitoring methods and criteria for performance are included in Attachment A.



## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

The base term of the contract shall be for a period of five years from date of award specified on the cover page of the contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for three (3) five year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least eighteen (18) months before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the eighteen (18) month preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be negotiated prior to exercise of the option.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed twenty (20) years.

### **F.3 DELIVERABLES**

**F.3.1** The Contractor shall perform the activities required to successfully complete the District's requirements as outlined in Attachment A and submit each deliverable to the Contract Administrator.

**F.3.2.** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.



## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Associate Chief Financial Officer  
The District Department of Transportation (DDOT)  
2000 14<sup>th</sup> Street, N.W., 6<sup>th</sup> floor  
Washington, D. C. 20009  
Telephone: (202) 671-2301

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

The General Manager shall submit monthly invoices to DDOT within ten calendar days of the following month for services rendered during the monthly reporting period. Supporting back-up must include details for actual costs in the categories used for proposed costs. The Contractor must also provide monthly operational, ridership and fleet statistics. The monthly invoices shall be supported by back-up documentation as may be required by DDOT to establish that the amounts are allowable. Payment from DDOT shall be received approximately thirty (30) days following approval of invoice.

A detailed audit will be performed at DDOT's discretion to verify the billable hours. DDOT reserves the right to adjust payment based on the outcome of the audit. No payment will be made for hours billed in which the streetcar was not in revenue service.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee)."

### **G.6 THE QUICK PAYMENT CLAUSE**

#### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made.

Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Jerry M. Carter  
Office of Contracting and Procurement  
Address: 55 M Street, SE, 7<sup>th</sup> Floor, Washington, DC 20003  
Telephone: (202) 671-2270

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Ralph Burns  
Deputy Associate Director

Progressive Transportation Services Administration  
District Department of Transportation  
55 M Street, South East – 3<sup>rd</sup> Floor  
Washington, District of Columbia 20003  
United States of America

202-369-7940  
ralph.burns@dc.gov

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.



## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. Wage Determination No.: 2005-2103, Revision No.: 10 dated 06/15/2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence

Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
  - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
  - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
  - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
  - H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
  - H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
  - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
  - H.9.3.2** A brief description of the goods procured or the services contracted for;
  - H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

#### **H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

#### **H.10 DISTRICT RESPONSIBILITIES**

The District is responsible for policy decisions and overall management control of the Streetcar system. The District will determine the level of service and the operating hours for the system. The District is responsible to provide fixed facilities including track, traction power system, stations, and an operations and maintenance facility; the streetcar vehicles; and certain associated equipment. Specific facilities, vehicles and equipment to be provided by DDOT are identified within the Scope of Work (Attachment A and its Exhibits).

#### **H.11 CONTRACTOR RESPONSIBILITIES**

The Contractor is responsible for all day-to-day functions associated with the operation of the Streetcar, including train operation, service dispatch and management, provision of adequate number of qualified employees, training, safety, maintenance of vehicles, maintenance of facilities and systems, support for emergency response, customer service, provision of special services as required, assistance and participation in system testing and start-up activities, and administrative and recordkeeping functions. Specific facilities, vehicles and equipment to be provided by DDOT are identified within the Scope of Work (Attachment A and its Exhibits).



## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. “Computer Programs” include operating systems, assemblers, compilers,

interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided

that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$1,000,000 aggregate.
9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be

named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Jerry M. Carter  
Office of Contracting and Procurement  
Address: 55 M Street, SE, 7<sup>th</sup> Floor, Washington, DC 20003  
Telephone: (202) 671-2270

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

**ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**I.13 DDOT TITLE VI ASSURANCE**

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**I.13.1 Compliance with Regulations**

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the "Regulations"), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

### **I.13.2 Non-Discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### **I.13.3 Solicitations for Subcontractors, including Procurements of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

### **I.13.4 Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

### **I.13.5 Sanctions for Non-Compliance**

In the event of the contractor's non-compliance with non-discrimination provisions of this contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

### **I.13.6 Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the

contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination No.: 2005-2103, Revision No.: 10, dated 06/15/2010
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.9</b>	Attachment A- Scope of Services for Operation of the DC Streetcar with Exhibits A-1 through A-8
<b>J.10</b>	Becoming an Apprenticeship Sponsor



## **J.1**

**Government of the District of Columbia Standard  
Contract Provisions for Use with the Supplies and  
Services Contracts (March 2007)  
available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Solicitation  
Attachments”**



**J.2**

**U.S. Department of Labor Wage Determination  
No.: 2005-2103, Revision No.: 10, dated  
06/15/2010**



\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2103  
Revision No.: 10  
Date Of Revision: 06/15/2010

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince  
George's, St Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
King George, Loudoun, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50

12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31

15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76

23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57

27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85

31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

### **J.3**

**Office of Local Business Development Equal  
Employment Opportunity Information Report and  
Mayor's Order 85-85  
available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation  
Attachments"**



## **J.4**

Department of Employment Services First Source  
Employment Agreement available at  
[www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Solicitation  
Attachments”



## **J.5**

**Way to Work Amendment Act of 2006 - Living  
Wage Notice**



## **“THE LIVING WAGE ACT OF 2006”**

**Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)**

**Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.**

### **The requirement to pay a living wage applies to:**

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

**“Contract” means a written agreement between a recipient and the District government.**

**“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.**

**“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.**

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

**Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.**

**All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.**

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

**To file a complaint contact: Department of Employment Services**

**Office of Wage-Hour**

**64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002**

**(202) 671-1880**



## **J.6**

# **Way to Work Amendment Act of 2006 - Living Wage Fact Sheet**





## LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

**Effective January 1, 2010, the living wage rate is \$12.50 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

"Affiliated employee" means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

## **Enforcement**

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

**J.7**  
**Tax Certification Affidavit**



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Chief Financial Officer**  
**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

Date

**Authorized Agent**  
**Name of Organization/Entity**  
**Business Address (include zip code)**  
**Business Phone Number**

**Authorized Agent**  
**Principal Officer Name and Title**  
**Square and Lot Information**  
**Federal Identification Number**  
**Contract Number**  
**Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.



## **J.8**

**Cost/Price Certification and Data Package  
available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Solicitation  
Attachments”**



## **J.9**

**Attachment A- Scope of Services for Operation of  
the DC Streetcar with Exhibits A-1 through A-8**



**REQUEST FOR PROPOSALS NUMBER: DCKA-2011-R-0121  
OPERATION AND MAINTENANCE  
OF THE DC STREETCAR SYSTEM (“STREETCAR”)**

**ATTACHMENT A**

**SCOPE OF SERVICES FOR OPERATION OF  
THE DC STREETCAR**

**WITH EXHIBITS A-1 THROUGH A-8**

## **SECTION 1: INTRODUCTION**

### **1.1 Background**

Planning for the Streetcar was initiated in 2003 as the first step in developing a new form of transit service for the community.

Construction is scheduled to begin under a schedule that projects completion in the summer of 2013 and the start of operation in the fall of 2013.

Exhibits 1 through 8 present the scheduled project milestones in more detail, as well as technical information about the design specifications and characteristics of the line.

The District has determined that contract operation and maintenance is an effective and efficient means to initiate and sustain a high quality service that will complement the existing transit network and be an asset to the community.

### **1.2 Definitions**

**Contractor's General Manager:** The Contractor's principal serving as the on-site Manager and primary contact person for the Streetcar Services contract.

**Operating Rules or Rulebook:** The defined policies and procedures which define the conduct of the operation of the Streetcar, and which forms a consistent basis for passenger operations, as supplemented by specific supplemental instructions and procedures.

**OCS or Overhead Contact System:** The substations and power transmission system which carries power to the streetcars.

**OEM:** Original Equipment Manufacturer

**Operations and Maintenance Facility:** The yard and shop facility which will house the streetcars, the cleaning and maintenance functions, and the support offices and facilities

**Pre-Revenue Service:** The final phase of system testing and start-up during which scheduled service is operated in order to adjust schedules, conduct emergency exercises, and prepare for revenue operation.

**Project Manager:** DDOT's Manager of Rail Services, who serves as DDOT's principal contact and is authorized to direct the Contractor with respect to the Work covered by this Contract.

**Rail Activation Plan:** A plan covering all aspects of the Streetcar activation.

**Revenue Hours:** The number of hours a streetcar is in service, carrying fare-paying passengers.

**Revenue Service Date:** The date of operation of the line for public use.

**Start-Up Period:** The period prior to revenue service operation, during which testing, training and systems integration activities are accomplished.

**Streetcar Operator or Operator:** Qualified Contractor staff who operate the streetcars.

**Supplier or Vendor:** The manufacturer or vendor of one or more components, parts, vehicles, and/or facilities of the Streetcar project.

**Support Equipment:** The contractor-provided equipment, tools, machines, inventory, and consumable materials necessary to maintain the streetcars, track, OCS, substations and the storage and maintenance facility.

**System Safety and Security Program Plan (SSSPP):** A plan documenting the safety and security practices, procedures and training that DDOT has adopted for maintaining the system safety of the Streetcar service.

## **SECTION 2: CONTRACTOR RESPONSIBILITIES**

### **2.1 Management Organization and Staffing**

#### **2.1.1 Operations Supervision**

The Contractor will be responsible for all Line Dispatching and Supervision functions. These responsibilities include, but are not limited to:

- Provision of a sufficient number of qualified supervisory personnel
- Development of Operations Center procedures governing functions, staff, and security
- Adherence to the streetcar operating schedule
- Communication with Operators, Supervisors, and other field staff
- Operational control of the entire line to ensure safe operation
- Recovery from delays to bring the line back to schedule and implementation of other service restoration techniques
- Coordination with the Right of Way Maintenance, Station Maintenance, and Security contractors and/or key staff

The Contractor will provide appropriate supervisory personnel to ensure that there are a sufficient number of qualified personnel available during revenue service hours. Designation of the on-site individual(s) responsible for this function must be provided to DDOT. The Contractor is expected to hire, train, qualify and provide all supervisory personnel.

The Operations Center located at the operations and maintenance facility will serve as the central location for service management and communications.

Initial staffing levels will be finalized during the start-up period. Contractor will coordinate closely with DDOT to understand the projected system expansion schedule and requirements for additional operations and maintenance training and staffing.

#### **2.1.2 Personnel Policies**

The Contractor shall provide all labor, administrative, professional and supervisory personnel required to provide the contract services. All employees of the Contractor shall be under its sole direction and not employees or agents of DDOT. The Contractor shall supply competent and capable employees. DDOT may require the Contractor to remove an employee DDOT deems careless, incompetent, insubordinate, unsafe, or otherwise objectionable and whose continued employment on DDOT's property is not in the best interest of DDOT.

Upon request of DDOT, the Contractor shall grant DDOT access to and copies of the records of any employee of either the Contractor or any subcontractors. Such records must include, but are not limited to, timekeeping, to drug and alcohol testing, efficiency testing, competency tests, qualifications, training, certification, motor vehicle operator license records and criminal records that directly relate to performance of the contract. Any information received by DDOT pursuant to this subsection shall be accorded the confidentiality required by law.

The Contractor must provide uniforms and appropriate safety protection equipment for employees. The Contractor shall provide, administer and maintain programs necessary to carry out human resources/employee relations functions as defined in the RFP.

### **2.1.3 Key Personnel**

The core group of managers are considered to be Key Personnel whose functions are essential to the operation of the contract services. These positions include the General Manager for the Streetcar, the Operations Manager, the Maintenance Manager, the Safety and Training Manager/Supervisor, and the senior supervisor or Operations Center manager.

The Contractor shall make all reasonable efforts to retain the individuals in these key positions. Initial appointment to these positions is subject to approval by DDOT. The Contractor must notify DDOT of any unplanned or extended absences or vacancies in these positions and must find qualified replacements as soon as practicable.

## **2.2 Operations**

The Contractor will be directly responsible for all streetcar operations during revenue service on the streetcar line. These responsibilities include but are not limited to the following:

- Provision of a sufficient number of qualified Operators
- Operation of rail vehicles
- Adherence to the schedule and vehicle assignments
- Provision of courteous customer service to passengers
- Performance of maintenance and pre-trip vehicle inspections
- Reporting of any problems or unusual conditions
- Maintenance of way functions
- All other functions related to streetcar operations

These functions will be carried out on a daily basis as part of the base revenue service. The Contractor is responsible to ensure that streetcars operate safely and on-time and to provide qualified and trained personnel to operate the line. The Contractor is required to hire, train, and supervise all personnel necessary for operation of the DC Streetcar. The Contractor will provide appropriate supervisory personnel who will ensure that Operators adhere to all applicable operating rules and regulations.

### **2.2.1 Operating Rulebook; Standard Operating Procedures**

The Contractor will operate rail service according to the operating rules and procedures established for the line. The safe and efficient operation of the line requires SOPs to ensure that critical tasks are carried out in a predictable, consistent and uniform manner. The SOPs must be clear, easily understood and published in a convenient form.

They are subject to periodic updating to reflect changes in the line or in procedure, and are subject to DDOT approval before being issued or updated.

The following are examples of the kinds of actions that require Standard Operating Procedures:

- Reporting on and off duty
- Dress and appearance standards

- Receiving, acknowledging and passing on critical work instructions
- Requirements to have certain manuals and equipment while on duty
- Public Address (PA) system announcements (list and texts)
- Procedures for communicating with riders and operations center
- Procedures for coordinating with Security personnel
- Procedures for communicating with emergency response personnel
- Vehicle Operator's and Maintainer's Inspection Checklist & Procedure
- Procedures for emergency scenarios
- Trouble-Shooting Procedures for responding to vehicle problems
- Procedures for opening and closing passenger loading doors
- Service interruption scenario recovery procedures
- ADA-related service requirements
- Collection of fares and fare data and delivery to designated locations
- Other SOPs as the Contractor may determine necessary

### **2.2.2 Operator Availability**

The Contractor must provide sufficient available personnel to ensure the reliable operation of service, including when regularly scheduled staff members are unavailable due to vacation, holidays, sick time, and other reasons. The Contractor must also be able to ensure the reliable operation of train service for special event service as requested by DDOT and/or for additional scheduled service options as requested by DDOT.

### **2.2.1 Communications**

Contractor is responsible to provide and maintain a system of operational communications to permit oral communications between train operators and the Operations Center. The system must include two-way radio capability using hand-held radios, in addition to the on-board train radios. The Contractor shall provide, install and maintain the radio communications equipment. Contractor is also responsible to contract for the provision of NextBus services and ensure provision of on-time travel information is provided to customers.

## **2.3 Maintenance of Way**

### **2.3.1 Maintenance of Track and Stations**

The Contractor will be responsible for maintenance of track and its associated components, including track inspection and routine repairs. The Contractor's track maintenance plan must describe the intervals and procedures for inspection of track and track components such as switches, signals, track cleaning, tree trimming, maintenance of stations, trash removal, snow removal and graffiti removal. The Contractor is required to notify the responsible party when stations are not in a safe and clean condition.

The following general preventive maintenance requirements for track and stations are provided for bidding purposes only. Offerors should describe recommended alternatives to the following activities and frequencies:

*Daily:*

- Each station platform must be visually assessed throughout the day by streetcar operators who will look for garbage and trash on the platform, broken handrails or guide rails, burned- out lights and other safety concerns, and will report these issues to the operations center for immediate action.
- Trash removal (daily, or as necessary)

*Weekly track maintenance:*

- Walk the track looking for flat spots in the rail (caused by car wheel spin), broken track, and other damage.
- Lubricate sliding surfaces of track switches.
- Manually operate all track switches to assure free movement.
- Inspect switch points for breakage and correct gap. Use point gap tool only.
- Track switches equipped with power switch and lock machines should be cycled through the movement several times to assure proper operation.
- The track flangeway should be inspected for accumulation of sand and grit. A leaf blower, used regularly, will aide in keeping the flangeway clean. This is generally a weekly task, but frequency must be adjusted to account for changes that occur by season (i.e.: gravel on streets in winter, excessive leaves in the fall).

*Monthly:*

- Repaint safety walking-lane stripes when required (not necessarily each month).
- Check all station and other signage and replace when required.
- Regularly check track drains for obstructions.

*Special Conditions and Requirements:*

- Replace switch points as required.
- Repair flat spots in rail by welding and grinding.
- Snow removal as required
- Tree trimming as required
- Graffiti removal as required

*Annual Major Maintenance:*

- Schedule a once per year weekend outage (one or two days), for major track maintenance if required.

### **2.3.2 Maintenance of Power System**

The Power System consists of DC Substations and the Overhead Contact System (OCS).

The following is a typical substation preventive maintenance plan presented for bidding purposes only. The actual preventive maintenance plan will be specified by the substation manufacturer,

and detailed maintenance plans and procedures will be developed by the Contractor, based on manufacturer's recommendations.

*Monthly:*

- Clean and inspect the substation building, including exterior lighting.
- Perform operational test of annunciators.
- Clean and inspect battery rack in each substation.

*Quarterly:*

- Check voltage of battery rack and individual cells.
- Perform functional test of protective devices.

*Semi-annually:*

- Clean, inspect, test, and lubricate feeder breakers.
- Clean and inspect rectifier module.
- Clean and inspect rectifier and auxiliary power transformers.
- Check battery rack connections
- Clean, inspect, and lubricate cubicle hardware.

The Contractor is responsible for preventive and corrective maintenance of the Overhead Contact System and its associated equipment and components. This includes periodic inspection of the system for proper wire alignment and tension, wear, and the condition of brackets, arms and other hardware, and the performance of repairs as required.

**Overhead Contact System (OCS) Preventative Maintenance Requirements**

The following is a typical preventive maintenance plan presented for bidding purposes only. The actual preventive maintenance plan will be specified by the component manufacturer.

*After the first 3 months only:*

- Trim wire length to adjust for elongation of the wire under tension. The height of the balance weights need to be verified at the ambient temperature.
- Adjust cantilever along-track displacement and steady arm positions after wire adjustments.
- Inspect jumper connections.

*Monthly:*

- Inspect all OCS components from the ground using binoculars where necessary. Note any evidence of arcing on section insulators and arc horns on the disconnect switches.
- Inspect all disconnect switches and locks.

*Semi-annually:*

- Inspect all wiring and components closely using a bucket truck or similar equipment. Note any areas of excessive wear.
- Verify insulation using a megger on each line section.
- Check section insulators for mechanical or electrical damage.
- Check all wiring terminations.
- Verify proper height of balance weights.
- Clean, inspect, and lubricate disconnect switches.

*Annually:*

- Measure height and stagger of supports and in mid-span for compliance to as-built records.
- Check adjustment of out-of-running wires at overlaps and cross-overs.
- Check integrity of all ground connections.

### **2.3.3 System Communications**

DDOT is responsible for maintenance and repair of the traffic signal system along the streetcar alignment. The Contractor is responsible for maintenance of the installed Train to Wayside Communication system (TWC), the public address and variable message systems, on-board and hand-held radios, cellular telephone communications equipment, Next Bus reader boards and any other necessary communications equipment. The Contractor is responsible maintenance of NextBus services and ensure provision of on-time travel information is provided to customers. The Contractor is also responsible to provide operator to supervisor radio communications, maintain and manage the Next Bus system (DDOT installed) and Next Bus contract and billing.

### **2.4 Fare Collection**

DDOT has not selected the final equipment to be used, but intends to purchase the equipment which the Contractor will then maintain.

### **2.5 Safety**

The safety of passengers, employees, and the general public is a primary goal of DDOT. As such, DDOT has adopted and implemented safety programs, procedures, and initiatives to enhance safety and reduce the risk of accidents and hazardous conditions. The Contractor is expected to become knowledgeable of these policies and programs, to participate in updates and audits, and to adopt those which are applicable to its operations. This includes the DDOT System Safety and Security Program Plan, the System Safety Review Committee (SSRC), the State Safety Oversight Program and related elements. The Contractor will work closely with DDOT and its Construction Manager to provide all documents and records necessary for DDOT to obtain Safety Certification of the Streetcar line, a necessary precondition to revenue service operation.

The Contractor has sole responsibility for ensuring compliance with all safety regulations which may govern its operations.

The Contractor will establish appropriate substance abuse testing programs for all safety sensitive employees involved in streetcar services, as described in the RFP.

## **2.6 Security**

Coordination with District Police, National Park Police, and representatives of the military facilities adjacent to the line will be involved in the development of security plans for the line.

Streetcar operators during their normal runs will routinely observe and report any unusual conditions, incidents and security concerns to the Operations Center. Operations supervisors will travel on the streetcar line as part of their regular duties and will observe and report unusual conditions to the Operations Center.

It is anticipated that cooperative agreements will be in place prior to the service date, to supplement staff activities with security assistance from WMATA at Metro stations adjacent to the line, and from District Police along the line.

Security at the Operations and Maintenance facility is the responsibility of the Contractor. The Contractor must implement adequate security measures to secure District assets, including a system of access control.

## **2.7 Emergency Response**

The safety and security of riders, employees and the public is the highest priority in the Streetcar operation. The Contractor will develop and implement emergency procedures subject to the approval of DDOT and will train all personnel on effective emergency response.

The Contractor is responsible for immediate response in all operational emergencies, including power outages, derailment, collision, or any condition that blocks or delays service.

The Contractor will coordinate on a regular basis with emergency services and will conduct periodic emergency drills.

## **2.8 Personnel and Training**

The Contractor is required to implement personnel policies and hiring and training programs subject to approval by DDOT. These requirements are further detailed in the RFP.

In addition to training programs leading up to initial operation, the Contractor will implement ongoing training and certification programs for current and new employees. Train operators must undergo annual testing and re-certification.

The Contractor will also conduct track safety orientations for its subcontractors and for any contractors or public agency personnel working on or in proximity to the right of way.

## **2.9 Customer Service and Information**

The Contractor is required to support DDOT's information and customer service programs and Contractor's personnel are required to provide courteous and helpful service to riders and the public.

## **2.10 Vehicle Maintenance**

### **2.10.1 Maintenance Facility**

The Contractor will utilize DDOT's maintenance facility for cleaning, servicing and maintenance of the streetcar vehicles and will maintain the facility and its equipment. The Contractor will provide its own office space and support services/facilities until the Operations and Maintenance Facility is available for beneficial occupancy. The Contractor shall be familiar with the plans and shall develop maintenance programs and procedures to fit the facility. The Contractor will have the use of DDOT installed shop equipment, which must be utilized in accordance with manufacturer's instructions and may not be modified without approval. The Contractor and/or its employees are responsible to provide hand tools.

Facilities Maintenance functions will be based at the maintenance facility, including track maintenance, power system maintenance, station and building maintenance, and communications maintenance unless portions of this work is subcontracted.

### **2.10.2 Maintenance of Streetcars**

The Contractor shall provide the necessary resources, including materials and labor, to execute all tasks required to service, inspect and maintain DDOT's fleet of streetcars. The Contractor will develop a comprehensive preventive maintenance, inspection and cleaning program. This program will integrate a component-level Life Cycle Maintenance (LCM) concept, inspection requirements, OEM maintenance and cleaning standards, and will be appropriately designed and maintained for the DDOT fleet.

The LCM concept seeks to maximize the availability and functionality of the fleet through a regular-interval program of planned maintenance events occurring over the useful life of each vehicle. A set of service intervals are established and a defined set of inspection and maintenance activities is programmed for each interval. The goal of this philosophy is to prevent in-service failures through identification of milestones in a component's life where inspection, servicing and/or replacement are critical to maintain 100% reliability of the component and its system. The Contractor shall develop the LCM Program using industry standards and maintenance practices appropriate for application to DDOT's streetcar fleet.

The Contractor shall be responsible for performing all corrective maintenance, defined as any maintenance required as a result of a failure or defect of a component or system in advance of scheduled replacement of the item. Corrective maintenance shall be performed in a timely manner to ensure fleet availability.

The Contractor shall maintain and update maintenance procedures and manuals. Within sixty (60) days after the Notice to Proceed, the Contractor shall submit for approval a preliminary Rail Vehicle Maintenance Plan, which describes the Contractor's proposed plan of maintaining the streetcars. The preliminary plan shall address, at a minimum, proposed staffing (including work shifts and coverage levels by shift daily), operation, maintenance, safety, and regulatory requirements. The Contractor is required to provide the levels of staffing and resources identified in their maintenance services proposal unless otherwise approved by DDOT.

### **2.10.1 Support Equipment**

The Contractor is responsible for the maintenance of all fixed and portable support equipment, including test equipment, required to perform the work described within this RFP. The list of Support Equipment shall be developed and updated throughout the life of the Contract. The Contractor is required to prepare and implement a Support Equipment Maintenance Plan for mechanical and electrical equipment.

A preliminary list of fixed equipment provided as part of the Operations and Maintenance Facility is provided in Exhibit A-6.

### **2.10.2 Stores and Inventory Management**

The Contractor will order and supply the necessary spare parts for the streetcars and other facilities and equipment, that are not provided by Project suppliers.

The Contractor will set up and operate the storeroom(s) at the Operations and Maintenance Facility. The Contractor is required to procure, store and issue the support inventory necessary for the provision of contract services. It is the Contractor's responsibility to manage the inventory and replenish as required, including timely procurement of long-lead-time items.

The Contractor is required to control and secure the inventory and to provide appropriate tracking and ordering systems that are integrated with the Contractor's maintenance management systems.

## **SECTION 3: START-UP PERIOD**

### **3.1 Start-Up Activities**

The Contractor will support the many tasks and activities that are prerequisites for the start of operation on the line. These include vehicle acceptance testing, systems testing and related coordination activities that must be completed prior to the commencement of revenue service. In coordination with DDOT, the Contractor shall prepare a Start-up Plan that identifies all its functions necessary to activate the service. The Start-Up Plan will be utilized as a component of the project's overall Rail Activation Plan (RAP).

The Contractor must identify in detail all required and proposed Start-up tasks and an activity schedule. Offerors should describe their approach to the following activities as well as any recommended alternatives:

- 1) Development of employee training plans and programs to complement initial training provided by project suppliers
- 2) Development of employment related documents, including selection criteria, qualifications, and other factors
- 3) Selection of vehicle maintenance, train operations, and other required personnel to support the project schedule.
- 4) Selection of management and administrative personnel as appropriate and approved by DDOT.
- 5) Training of personnel and development of a data management system.
- 6) Development of Rules, Standard Operating Procedures, Emergency Operating Procedures, and other required manuals and procedures.
- 7) Occupancy of the Operations and Maintenance Facility
- 8) Other tasks as identified within this RFP
- 9) Other tasks as deemed necessary by the Contractor in order to initiate initial vehicle testing and maintenance, and ultimately revenue operations, including participation in integrated systems testing and control of track access under protocols to be established with DDOT.

During the start-up phase of the system, one or more of the Contractors' staff may be required to travel to the car builder's facility to be trained on vehicle operations and maintenance. The budget for travel and lodging for training should be outlined in the Contractor's proposal.

### **3.2 Interface with System Construction and Testing**

The Contractor will initially mobilize a small core staff to support Vehicle Acceptance Testing operations and post-acceptance vehicle maintenance activities. The Contractor will work with the car builder's commissioning staff to operate and test the vehicles and participate in training classes to gain knowledge about the vehicles and recommended maintenance practices and standards.

Subsequent to this initial activity, the Contractor will be required to interface with and support a wide variety of system testing and construction acceptance activities, and to prepare for operation of revenue service.

Many construction acceptance, system testing, and systems integration-related activities will occur concurrently within the Start-up period. The Contractor will work closely with DDOT staff during the system testing and integration phases of the project.

A listing of the main systems testing and integration activities includes but is not limited to:

- Participate in frequent coordination meetings to manage track access
- Testing of traffic signal equipment, including integration tests
- Testing of mainline/yard tracks or other facilities
- Operating Rules and Procedures development
- Vehicle acceptance and performance testing
- Training of other personnel
- Testing necessary to support Safety Certification activities
- Pre-revenue service testing, including periodic drills, displays, and group arrangements.

The Contractor is responsible for maintaining all logs, records, and reports which relate to the above listed items during the testing phase. These will be provided promptly to DDOT upon request.

It is vital for the Contractor to supply qualified personnel and complete its other key tasks in accordance with the project schedule, in order to provide timely support for the critical test and commissioning activities.

## **SECTION 4: REPORTING**

### **4.1 Reports and Records**

The Contractor shall maintain complete and accurate records of all operations including train operations, dispatching, vehicle and shop equipment maintenance and other activities. The Contractor also shall maintain complete and accurate accounting records, including source documentation, of all expenses and revenues in connection with the services. All such records shall be prepared in accordance with Generally Accepted Accounting Principles and retained in accordance with DDOT policy.

### **4.2 Required Reports**

The Contractor must supply the following reports to DDOT after Notice to Proceed. DDOT recognizes that some sections of these Reports may not be applicable during the Start-up phase of the contract services. The format of these reports shall be developed by the Contractor and subject to the review and approval of DDOT.

#### Immediate Reports

- Loss of life, injuries, major disruption of service and major damage
- Operating rule violations, drug/alcohol test failures
- Major vandalism, security, or other illegal activity
- Safety-related conditions including sprinkler outage at maintenance facility
- Any order imposed by a competent regulatory authority.

#### Daily Reports (due by 8 AM)

- Report on previous day's operations, including equipment availability, on-time performance, delays, ridership counts
- Accident and incident reports including power/OCS events
- Any security incidents

#### Monthly Reports (due within 10 days of the end of the month, See Exhibit A-4 Benchmarks for Reliability)

- Summary of ridership
- Summary of on-time performance
- Train hour and car mile report (including revenue and deadhead miles.)
- Employee safety report (detail on injury, lost time, damage to equipment)
- Rail vehicle scheduled vs. actual maintenance, including MDBF statistics
- Planned major vehicle maintenance work
- Hazardous material disposal summary

**Annual Report of Activities During the Previous Fiscal Year (due 60 days after end of fiscal year):**

- Financial and operations statistics, ridership including passenger miles.
- Issues requiring action and recommendations
- Annual on-time performance reports for pre-revenue/revenue service
- Summary of all injury reports (passenger and employee)
- Summary of all operational incidents and/or vehicle failures which resulted in significant service delays or train annulments.
- Summary of vehicle (routine and non-routine) maintenance, including MDBF
- Budget versus actual financial performance
- Other Reports and Plan Updates as required

**4.3 Reports to External Agencies**

As detailed in the RFP, the Contractor will be required to develop and maintain reports which may be required by regulatory or administrative agencies external to DDOT. While some reports will be required on a regular and on-going basis, others will be required on an “as-needed” basis. DDOT will work with the Contractor to help meet the ongoing reporting requirements.

## SECTION 5: PERFORMANCE STANDARDS PROGRAM

### 5.1 Philosophy and Goals

The District desires to institute and maintain an excellent level of performance and quality of service. To that end, the District has established Performance Standards for the Streetcar. Exceeding the standards allows the Contractor the opportunity to earn incentive payments, while falling short of the standards represents a deduction from the normal payment amount.

### 5.2 Calculation of Incentives/Disincentives

DDOT will, in conjunction with the Contractor, develop a set of Performance Scorecards prior to the beginning of revenue service for each of the below categories. The final decision on the exact standards and specifications of the scorecards will be DDOT's. At the beginning of each month, DDOT will inform the contractor which three scorecards will be in effect for that month. The scorecard in effect may change from month to month in order to encourage the contractor to focus on certain areas of operation; therefore the contractor must maintain records for all scorecards each and every month though they will not be scored in every area monthly.

At the end of each month, the Contractor will deliver the scorecard with relevant performance measures shown. DDOT will assess a performance grade between zero (0) and four (4) for each scorecard and the three scores will be averaged, and rounded to the nearest tenth point. Incentives and disincentives will be assessed monthly using the following criteria.

Scorecard Grade Points	Average of Three Scorecard Grades	Incentive/Disincentive Amount
"A" = 4.0	3.5 to 4.0	Add \$10,000 per month
"B" = 3.0	2.5 to 3.4	Add \$5,000 per month
"C" = 2.0	1.5 to 2.4	No adjustment
"D" = 1.0	0.5 to 1.4	Subtract \$5,000 per month
"F" = 0.0	0 to 0.4	Subtract \$10,000 per month

The contractor is required to submit their three performance scorecards in the specified areas monthly. Average performance (equivalent to a "C" grade) will receive no incentive or disincentive adjustment. Grades of "A" or "F" will require significant documentation on behalf of the contractor to either prove the exceptional performance (in the case of "A" grade) or explain the reasons for the poor performance and present strategies on how improvement will be achieved in future months (in the case of an "F" grade). Grades of "B" or "D" will require similar documentation but to a lesser degree than "A" or "F".

## **5.3 Performance Standards**

### **5.3.1 On-time Performance**

Vehicles shall operate on time in accordance with established schedules. 'On time' is defined as departing the origin terminal no earlier than the scheduled time and no later than 3 minutes after the scheduled departure time and arriving at the destination terminal no later than 3 minutes after the scheduled arrival time. A trip is considered late if either the arrival or departure, or both, occurs beyond these bounds.

The minimum standard for on-time performance is 95%. This percentage shall be determined on a monthly basis as the actual number of trips meeting the on-time performance standard divided by the total number of scheduled trips. Performance varying from this requirement shall be graded on one of the monthly scorecards. For the first three months of revenue service on Streetcar, on-time performance will not be scored as it may take a period of time for the Contractor to adjust to operating the new system.

The Contractor shall maintain daily records of on-time performance and prepare monthly reports showing these calculations. Circumstances for which schedule adherence is beyond the Contractor's control, such as road/track blockages, accidents, etc., shall be noted, and those trips removed from the calculation.

### **5.3.2 Missed or Incomplete Trips**

All scheduled trips shall be operated.

The minimum standard for scheduled trips operated is 98%. This percentage shall be determined on a monthly basis as the actual number of trips completed divided by the total number of trips scheduled. Performance varying from this requirement shall be graded on one of the monthly scorecards. The Contractor shall maintain daily records of missed or incomplete trips and prepare monthly reports showing these calculations. Circumstances for which missed or incomplete trips are beyond the Contractor's control, such as road/track blockages, accidents, etc., shall be noted, and those trips removed from the calculation.

### **5.3.3 Vehicles**

The Contractor shall maintain the streetcars at all times in safe working order and in a clean and presentable condition, and shall maintain required standards for the proper functioning of the lighting, heating, air conditioning, information signs, and the public address system. The Contractor shall maintain the interior and exterior cleanliness of streetcars at all times. All graffiti will be removed from the exterior and interior of vehicles immediately or as soon as practical, but no later than the start of the next service day.

Specific standards will be established for:

- Interior and exterior cleanliness
- Maintenance
- Mean Distance Between Failures (MDBF)

### **5.3.4 Stations**

Contractor shall notify DDOT when stations and passenger areas are not in a safe and clean condition, required standards for lighting are not met, or information signs are not clean or maintained.

### **5.3.5 Power System**

The Contractor shall maintain track and traction power systems according to DDOT requirements and industry standards, and shall respond expeditiously to traction power outages to minimize delays to streetcars.

### **5.3.6 Maintenance Facility**

Standards will be applied for maintenance operations, including accidents and lost time for maintenance employees.

## **SECTION 6: END OF CONTRACT**

### **6.1 Transition Requirements**

At the end of the contract period, if the services of the Contractor are not continued by DDOT, the Contractor is required to facilitate an orderly transition to the new contractor or DDOT staff. This responsibility includes vacating all facilities at the designated date and time; leaving all rolling stock, facilities and equipment occupied or used by the Contractor in a state of good repair; and ensuring that all records are up to date and available to DDOT.

The Contractor is required to work with the new contractor to facilitate transition of its existing personnel assigned to the Streetcar to a new contractor (new employer).

The Contractor selected as a result of this procurement shall cooperate with DDOT to effect a smooth transition to any successor contractor at the expiration of this Contract. Requirements include, but are not limited to, those listed below.

#### **6.1.1 Access**

The Contractor shall provide DDOT and any new service provider reasonable access to the operating facility and the revenue vehicles. Contractor shall ensure that adequate insurance is provided by the incoming contractor and that inspection and testing of vehicles does not prevent operation of contractually-required service.

#### **6.1.2 Data and Documents**

The Contractor shall provide DDOT all records associated with the Contract including all maintenance documentation. The Contractor shall share (to the extent permitted by law) with the new service provider wage, benefit, employee records and other relevant information relating to any Contractor employees who at any time engaged in providing the DDOT services. The Contractor shall provide DDOT and the new service provider copies of all leases, permits, licenses, and other relevant documents, including any service information and promotional material. The Contractor shall provide DDOT with all documents pertaining to Drug and Alcohol requirements. At the expiration of this Contract, the Contractor shall furnish all records associated with the DDOT Contract to DDOT for DDOT's retention in accordance with DDOT records retention policy.

### **6.2 Turnover of Assets**

The Contractor shall return to DDOT all DDOT vehicles in sound mechanical and operating condition less normal wear and tear, in accordance with the standards of the Contract. The condition of the DDOT vehicles shall be determined by fleet inspections conducted by an independent maintenance auditor selected by DDOT. The first of these inspections (hereinafter referred to as the "initial inspection") shall be performed by DDOT's auditor approximately three (3) months prior to the expiration of the Contract. A second inspection (hereinafter referred to as the "final inspection") shall be performed by DDOT's auditor on or around the expiration date of the Contract. The two (2) inspections shall be employed as described in the next pair of subsections.

### **6.2.1 Vehicle Turnover Inspection**

The analysis of findings for turnover inspections will discern which, if any, of the defects or deficiencies cited can be considered “normal wear and tear.” In those instances when a defect or deficiency cited is a “border line” call, the auditor will be charged with proposing a fair and equitable solution. The auditor will be the sole arbiter in decisions relating to accountability for deferred maintenance and the auditor’s decisions will be binding. Auditor-provided information will include:

- a. Copies of the inspection procedures for each make and model vehicle, including blank copies of the approved checklist.
- b. Copies of the completed reports for each vehicle inspected showing which items passed, which failed, and which were borderline, with accompanying explanatory notes. Forms will be divided into functional categories including all systems and structures on the vehicle as well as operating tests, maintenance records and fluid samples.
- c. Summarized list of defects found on each vehicle inspected, listed by functional category
- d. A summary of the findings itemizing the common and recurring defects listed by the above functional categories, by vehicle model and year of manufacture.
- e. The number of vehicles that share the same defect.
- f. Defects will be rank-ordered from the most extensive to the least extensive and prioritized by recommended repair urgency. The analysis will also include discussion of the severity or detrimental impact that these defects pose in terms of safety, comfort and convenience, structural integrity, life expectancy of the engine, transmission or other major components and subsystems including fuel economy or other associated repair costs.
- g. Repair cost estimates for each vehicle, broken down by parts cost, labor hours, labor rates, and total estimated repair cost. These estimates will be used to facilitate a clean handoff from the incumbent maintenance contractor to the successor Contractor whereby the incoming operator assumes full responsibility for maintenance and repair of all vehicles as at the time the fleet is transitioned.
- h. As part of the final inspection, digital photos will be taken of all body and interior damage for easy review, corrective actions, and historical record.

The Contractor at its sole cost and expense shall perform repairs identified in the initial inspection, or the Contractor shall, with DDOT concurrence, pay to DDOT the sums set forth in the inspection report for such repairs. The Contractor shall notify DDOT within 30 days of the date it receives the auditor’s report whether it intends to complete the repair work itself or whether it intends to pay DDOT for the cost of said work. In the event the Contractor elects to do the work itself, the Contractor shall, within five (5) days of such election, post a letter of credit or other security acceptable to DDOT in an amount equal to the estimated repair costs, to be payable to DDOT if the repairs are not completed by the conclusion of the Contract. In the event the Contractor elects to pay DDOT for the cost of the repairs, the Contractor shall do so in full within five (5) days of such election.

## **6.2.2 Final Inspection**

The parties together with the auditor shall conduct a final inspection of DDOT vehicles on or about the date the Contract expires to determine that the repair work required to be performed pursuant to the initial inspection report is in fact complete and to identify any additional repairs needed to be made that arose or were otherwise identified since the initial inspection was completed. If the Contractor elects to complete the repair work itself and any repair work remains incomplete as of the date the DDOT vehicles are returned to DDOT, then the Contractor shall pay to DDOT on that date an amount equal to the cost of the remaining repair work as determined by the auditor or DDOT shall use the security posted by the Contractor. Contractor shall also be responsible for any vehicle lease costs incurred by the incoming Contractor in the event that repairs cannot be made within the specified 60 day timeframe while maintaining required service levels.

Provided the Contractor either posts security acceptable to DDOT or pays to DDOT any payments required to complete the repair work as stated in this subparagraph, DDOT shall not withhold or deduct any sums otherwise due to the Contractor pursuant to the invoices rendered by it for services completed up to and including the date the Contract terminates, and all such invoices shall be paid in accordance with the Contract.

**LIST OF EXHIBITS**

- Exhibit A-1: Operations and Maintenance Plan
- Exhibit A-2: Description of Streetcar Vehicles
- Exhibit A-3: Station Locations and Platform Layout
- Exhibit A-4: Benchmarks for Reliability
- Exhibit A-5: Traction Power System Summary & Schematic Drawings
- Exhibit A-6: Operations and Maintenance Facility and Permanent Equipment Specifications
- Exhibit A-7: List of Special Tools Provided for O&M Facility
- Exhibit A-8: Lists of Spare Parts Provided

**END OF ATTACHMENT A – SCOPE OF SERVICES FOR DC STREETCAR**





## Exhibit A-1 DC Streetcar Operation and Maintenance Plan (DRAFT)

### System

DDOT has developed a vision for a 37-mile streetcar system and has begun construction on two segments. Phase one of the Streetcar system will include over 20 miles of track, including four lines proposed to be built by 2018. The first segment of the DC Streetcar System to open will be the H St/Benning Rd streetcar route from Union Station to Oklahoma Avenue (See Figure 1). For the H St/Benning Rd route, the streetcar will travel a 2.02 mile route on H Street and Benning Rd in both east and west directions.



Figure 1- H St/Benning Rd

### Stations

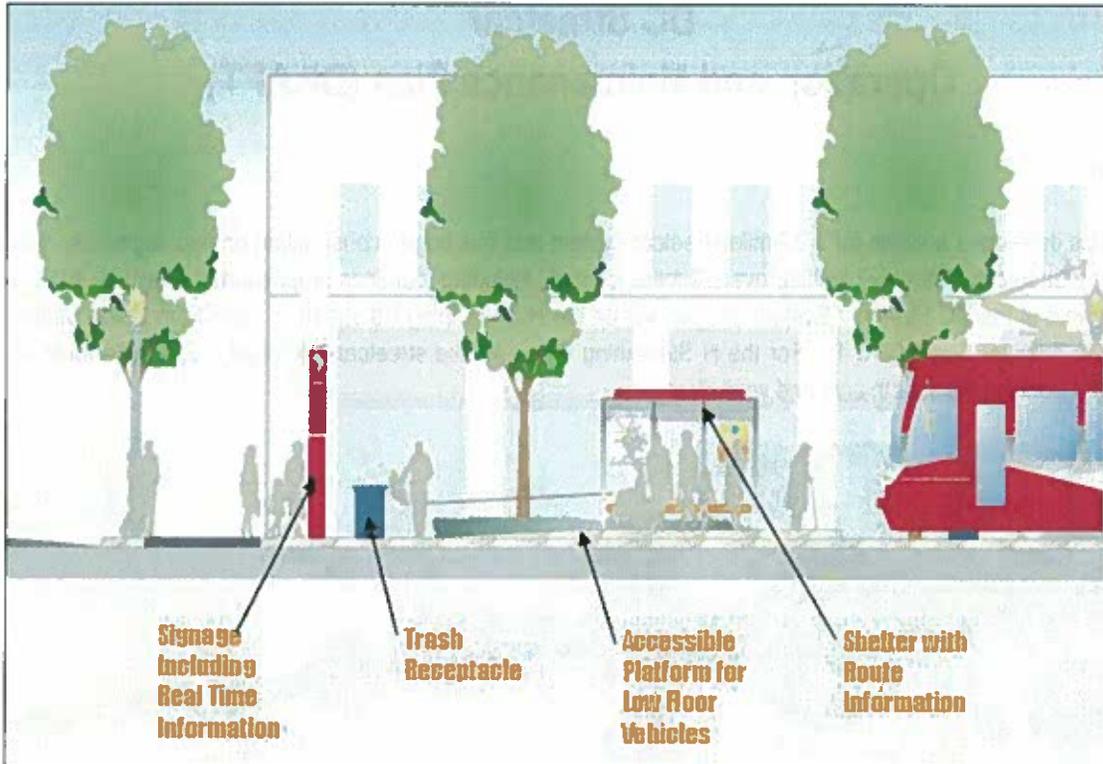
Stations (stops) utilize raised boarding platforms. From an average curb and sidewalk height of 8 inches above the street, the streetcar boarding platform will have wheelchair-accessible ramps to a level of approximately 14 inches above the street. The streetcar is of a “low floor” design and includes an automatic leveling system to maintain the floor at the same level as the platform. Thus, passengers in wheelchairs can roll directly onto the streetcar.

Although each station is designed to fit the unique characteristics of the stop location, all stations include a small shelter, informational signage, trash receptacles, and a feature called “Next Bus”, a GPS controlled system that tracks the movement of each streetcar. A solar powered display board within the shelter at each station will inform passengers of the arrival time for the next streetcar.

Stations also include lighting, crosswalk signals where appropriate and various physical markings to guide users to safe passage areas. There are 7 designated streetcar stops along the route to receive and discharge passengers. Stations will be ramped to a raised curb from which convenient wheelchair access will be provided to the low-floor



section of the vehicle across a bridge-plate at one of the three doors on each side of the vehicle. The other two doors will have step access.



**Figure 2- Typical Station Features**

Stations are located at intervals of approximately 1,500 to 2,000 feet to provide ready access to many downtown origins and destinations. Stops on the H St/Benning Rd segment are located at:

- Union Station at 1<sup>st</sup> St NE (segment terminus)
- 4<sup>th</sup> St NE
- 8<sup>th</sup> St NE
- 13<sup>th</sup> St NE
- H St/ Bladensburg RD/ Benning Rd
- 19<sup>th</sup> St NE
- Oklahoma Ave NE (segment terminus)

### **Vehicle Operations and Capacity**

DC Streetcar has acquired three (3) vehicles and is purchasing is purchasing two (2) more standard streetcars and one streetcar with off-wire capability. The three owned Inekon vehicles known as the TRIO car were manufactured by the Ostrava Transit Agency, Ostrava, Czech Republic. They are 20.13 meters long (66 feet), which is between the size of a typical light rail vehicle (95 feet) and a typical city bus (40 feet). The car width is 2.46 meters (8 feet 2



inches). The cars transport seated and standing passengers and can accommodate 29 seated passengers, 2 passengers in wheelchairs, and 86 standing passengers for a total capacity of 117. The streetcar is all electric, including heat and air conditioning, and is powered from a single overhead wire. An operator's control cab is placed at both ends of the car for bi-directional use, but only a single operator is required for operation. The car uses a Train to Wayside Communication (TWC) system that allows the operator to shift a track switch, or to hold a traffic light in the green mode until the train has completely passed through the intersection.

The cars have been manufactured previously for use in Europe. However, the European design has been modified to meet U.S. standards and expectations. The modifications to the specifications include: 1) cabs at both ends to allow reverse operations; 2) doors on both sides of the vehicles; 3) air conditioning; and 4) ADA requirements including bridge plates and reserved space for passengers in wheel chairs, and numerous other features. Streetcars are manually controlled by human operators, like a bus or light rail train. Operators will operate by line of sight, keeping their vehicle speeds in check so as to be able to stop short of obstructions on the track ahead.

The DC Streetcar will operate within the existing travel lanes and travel through intersections like other traffic, being controlled by traffic lights, signs and other devices. Preemptive signaling can occur at major intersections. Opticom signal extension can also be provided to extend signal length. Elsewhere the existing signal progressions is maintained with streetcars moving with traffic, relatively unimpeded between car stops. Switching will only be needed for abnormal or emergency movements.

### **Support Systems and Fixed Facilities**

The system elements required to support the operation of streetcars over the line include the revenue service and non-revenue service tracks, the traction electrification system, communications equipment, a maintenance and storage facility, fare collection, and security equipment.

1. **Revenue and Non-Revenue Trackage:** The main line consists of a single track as described above which is the route for revenue service. Streetcars will operate with the flow of traffic. Non-revenue trackage will be provided to enable dwell time for the operator, turnaround and access to the maintenance facility. The western terminus will involve cutting a portal (see picture below) through the H St Overpass and traveling under the Amtrak tracks through the H St Underpass and terminating with a stop at 1st St NE. This would provide District residents with a direct connection to the Union Station Metrorail station. It would also allow DDOT to store vehicles under the Western Bridge Abutment, completely screened from the community.

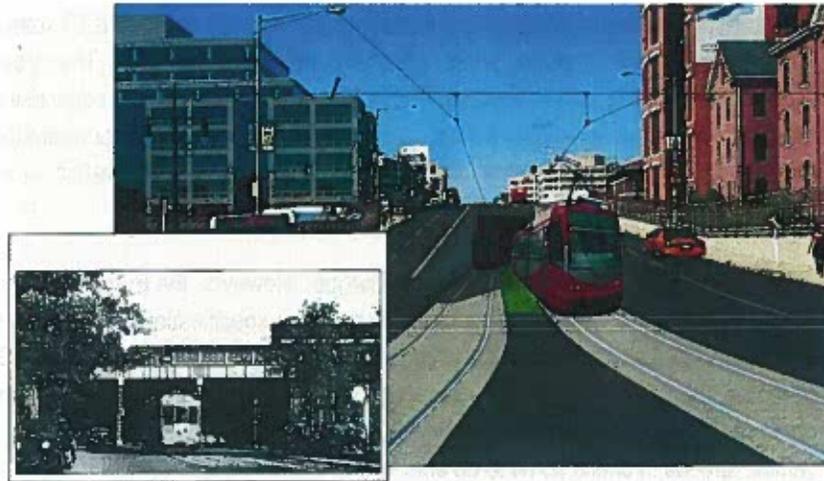


Figure 3-H Street Portal

The Eastern terminus at Benning Rd will include a turn-back to allow the vehicles to change direction in the median of Benning Rd. The road narrows at this point from four lanes in each direction to three lanes in each direction. This allows DDOT to utilize the median without impacting cars or other transit.

2. **Maintenance and Storage Facility:** The maintenance facility will allow for vehicle maintenance capabilities including inspection, servicing and component replacement. The streetcar maintenance facility is in design and will be constructed as part of the H St/ Benning Rd Phase II Streetcar Project underneath the H St. Overpass. The facility will be designed to be capable of handling daily and periodic cleaning, inspection and light maintenance. It will have a capacity to store 9 vehicles.
3. **Traction Electrification:** The traction electrification system (TES) will include three elements: two to three (2-3) substations that convert low voltage commercial AC to the nominal DC voltage required to operate the streetcars, overhead contact system (OCS) that provides the positive circuit to carry DC power from substations to the streetcars, and the running rails that act as the negative return circuit from streetcars back to the substations.

The single-wire OCS system is designed to minimize visual impacts on the surrounding community. The system will have two poles on opposite sides of a street, supporting a non-powered wire crossing the street, with the powered contact wire suspended from the wire spanning the street. Whenever possible, the poles are combined with the street lighting to reduce visual clutter.

4. **Communications Equipment:** The communications equipment consists of two categories, operator-to-controller and train-to-wayside communications system (TWC). TWC will be on all cars and able to call traffic and train signals at certain intersections. Communications between operators and between operators and the control center at the maintenance facility will be provided through radios. TWC is used for controlling right-of-way in situations where streetcar movements conflict with the normal operation of auto traffic and for the control of powered track switches.



### Anacostia Initial Line Segment

On February 17, 2009 DDOT initiated the construction of the 0.5 mile Anacostia Initial Line Segment (AILS), also referred to as the Blue Line, with the goal of providing an opportunity for the public to see and experience streetcar vehicles in operation. The original AILS project connects the Navy Annex with the Barry Farms Residential Area to Anacostia Metro Station (as noted in Figure 3 in red below). The project also connects the streetcar to a maintenance and storage facility to be located at 2750 South Capitol Street, just south of the NSF Anacostia.

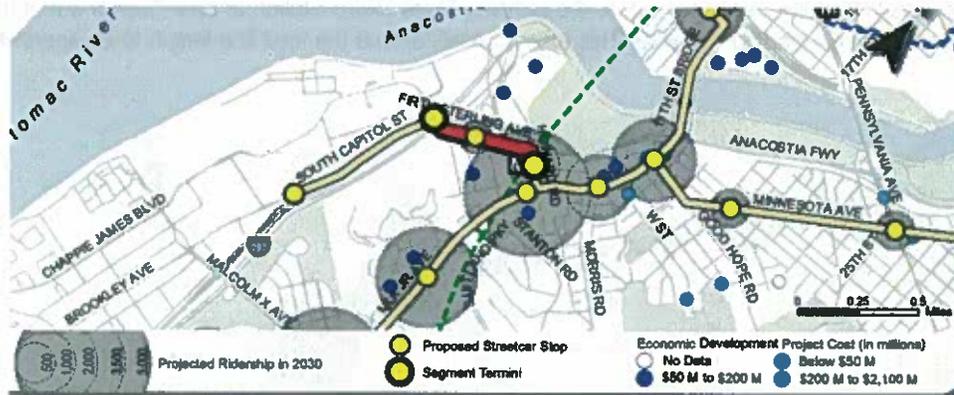


Figure 4- Anacostia Initial Line Segment

### Anacostia Extension to 11<sup>th</sup> St Bridge

The Anacostia Extension is approximately .61 miles in length and will link the current Anacostia Initial Line Segment to the 11th St Bridge. DDOT initiated a NEPA process in November 2010 to determine the optimal alignment for the Anacostia Extension. The Anacostia Extension will connect the streetcar one of the highest ridership areas in the District, with 14,900 riders per day. It will also provide a connection from the Anacostia Metro Rail Station through the Historic Anacostia business district to Good Hope Road and the 11th St Bridge, which is critical to connecting the eastern and western sides of the Anacostia River. This will extend the Blue Line to a total of 1.11 service miles.

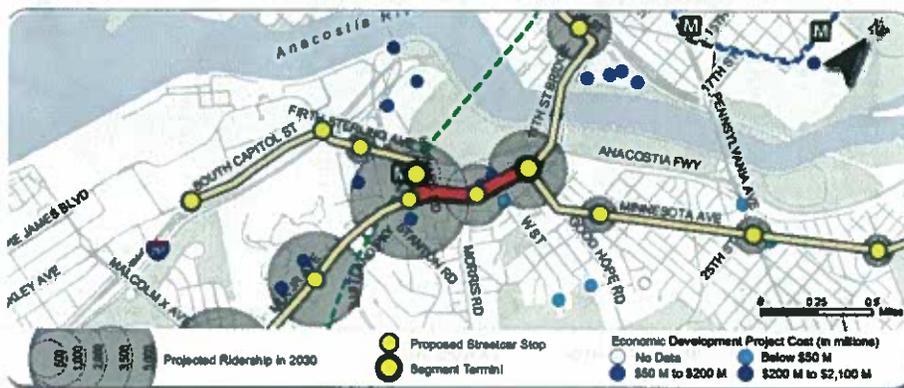


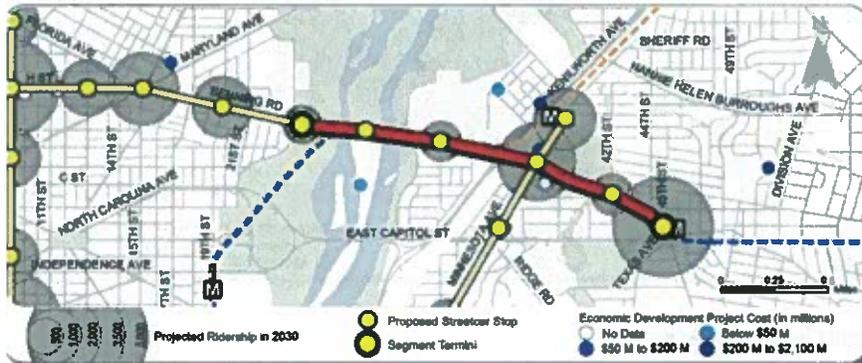
Figure 5- Anacostia Extension



**Future Segments & Extensions**

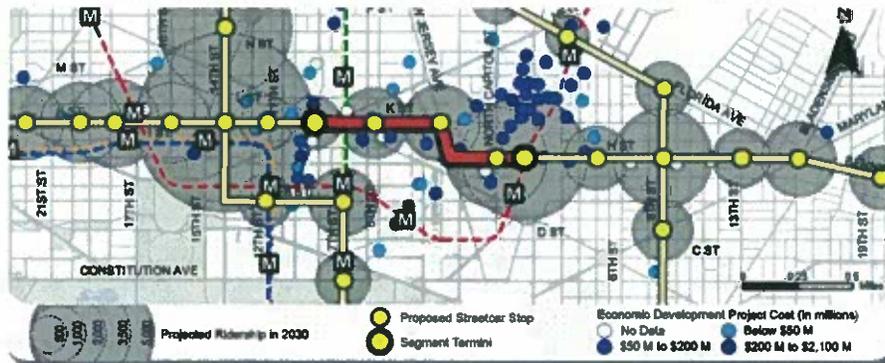
The DC Streetcar plans to extend its service and is conducting feasibility studies in cooperation with regional partners for additional streetcar lines. The proposed streetcar system plan identifies a number of extensions and lines. The following is the status of streetcar development for Phase I:

1. **Benning Road Extension:** The Benning Road Streetcar Extension project is a 1.79 mile extension of the H Street/Benning Road Streetcar line, or Red Line projected to begin service in late 2014. The project is located along Benning Road NE from Oklahoma Ave to the Benning Road Metro Station at East Capitol Street and will utilize vehicles capable of operating off wire. This extension will extend the total line length to be approximately 3.81 miles.



**Figure 6- Benning Rd Extension**

2. **K St Centerway:** The proposed K St Centerway line is made up of two segments (Figures 6 and 7) that serve the region's largest concentration of jobs and provides connections to every Metro line in the region. DDOT has developed plans for a dedicated transitway in the center of K St. This transitway would service both buses and streetcars from Union Station to Washington Circle. The K St Project is a Complete Streets project and has an Environmental Assessment completed for street improvements and a busway. This 2.39 mile extension from Union Station to Washington Circle would increase the Red Line to approximately 6.20 miles and is projected to begin service in 2015.



**Figure 7- Union Station/ Mt Vernon Sq**



Figure 8- K Street

3. **M St/:** The M St extension of the Blue Line would include the construction of 2.37 miles across the 11<sup>th</sup> Street Bridge to SW Waterfront via Buzzard's Point projected to begin service in 2015. This extension would create 3.48 miles of total line service and require five new trains and is projected to begin service in mid 2015.

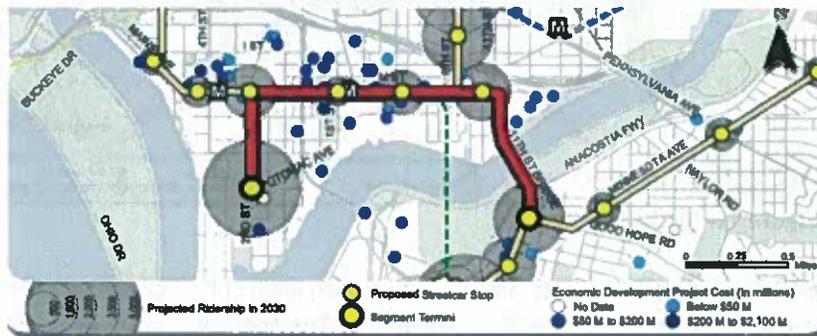
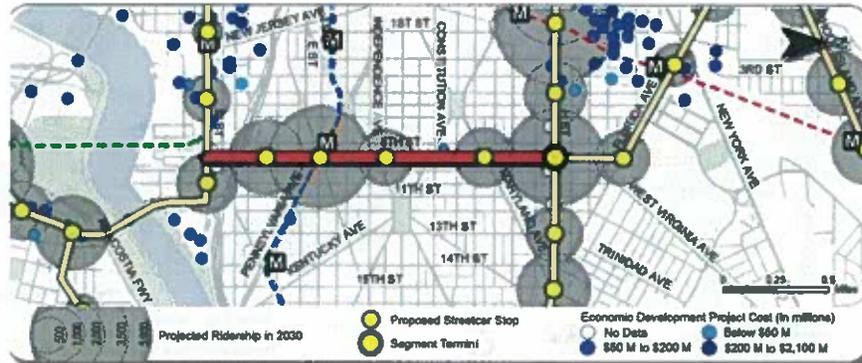
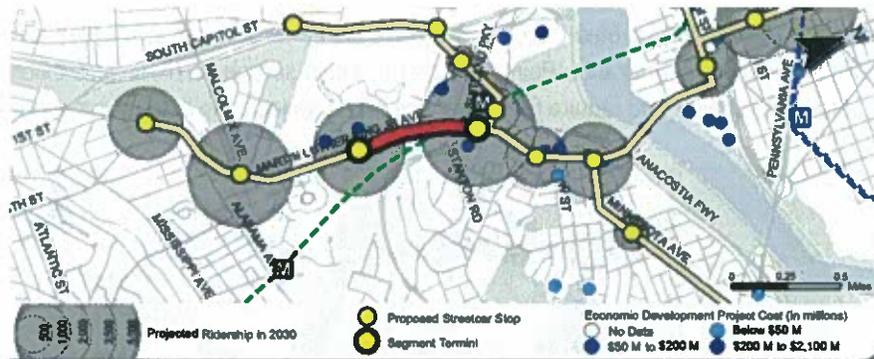


Figure 9- M Street/ 11th St Bridge

4. **8<sup>th</sup> St/ St Elizabeth/ Congress Heights Extension/ MLK Jr. Ave:** The Yellow Line includes a 1.64 mile segment (Figure 9) along 8<sup>th</sup> St connecting the H St and M St streetcar lines which is projected to begin service in late 2015. This line would be extended .61 miles from the Anacostia Metro Station to St Elizabeth's Hospital (Figure 10) and is projected to begin service in 2017. This line would require approximately 2.2 miles of new track construction but would create a 5.24 mile service line by using the Blue line and Red line tracks already constructed.



**Figure 10- 8th Street**



**Figure 11- MLK Jr. Ave**

- 14<sup>th</sup> St/ Lower Georgia Ave/ 7<sup>th</sup> Street:** The 14<sup>th</sup> St extension north of K St is approximately 1.55 miles in length and is projected to begin service in late 2016 (Figure 11). This line, also known as the Orange line, would be extended with the Lower Georgia Extension—approximately 1.39 miles of new rail construction connecting the Shaw/Howard University and Georgia Ave-Petworth Metro Stations (Figure 12). Lower Georgia is projected to begin service in late 2017. The 7<sup>th</sup> Street Extension, projected for completion in mid to late 2018, is approximately 2.74 miles in length connecting the Waterfront SEU Metro Station and the M St Streetcar to the McPherson Sq Metro Station and the K St Streetcar (Figure 13).

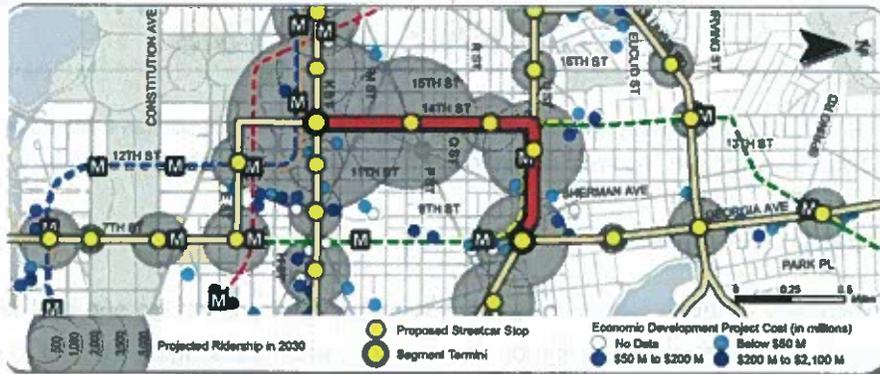


Figure 11- 14th Street



Figure 12- Lower Georgia

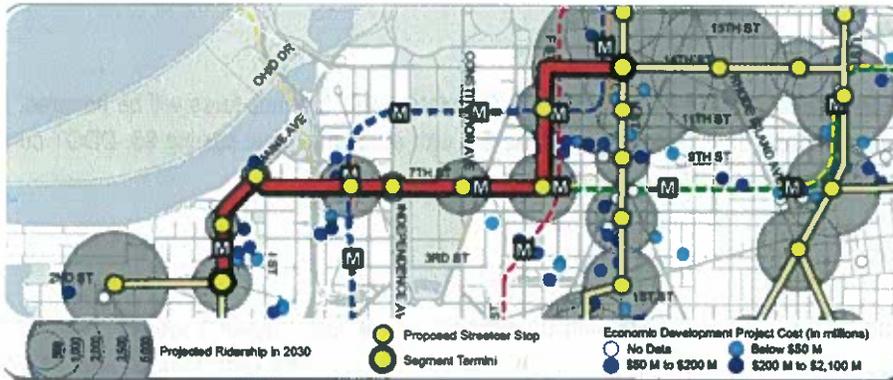


Figure 13- 7th Street

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## **OPERATIONS ANALYSIS**

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Alternative streetcar operational strategies need to be considered and an analysis has been carried out to develop operating schedules, fleet sizes and operator requirements for weekday and weekend/holiday service.

### **Operating Issues and Assumptions**

The operating strategy for the streetcar assumes that frequent service will be provided and that cars will stop at any boarding platform along the line on demand (i.e., when passengers wanting to board, are seen to be waiting on the platform and/or when a rider on board the car signals to alight).

### **Hours of Service**

Base service is expected to run Monday through Thursday, 6:00 a.m. to 12:00 p.m.; Friday, 6:00 a.m. to 2:00 a.m.; Saturday, 8:00 a.m. to 2:00 a.m.; and Sundays and holidays, 8:00 a.m. to 10:00 p.m.

### **Service Policy**

The operating strategy for the streetcar assumes that frequent service will be provided and that cars will stop at any boarding platform along the line on demand (i.e., when passengers wanting to board, are seen to be waiting on the platform and/or when a rider on board the car signals to alight). The service frequency will be 10-minutes at all times.

### **Fare Structure**

The DC Streetcar fare structure is same as the DC Circulator. All Metrobus fares will be honored, but DC Streetcar will not issue its own passes. Streetcar fare will be \$1, with an all-day pass costing \$3. DDOT currently sells 1-day passes through its multi-space parking meters.

### **Fare Collection**

Operators of streetcars will not interact with passengers and a fare collection system needs to be devised. DC Streetcar anticipates using a combination of on-board and off-board fare collection, as well as Smartrip to reduce cash on board. A proof of payment system is also anticipated through inspection or other means.

### **Emergency Operation**

The operating system can incur periods of interruption of electrical service due to emergency conditions. A contract with WMATA for a "bus bridge" during extended interruptions could provide the ability to maintain service.



### **Placing Streetcars Into and Out of Service**

All vehicles will be stored overnight and will enter the system from the maintenance facility located at the western abutment under the H St overpass. When streetcars are removed from revenue service, they return from the end of the line stations to the maintenance facility.

### **Streetcar Crew Size**

Each streetcar is operated by one person. Each streetcar operator is responsible for the safe movement of his or her vehicle.

### **Terminal Times**

Allowance will need to be provided for layover time for the purpose of operator rest and schedule recovery so that a late-arriving streetcar may start its run on time.



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## MAINTENANCE REQUIREMENTS

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Urban rail projects of all kinds typically result in placement of well-designed, attractive facilities out in the public domain, where they are subject to normal wear-and-tear and, unfortunately, occasional abuse. Defensive design and effective maintenance policies are ultimately just as important as functional design.

### Maintenance Strategies

The vehicle maintenance responsibilities will need to be in accordance with qualification, work rules and standard procedures and include regular cleaning and servicing, periodic preventive maintenance inspections and change-outs of work components. Some components will likely need to be sent to specialty facilities for heavy servicing (e.g., wheel sets to a shop with a wheel-truing machine) or repair and/or rebuilding (e.g., traction motors to heavy electric equipment repair vendor). Generally, activities performed in-house could share one or more of these characteristics:

- Safety-related function
- Periodic inspection
- Repetitive in nature
- Required as part of response to emergencies or service disruptions

Activities for which use of outside vendors are likely to include those that:

- Occur infrequently (or at least, less frequently)
- Need specialized personnel, procedures, and/or equipment
- Represent a large volume of work having a long maintenance cycle
- Economics favor contracting the work

Right-of-way maintenance includes the following:

1. **In-House Vehicle Maintenance:** providing the necessary equipment to perform general vehicle maintenance activities related to the streetcars.
2. **Right-of-Way Maintenance:** areas of right-of-way maintenance and repair include:
  - A. Wheel truing
  - B. Powered switches
  - C. Painting
  - D. Body repair
  - E. Traction substations
  - F. Rail signals
  - G. Overhead wire
  - H. Tree trimming
  - I. Track cleaning
  - J. Snow removal



3. **Vehicle Cleaning:** car cleaning will need to be provided.

### **Committed Vendors**

**Shelter Cleaning and Maintenance:** Shelter cleaning and maintenance for bus shelters is currently managed through a long-term contract with Clear Channel.

**Signal Maintenance:** Signal maintenance on streets is currently held by an outside vendor.

### **Vehicles, Support Systems, Fixed Facilities Maintenance Needs**

All streetcar facilities and equipment require ongoing servicing and maintenance. This section briefly describes the kinds of activities that are accommodated:

1. **Streetcars:** Inspections and preventive maintenance of the streetcars occur at regular intervals. Preventive maintenance is defined as those maintenance tasks performed to minimize the possibility of future equipment failure, reduce or minimize wear rates, replace consumable parts, and satisfy warranty requirements. A basic preventive maintenance program combined with rugged design of the cars ensures high reliability and availability. Recommended levels of cleaning, inspection and preventive maintenance are:
  - **Daily Inspection and Service (after Revenue Operation):** Check safety-related systems, correct defects found and those reported by car operators, sweep interior, wash exterior and remove graffiti.
  - **30-day Preventive Maintenance:** Inspect for wear and damage: friction brake systems, resistors, lights, traction motors and auxiliary motors, brushes, pantograph shoes, control functions, door operator, liquid levels; perform lubrication; change filters; wash seats, windows and floors.
  - **90-day Preventive Maintenance:** Perform 30-day work; inspect, lubricate and adjust as appropriate: brake actuators, air or hydraulic valves, door mechanisms; inspect wheels for profile and wear.
  - **180-day Preventive Maintenance:** Perform 30- and 90-day work; inspect and adjust controls, brake resistors; inspect suspension; detail wash all interior surfaces, clean light fixture lenses or lamps, wash roof, clean underside of car.
  - **360-day Preventive Maintenance:** Perform 30-, 90-, and 180-day work; inspect and service: traction motor brushes, communicators, bearings, gearboxes (lubricate), truck/carbody connections and journal bearings.

Heavy overhaul-type work is planned approximately every fifth year, and will include: traction motors, gearboxes, control groups, trucks, door mechanisms, brake actuators, air compressor, and air comfort systems (if used). If spare units can be obtained, the streetcar shop will perform unit change-outs, with actual rebuilding done by vendors.



2. **Trackwork:** The track structure will be observed by the car operator as they traverse the line. Based on these inspections and good maintenance practices, the following work should be completed on a weekly basis:

- Correct defects found by inspections
- Adjust, repair and lubricate switches
- Clean flangeways, track drains and general track area as needed
- Replace failed rail bonds and rail connections
- Patch paving

If routine maintenance is performed faithfully, the track structure should not require replacement during the likely life of the project, except for high-wear curved rail and switch components.

3. **Traction Power:** The Traction Electrification System (TES) consists of three major sub-systems: power supply substations converting commercial AC to DC; the OCS composed of poles, wires and fittings; and the streetcar tracks, functioning as the return circuit.

- a. **Substation Inspections and Maintenance:** A visual inspection and general housekeeping of the substation(s), inside and outside, will be performed weekly. If an indication of a single diode failure or diode fuse opening per leg is noted, this will be scheduled for repair at a time when it is convenient to take the substation off-line. If more than one such failure or "open" exists, the substation will be immediately taken off-line and repaired. Causes of failures will always be investigated.

An annual functional check should be performed on all devices, switches and breakers. Electrical insulation tests will be made, the condition of the ground mat checked, and the unit thoroughly cleaned. Contact tips will be checked and dressed, or if necessary, replaced. Substation batteries will be checked, cleaned and serviced.

- b. **Overhead Line Inspection and Maintenance:** Car operators will visually recognize overhead line defects and improper power system operations, and should report these so corrective actions can be taken. A thorough visual inspection will be made monthly by a maintainer.

The streetcar wire generally should have a long life in the range of 50 years. Nonetheless, a detailed yearly inspection will be performed to include checking the integrity and tightness of all hardware and fittings, checking insulators mechanically and cleaning them as required, checking section insulators for damage, checking freedom of movement of bracket arm, and checking streetcar wire running surface condition, alignment and height. The electrical integrity of the overhead line insulation also will be tested annually.

After a major overhead line problem, such as a downed streetcar wire or a line pole damaged or moved by a collision, ingenuity and familiarity with general overhead design requirements will be needed to rig temporary overhead in order to permit resumption of streetcar operations until permanent repairs can be made. In such cases, the height and alignment of the streetcar wire beyond the immediate area of the problem will also be checked.



- c. **Return Circuit:** A weekly visual inspection of the return circuit will be carried out as part of the track inspection. This will include checking for frayed cables and broken connections to rails and special work. A detailed mechanical and electrical inspection will be performed yearly. Cable condition, bolted connection tightness, weld integrity and general electrical continuity will be checked.

In case of derailment, the integrity of the return circuit should be checked before resumption of streetcar operation.

### **STREETCAR MAINTENANCE FACILITY: Maintenance & Office Equipment**

#### **Maintenance Equipment**

- Bridge Crane
- Portable Jacks
- Shop Air Compressor
- Metal Muncher
- Grinder
- Drill Press
- Metal Lathe
- Special Mechanical Hand Tools
- Portable Power Tools
- Portable Lift Table
- Electric Welding Equipment
- Torch Welding Equipment
- Ladders and Step Stools
- Electrical / Electronic Test Equipment
- Mechanical Test Equipment
- Janitorial Equipment
- Two-way Radios
- Fork Lift (Hand)
- Fork Lift (Motorized for Trucks)

#### **Office Equipment**

- Storage Shelves
- Parts Drawers
- Metal Storage Rack
- Furniture
- Computers
- Refuse Containers



## Operating Projections

The annual service hours are projected to be 25,792 when the H St/ Benning Rd segment is fully operational with four trains in 2013. The Operation and Maintenance contract is projected to be initiated in 2011 with service to begin in 2012 and the first full year of service to be 2013. The system, with four lines operational, is projected to grow to 39 operating vehicles and over 230,000 operating hours annually by 2019.



## Draft DC Streetcar Operating Assumptions

This outline of operating assumptions is based upon Phase I of DC's Transit Future System Plan submitted to District Council. The Plan is subject to the finance plan for the streetcar system which is in development and scheduled to be completed later this year. The specific projections are based on the hours of operation listed below with 10 minute headways, stopping approximately every 1,500 feet. Some lines overlap and may not require all cars to run on overlapping segments. Vehicle counts include spares at a rate of 20% of operating fleet.

	Hours of Operation	Peak	Off Peak	Daily Total	Weekly Total
Monday - Thursday	6:00am - 12:00am	8	10	18	72
Friday	6:00am - 2:00am	8	12	20	20
Saturday	8:00am - 2:00am	4	14	18	18
Sunday	8:00am - 10:00pm	0	14	14	14
Average Speed (MPH)		7.0	8.0		
<b>Total</b>					<b>124</b>

The table below outlines operating lengths, trains and hours by line and by year. Total estimated annual hours are for the line color indicated only. FY 2012 assumes only six months of operations.

### Phase I

Year	Segment Opening	Line	Total Line Length	New Track Construction	New Trains Required For Service	Spare Trains	Total System Trains	Estimated Annual Hours Per Line
FY 2013	H Street	Red	2.02	0	2	1	6	25,792
FY 2014	Anacostia Initial Line	Blue	1.11	0.5	3	1	10	19,344
FY 2015	Benning Rd Extension	Red	3.31	1.79	3	1	14	40,976
	M Street	Blue	3.48	2.37	4	1	19	40,976
	K Street	Red	6.20	2.39	4		23	66,768
FY 2016	8th St	Yellow	4.63	1.64	9	2	34	53,872
FY 2017	St Elizabeth's/MLK Ave	Yellow	5.24	0.61	1		35	60,320
	14th St	Orange	1.55	1.55	3	1	39	19,344
FY 2018	Lower Georgia	Orange	2.94	1.39	3		42	34,528
FY 2019	7th Street	Orange	5.68	2.74	5	1	48	62,608
<b>Total</b>			<b>17.86</b>		<b>39</b>	<b>9</b>	<b>48</b>	

The table below outlines projected number of streetcars per line, total fleet size including spare vehicles and total estimated annual hours for the entire system.

Year	Streetcars Required Per Line				Vehicles Operating	Total Fleet Size	Estimated Annual Hours- System	Estimate Annual Miles
	Red	Blue	Orange	Yellow				
FY 2013	4				4	6	25,792	197,184
FY 2014	4	3			7	10	45,136	345,072
FY 2015	11	7			18	23	107,744	820,768
FY 2016	11	7		9	27	34	161,616	1,231,152
FY 2017	11	7	3	10	31	39	187,408	1,428,336
FY 2018	11	7	6	10	34	42	202,592	1,542,944
FY 2019	11	7	11	10	39	48	230,672	1,756,144



Phase II and Phase III of the DC Streetcar System Plan are projected below. As with Phase I, the projections are based upon ten minute headways but do not account for overlapping lines which will reduce headways. Annual hours are projected per line. These projections are subject to the development of specific finance plans for each line.

**Phase II**

Segment	Line	Total Line Length	New Track Construction	New Trains Required For Service	Spare Trains	Total System Trains	Estimated Annual Hours Per Line
Georgia Avenue	Orange	8.81	3.13	5	2	55	94,848
Congress Heights	Yellow	6.32	1.08	1		56	66,768
Florida Avenue	Lime	4.22	1.97	8	2	66	47,424
U St/ Calvert St	Lime	5.74	1.52	2		68	64,480
Rhode Island South	Pink	3.69	1.24	7	2	77	40,976
Rhode Island North	Pink	5.68	1.99	4	1	82	62,608
Georgetown	Red	7.02	0.82	13	3	98	75,504

**Estimated Total Additional Hours At Phase II Completion**

**364,208**

**Phase III**

Segment	Line	Total Line Length	New Track Construction	New Trains Required For Service	Spare Trains	Total System Trains	Estimated Annual Hours Per Line
Minnesota Ave	Green	4.53	3.28	9	2	109	49,712
Bolling AFB	Green	5.2	0.67	1		110	56,160
Columbia Road	Brown	1.77	1.17	4	2	116	21,632
Michigan Ave	Brown	4.5	2.73	4	1	121	47,424

**Estimated Total Additional Hours at Phase III Completion**

**103,584**

## **Exhibit A-2: Description of Streetcar Vehicles**

The existing fleet consists of three (3) vehicles of the TRIO design produced by Inekon in cooperation with the Ostrava Transit Agency, Ostrava, Czech Republic. These vehicles have a hydraulic leveling system and no bridge plate.

Inekon of Czech Republic designed the existing cars, with final assembly in Ostrava, Czech Republic. They are designed with operator cabs at both ends to allow bi-directional operation. There is seating for 30 passengers and a design capacity of 115 passengers with standees at 4 per square meter. See Figures 1 and 2 below. The 20-meter long cars are air-conditioned.

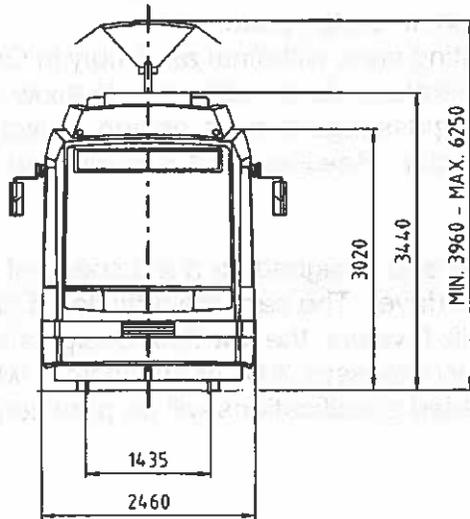
The cars are constructed of high tensile steel and designed for a top speed of 44 miles per hour (70kph) with electric propulsion AC drive. The cars are articulated and cannot be operated in train sets. Along with hydraulic levelers, the low floor design allows full wheelchair access. The low floor section encompasses 30% of the vehicle, which is suspended from powered trucks. More detailed specifications will be provided to the selected Vendor.

### **Additional Vehicles**

DDOT is currently in the process of purchasing of two more streetcar vehicles. The manufacturer of these vehicles has not yet been chosen. DDOT has received bids from Inekon for the TRIO design and from United Streetcar proposing the similar Czech design developed by Skoda (Astra). DDOT is also in the process of acquiring one vehicle with off-wire capability in order to operate in significant historic areas of Washington DC. These cars are planned to have bridge plates which will accommodate operation with 10" curbs as well as 14" curbs with level loading. All streetcar vehicles are planned to be of similar dimensions and specifications to the existing fleet. As detailed specifications are developed, they will be made available to the selected vendor. DDOT plans to have six (6) vehicles in the fleet by 2013 and will obtain options for the standard vehicles and the off-wire capable vehicles to accommodate the expansion.

## Vehicle Diagram and Specifications

Figure 1



PARAMETERS ON METRIC PLANS, SHEET No. OCD008  
NORMAL CONTACT WIRE HEIGHT ..... 5105 mm  
MAXIMUM WIRE HEIGHT ..... 6250 mm  
PANTOGRAPH MINIMUM OPERATING HEIGHT ... 3960 mm





EXHIBIT A-3

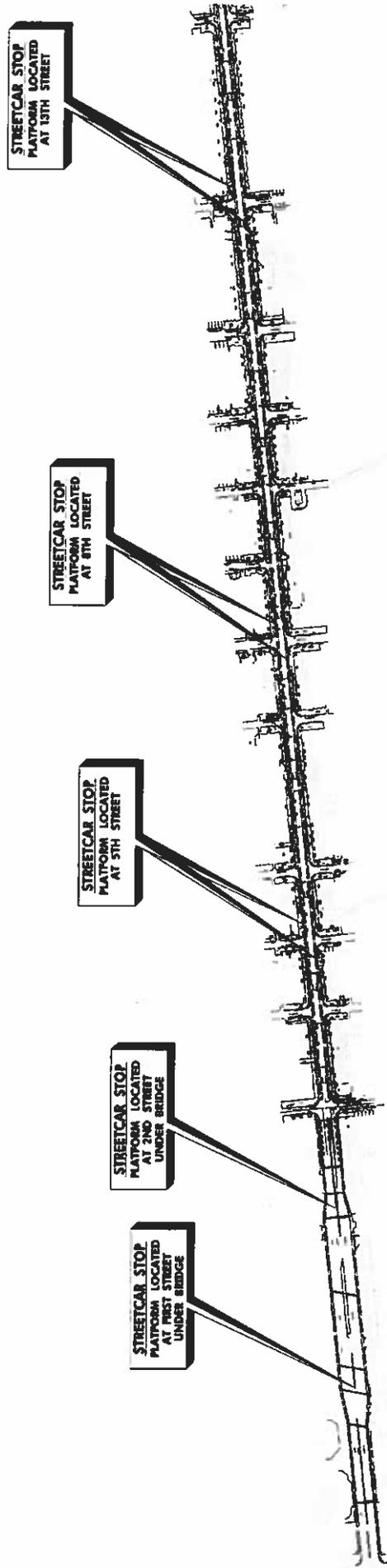


EXHIBIT A-3

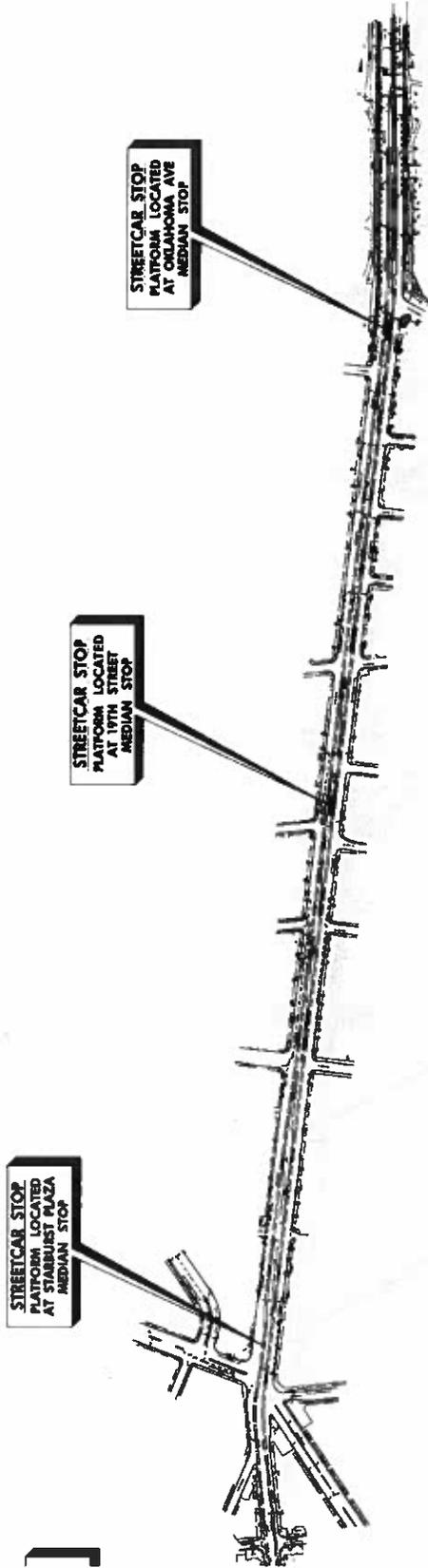
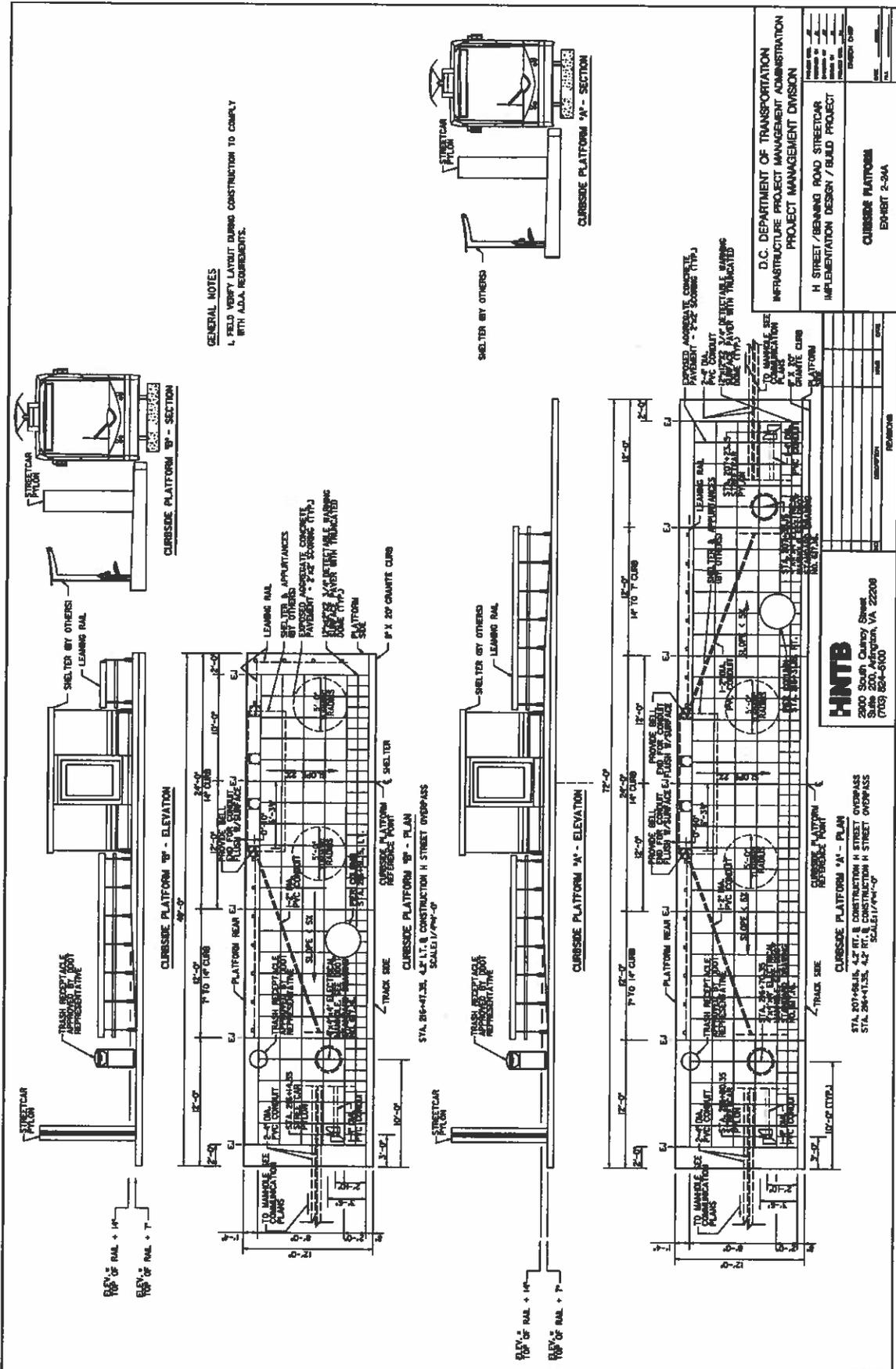


EXHIBIT A-3



GENERAL NOTES  
 1. FIELD VERIFY LAYOUT DURING CONSTRUCTION TO COMPLY WITH ADA REQUIREMENTS.

D.C. DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE PROJECT MANAGEMENT ADMINISTRATION PROJECT MANAGEMENT DIVISION	
H STREET/BENNING ROAD STREETCAR IMPLEMENTATION DESIGN / BUILD PROJECT	DATE: 11/11/11
CURBSIDE PLATFORM SHEET 2-50A	SCALE: AS SHOWN

**HNTB**  
 2000 South Quay Street  
 Suite 200, Arlington, VA 22206  
 (703) 826-6100

STA. 80+46.15 - 42' RT. B CONSTRUCTION H STREET OVERPASS  
 STA. 26+41.35 - 42' RT. B CONSTRUCTION H STREET OVERPASS  
 SCALE: 1/4" = 1'-0"



Exhibit A-4: DC Streetcar Benchmarks for Reliability

FISCAL YEAR	Month	July	August	September	October	November	December	January	February	March	April	May	June	Annual Totals
FISCAL YEAR	Days of Revenue Operation													
	Hours of Revenue Operation													
	No. of Revenue Trips													
VEHICLE ACCIDENT	Injury													0
	Major													0
	Minor													0
ODOT	State Oversight													0
SAFETY	Passenger													0
	Worker Comp Claims													0
SYSTEM RELIABILITY	Loss Revenue Trips													0
	% Trips Completed	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	> 5 Minutes Late													0
	% Within 5 Minutes	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
OPERATION INTERRUPTIONS	Mechanical													0
	System													0
	Route Block													0
	Mark Spencer													0
	Smart Park Garage													0
	Operator													0
	Passenger Load													0
	Traffic													0
	Vehicle Tows													0
	Removal Count													0
MISC.	Extra Service Trips													0
	No Avail Streetcar													0
														0:00

Goal: Reliability 98% Current Month Reliability: 100.00% Completed Trips 100.00% Within 5 minutes



## EXHIBIT A-5

**HNTB Corporation**  
The HNTB Companies  
Engineers Architects Planners

2900 South Quincy Street  
Suite 200  
Arlington, VA 22206

Telephone (703) 824-5100  
Facsimile (703) 671-6210  
www.hntb.com



October 18, 2010

Mr. Cheiho Ko  
Pepco  
701 9<sup>th</sup> Street, NW  
Washington, DC 20068  
Email: [cheihoko@pepco.com](mailto:cheihoko@pepco.com)

Re: H Street – Benning Road Streetcar Initial Operating Segment Design-Build Project

Dear Mr. Ko,

The District of Columbia Department of Transportation (DDOT) is preparing to implement a Design-Build (D-B) contract to implement streetcar operations along H Street and Benning Road, from First Street, NE to Oklahoma Avenue, NE. As consultant to DDOT, HNTB Corporation is preparing the preliminary design plans and contract documents for the D-B project. As part of the contract documents, we would like to ensure that the project will receive the Pepco service as specified.

For this streetcar project, 3 substations are required to provide power for the streetcar operations along the 2.3 mile route. These substations are 1 megawatt capacity and supply 750 volts DC to the overhead contact system to power the streetcars.

The three substations are located at the following locations (See attached exhibits):

1. 2<sup>nd</sup> Street/H Street, NE – under H Street overpass
2. 12<sup>th</sup> Street/H Street, NE Intersection – SW intersection quadrant (within DDOT right of way)
3. 2600 Benning Road, NE

This service request is to provide primary voltage (13.8 kV) service to each of the three traction power substations. Based on the project schedule, the initial switchgear needs to be energized by October 31, 2011. The substations will supply power to 6 streetcars with each streetcar having the following loads:

1. Motors: 4 – 120 hp motors, 480 hp total
2. Lighting: 5 kW
3. HVAC: 40 tons

The substations will operate with a conversion efficiency of approximately 85%, resulting in a 1.20 demand factor to be applied to these loads. Under normal operation, a single substation may at any one time experience ½ of the total connected load. The load information for one substation maximum is summarized as follows:

1. Lighting: 18 kW\*
2. Air Conditioning: 144 tons\*
3. Total hp Motors: 1728 hp\*
4. Largest Motor: 144 hp\*

\* 1.2 Demand Factor due to losses

Note: Designed so that any substation can pick up the entire load if the adjacent substation is off-line.

Please let me know if you have any questions or need additional input for this request. Please contact me at (703) 253-5965 or [jwhitney@hntb.com](mailto:jwhitney@hntb.com)

Best regards,



Jon G. Whitney  
Project Manager  
HNTB Corp.



SOURCE 752

LOT 802

TRACTION POWER SUBSTATION NO. 1

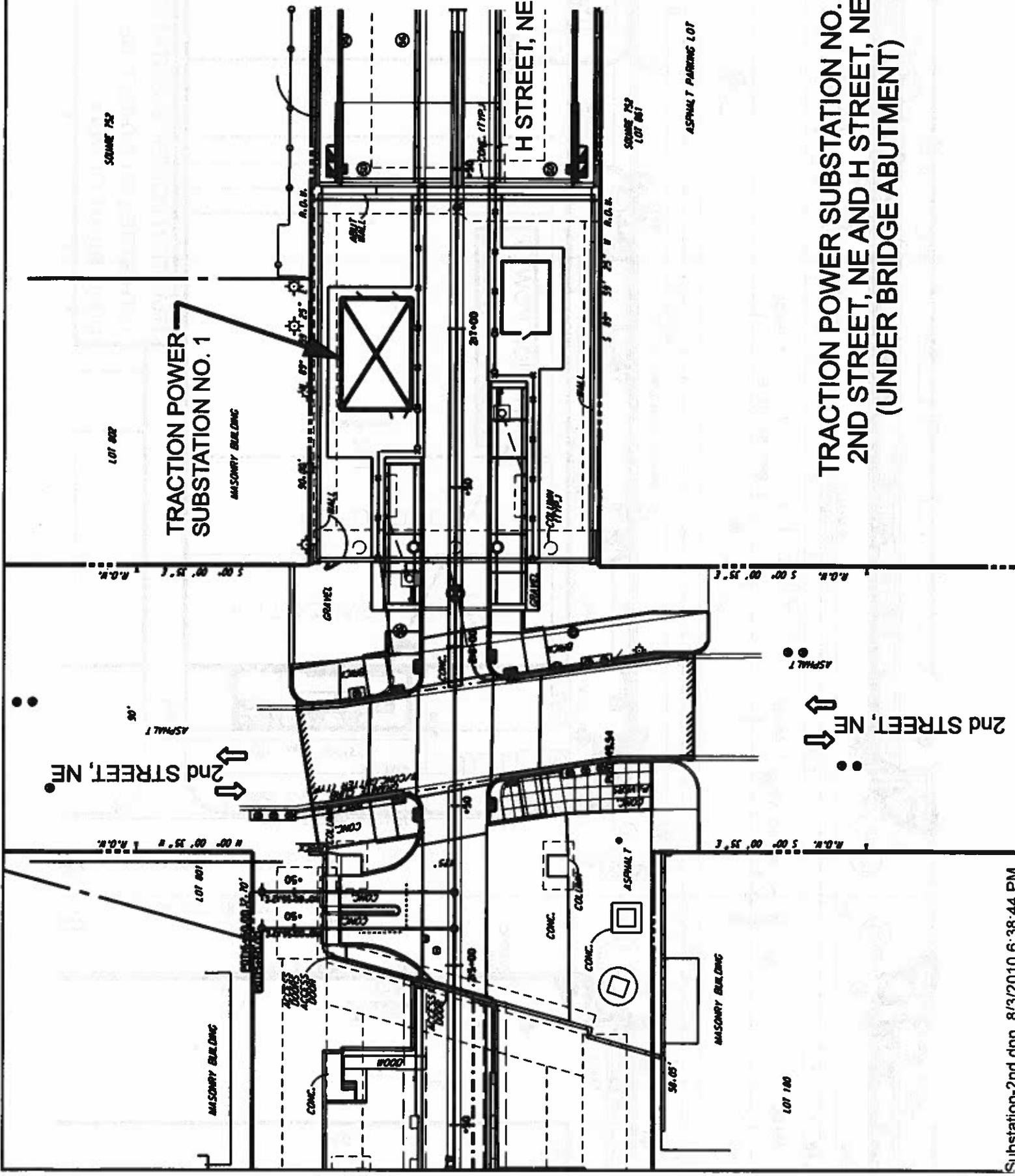
MASONRY BUILDING

H STREET, NE

SOURCE 752  
LOT 801

ASPHALT PARKING LOT

TRACTION POWER SUBSTATION NO. 1  
2ND STREET, NE AND H STREET, NE  
(UNDER BRIDGE ABUTMENT)



A.O.C. 5 00' 00" 35' E

2nd STREET, NE

2nd STREET, NE

MASONRY BUILDING

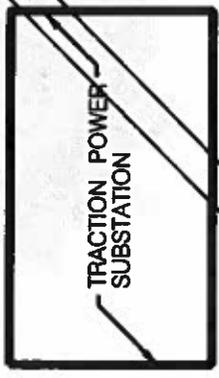
MASONRY BUILDING

LOT 100



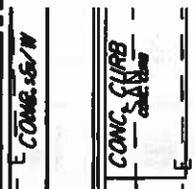


26TH STREET, N.E.



ENGINE STRUCTURE

AS NOTED  
SEE SHEET 4419



COMB. SAN. W SAN

CONC. S/W 8" WATER  
CONC. CURB  
SAN

BENNING ROAD, N.E.

8" ECC STREETCAR SLAB

12" GAS

CONCRETE AND

450+00

450+00

450+00

450+00

450+00

450+00

450+00

450+00

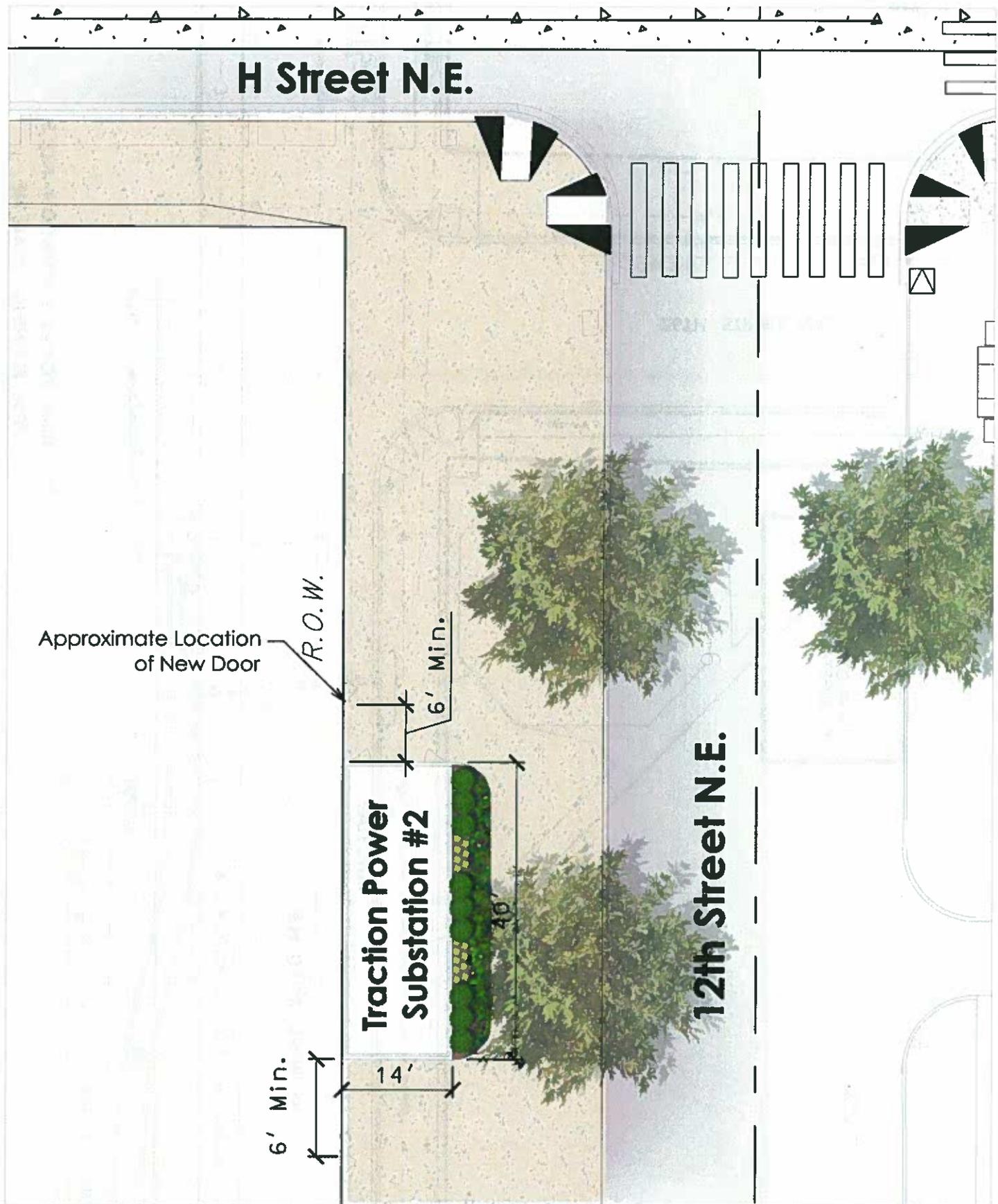
450+00

8" ECC STREETCAR SLAB

PROP. 5' FG 14-WAY (2HX7V) E



TRACTION POWER SUBSTATION NO. 3  
2600 BENNING ROAD, NE  
(BENNING ROAD / 26TH STREET)



## **25 MAINTENANCE FACILITY**

### **25.1 General**

The Contractor shall conduct all Work necessary to meet the requirements associated with the maintenance facility and provide a complete and functioning maintenance facility.

### **25.2 Administrative Requirements**

#### **25.2.1 Standards**

In the event of a conflict among the standards set forth in Book 3 relating to streetcars, the order of precedence shall be as set forth below, unless otherwise specified:

- DDOT Standard Drawings
- DDOT Standard Specifications for Highways and Structures
- DDOT Design and Engineering Manual
- District of Columbia Municipal Regulations
- NFPA 130 – Standard for Fixed Guideway Transit and Passenger Rail Systems
- NFPA 13 – Standard for the Installation of Sprinkler Systems
- NFPA 70 - National Electric Code (NEC)
- ANSI MH27.1 - 2009 - Specifications for Patented Track Underhung Cranes and Monorail Systems
- IEEE 519 - IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems
- IEEE 142 - IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems
- Standards set forth in Book 3

#### **25.2.2 Software**

See Standards.

#### **25.2.3 Meetings**

See Standards.

### **25.3 Technical Requirements**

The Contractor shall obtain all necessary permits for this scope of Work. The Contractor's scope of Work regarding the maintenance facility includes:

- Installation of a truck turntable and foundation for truck maintenance
- Installation of two overhead monorail cranes
- Provide 5-ton gantry crane
- Provide milling machine, milling machine vise, floor drill press, tool grinder and machinist vise
- Provide truck repair stand
- Provide Foreman's workstation, workbenches and stools

## **Exhibit A-6 Operations and Maintenance Facility and Permanent Equipment Specifications**

- Provide rerailling equipment
- Provide safety equipment
- Provide parts washer, glass lifter and refrigerant evacuation and recharge equipment
- Provide storage cabinets, racks and other miscellaneous equipment
- Construction of a maintenance pit
- Construction of two steel overhead maintenance platforms
- Construction of a streetcar jacking area including four 10 ton portable lifting jacks
- Construction of a streetcar washing and cleaning area, with associated wash-water supply and disposal features and pressure washer
- Construction of a maintenance facility administrative area
- Reinforced concrete floor over entire area of the maintenance facility designed to withstand the anticipated loading from delivery vehicles and fully loaded fork lift except the area designated for streetcar jacking shall be reinforced concrete designed to support the streetcar jacking operations.

### **25.3.1 Design Criteria**

#### **25.3.1.1 Maintenance Facility**

The Contractor shall design the maintenance facility per the general layout and dimensions shown in Exhibit 2.25A1 and 2.25A2.

The Contractor shall submit equipment product cut sheets for all provided equipment.

#### **25.3.1.2 Maintenance Facility Administrative Area**

Submit Shop Drawings for the maintenance facility administrative area. The Contractor shall comply with the following design criteria:

- Layout and dimensions shall be as shown in Exhibit 2.25B. The maintenance facility administrative area shall be a modular office trailer by one of the following manufacturers/suppliers or approved equal:

##### **Mobile/Modular EXPRESS**

P.O. Box 1099  
1301 Trimble Road  
Edgewood, MD 21040  
Phone: 410.676.3700  
[www.mobilemodular.com](http://www.mobilemodular.com)

##### **Modular Genius, Inc.**

220 Franklin Street  
Bel Air, MD 21014  
Phone: 888.420.1113  
[www.modulargenius.com](http://www.modulargenius.com)

##### **Williams Scotsman, Inc.**

8211 Town Center Drive,  
Baltimore, MD 21236  
Phone: 800.638.6963  
[www.willscot.com](http://www.willscot.com)

## **Exhibit A-6 Operations and Maintenance Facility and Permanent Equipment Specifications**

### **Wilmot Modular Structures, Inc.**

812 Allender Road  
White Marsh, MD 21162  
Phone: 800.966.8883  
[www.wilmotmodular.com](http://www.wilmotmodular.com)

- Ceiling height shall be a minimum of 8'-0"
- Windows shall be constructed per Exhibit 2.25B
- Flooring shall be vinyl composition tile (VCT)
- Fully accessible and compliant with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- Entrance ramp shall include metal guardrails and handrails as required by code and the ADAAG.
- Furnished with water, electric and sewer hook-ups. It shall be fitted with electric heat and air conditioning, controlled by a single digital, programmable thermostat
- Furnished with the manufacturer's standard lighting and electric facilities, except as modified here-in
- Furnished with telephone and cat-5e jacks in both offices and conference room
- Main door and both office doors shall be manufacturer's standard but shall be provided with private locking functions. Restroom doors shall be provided with classroom locking function
- Kitchenette shall be complete with:
  - Refrigerator, minimum 16.5 cu ft.
  - Electrical outlets for microwave and refrigerator
  - Garbage disposal
  - Sink with faucet
  - Manufacturer's standard base and upper cabinets with plastic laminate counter tops
- Restroom shall have:
  - Manufacturer standard lavatory and water closet with ADAAG-compliant grab-bars.
  - Surface mounted accessories, including toilet tissue dispenser, paper towel dispenser, soap dispenser, waste receptacle, and mirror
  - One duplex GFCI outlet
  - Women's restroom shall be outfitted with a sanitary napkin disposal receptacle
- Design shall provide for installation of lockers to be furnished by DDOT.

### **25.3.2 Maintenance Facility Equipment**

A qualified representative of the equipment manufacturer shall supervise the installation, start-up and commissioning of the equipment, ensuring that it is brought on-line quickly and delivers the expected performance.

The equipment manufacturer shall provide full operational and maintenance training, including training manuals, for to up to ten (10) transit authority or other personnel, as identified by the transit authority.

**25.3.2.1 Portable Lifting Jacks**

Portable lifting jacks shall be provided as a set of four (4) individual 15-ton capacity, electrically actuated jacks, that can be synchronized together to lift a complete but empty articulated streetcar of 67,130 pounds, in accordance with the following specifications and Exhibit 2.25C.

- The portable lifting jack shall have a capacity of 10 tons (20,000 pounds) at a lifting and lowering speed of 7 inches a minute.
- The portable lifting jack lifting height shall be 6-feet, 2-inches (74 inches). The minimum height of the jack pad above the top of rail (TOR) shall be 1-foot (12-inches), and the maximum height shall be 7-foot, 2-inches (86 inches) above TOR.
- The portable lifting jacks shall employ a bottom base plate which shall rest on the floor of the shop when used for lifting. The portable lifting jacks shall be mounted on wheels that can be deployed only when the jack is in the full-down position. Two of the wheels shall be rigid, and the back wheel shall be steerable by use of a dolly handle for moving the jack into position.
- The portable lifting jack lead screw shall be a self-lubricated acme thread, designed to provide sufficient friction with the load bearing thread in the lifting head to lock the lead screw and prevent it from reversing. The lead screw shall be housed inside of the steel column so that it is protected from damage in the shop environment. The front opening shall be covered with a protection band on the top and the bottom to keep the dirt and debris off of the lifting screw
- As an alternate, a proven positive engagement lock mechanism to absolutely prevent the lift from accidental lowering will also be allowed.
- The portable lifting jack lifting nut shall be of bronze, continuously self-locking, and followed by a steel safety nut to hold the load in the event of a lifting nut failure. A nut wear switch shall be employed to monitor the wear of the bronze load nut and to prevent the jack from raising if the bronze nut has worn past the allowable limit.
- The portable lifting jack lifting carriage guide rollers shall be housed inside the steel column, protecting them from damage.
- The portable lifting jack motor and gearbox shall be situated at the top of the lifting column to facilitate moving the jacks through the shop with a fork truck.
- The portable lifting jack motor shall be three (3) horsepower, rated at 480 volts AC, three-phase, 60-Hertz.
- The portable lifting jacks shall have rubber-tired wheels and shall be easily moved and positioned under the vehicle
- A programmable logic controller (PLC) shall monitor the operation of the lift and provide motion control for the entire lifting system. A rotation sensor shall be included to monitor that the screw is turning. The sensor shall stop the activation of all the jacks if one stops moving.
- A liquid crystal display (LCD) screen shall be on the primary panel to provide troubleshooting information in the event of a system fault. In normal operation mode, this panel shall be used to display information about the lifting system, including but not limited to current status, schematic information, and program information. The LCD screen shall display system faults in the event of a system or component failure, and shall display appropriate error messages to indicate what component has caused the fault.
- The set of four jacks shall be capable of operating in unison as a set of four, in pairs, or individually, by turning a selector switch on the control box.
- Interconnecting cables, consisting of a power supply cable, and a control cable, with oil-

## **Exhibit A-6 Operations and Maintenance Facility and Permanent Equipment Specifications**

resistant jackets, shall be provided to connect each of three jacks to the control jack. The cables shall each be 50-feet in length and shall employ quick-disconnect connectors.

- The portable lifting jacks shall include lifting pads to interface with the rail vehicle to facilitate lifting. The manufacturer and designer of the portable jacks shall interface with the rail vehicle manufacturer to determine the optimum design of the lifting pads.
- The portable lifting jacks shall be primed and painted in a durable epoxy-based safety yellow paint.
- A qualified representative of the portable lifting jack manufacturer shall supervise the installation, start-up and commissioning of the equipment, ensuring that it is brought on-line quickly and delivers the expected performance.
- The portable lifting jack manufacturer shall provide full operational and maintenance training, including training manuals, for up to ten (10) transit authority or other personnel as identified by the transit authority.
- The portable lifting jack manufacturer shall provide five (5) copies each of the operation and maintenance manual, and the parts manual, suitable bound for shop usage, and two electronic versions of the manuals, with all illustrations and parts breakdowns, on CD's or DVD's.
- The portable lifting jack manufacturer shall provide two (2) paper copies, one (1) reproducible master on Mylar, and one (2) electronic versions, of all drawings of the portable lifts and associated equipment

### **25.3.2.2 Truck Turntable**

A truck turntable shall be provided and installed for transferring rail vehicle truck assemblies from a service track to truck storage tracks within the maintenance facility. The truck storage tracks are short tracks located at 90-degree intervals from the axis of the service through track, on which vehicle trucks are stored and maintained. The truck turntable shall be provided in accordance with the following specifications.

- The truck turntable shall have a diameter of 10 feet (120 inches), with a cross-over capacity of 20 tons (40,000 pounds). The cross-over capacity is defined as the capacity of the turntable assembly and mounting structure and foundation as a truck is slowly rolled from one edge of the turntable to the other, as the turntable is rotated, or with the turntable stationary. Additionally, when the turntable is locked in place to the service track, the truck turntable shall be capable of supporting a maximum rolling load transmitted by a complete rail vehicle weighing 70,000 pounds.
- The truck turntable shall be designed and constructed so that the assemblies can be removed as units from the turntable foundation and pit by means of an overhead crane.
- The gap between the truck turntable and the adjacent floor shall not exceed 3/4-inch.
- The truck turntable shall use two cross-tracks, located at 90-degrees to each other, with a rail crossing in the middle. The rail gauge of the cross tracks shall be standard gauge of 4-feet, 8-1/2 inches (56-1/2 inches).
- The rails of the cross track shall mate both vertically and horizontally, with a minimum of free play, with the connecting rails of the service track and the storage track when the turntable is in the locked position.
- When the turntable is in the locked position, and loaded to capacity, there shall be no greater than a 1/8-inch variation in the horizontal and vertical alignment with the connecting rails.
- The gaps between the turntable rails and the connecting rails shall not exceed 3/4-inch under

## **Exhibit A-6 Operations and Maintenance Facility and Permanent Equipment Specifications**

any conditions.

- The truck turntable shall include a diamond patterned 3/4-inch thick steel safety plate deck, the top surface of which shall be even with the top of the rails, The turntable deck shall be capable of supporting wheel loads imposed by a fully loaded fork lift weighing 12,000 pounds.
- The truck turntable plate shall provide access to all bearings, pit drains, and anchor bolts.
- The truck turntable shall be capable of rotating 270-degrees.
- The truck turntable shall include locking pockets located at 90-degree increments. These locking pockets shall lock and the turntable into position for the service track and the storage tracks.
- The truck turntable shall utilize a center bearing design that employs a high-capacity, four-point contact, ball bearing assembly. The assembly shall be properly sized to sustain truck or vehicle crossover and to provide smooth rotation.
- The method of rotation shall be by manual activation, by the use of a telescoping, retractable push-bar, which can be conveniently stowed inside the turntable structure, with access by a small latching door.
- The manual locking bar linkage shall be integrated with the rotating push-bar.
- The truck turntable shall be provided with negative return bonding cables to the track, to the frame and to the turntable to allow rotation of the unit while maintaining the negative return circuit path of the mating rails. The truck turntable shall be insulated from any concrete and reinforcing bars in the adjacent floor and foundation pit walls and from contact with any other metal imbedded in the concrete, except for the running rails.
- The truck turntable manufacturer shall provide the structural analysis and provide design drawings and specifications of the truck turntable foundation, including trim and interface details to the authority that would be suitable for construction bidding. The truck turntable manufacturer shall provide full support to the authority's contractor for the construction and final acceptance of the foundation and associated structures for the turntable.
- A qualified representative of the truck turntable manufacturer shall supervise the installation, start-up, and commissioning of the equipment, ensuring that it is brought on-line quickly and delivers the expected performance.
- The truck turntable manufacturer shall provide full operational and maintenance training, including training manuals, for to up to ten (10) transit authority or other personnel as identified by the transit authority.
- The truck turntable manufacturer shall provide three (3) copies each of the operation and maintenance manual, and the parts manual, suitable bound for shop usage, and two electronic versions of the manuals, with all illustrations and parts breakdowns, on CD's or DVD's.
- The truck turntable manufacturer shall provide two (2) paper copies, one (1) reproducible master on Mylar, and one (1) electronic version, of all drawings of the truck turntable and associated equipment.

### **25.3.2.4 Overhead Monorail Cranes**

The Contractor shall provide and install two (2) Overhead Monorail Crane and Hoist Assemblies in accordance with the following specifications:

- ANSI Standard MH27.1 - 2009 – Specifications for Patented Track Underhung Cranes and

## **Exhibit A-6 Operations and Maintenance Facility and Permanent Equipment Specifications**

Monorail Systems shall apply to the design and installation of the monorail crane insofar as applicable.

- As shown on Exhibit 2-25A1 and 2, the area between the elevated maintenance platforms, identified as Storage Track 4, shall include an overhead monorail crane and wire-rope electrically powered hoist of 1-Ton capacity. This overhead crane is to be used for removing and replacing roof-mounted components, such as traction inverters, braking resistor assemble, pantograph assembly, air conditioner, and the like.
- As shown on Drawing 2-25A1 and 2, the area where car jacking will be performed, Track 1, shall include an overhead monorail crane and wire-rope electrically powered hoist of sufficient capacity to lift the entire motor truck. This overhead crane is to be used for removing and replacing rail vehicle motor truck components, and lifting the entire motor truck, weighing over 9,500 pounds. This area would also be used for removing and replacing components on vehicle equipment and assemblies.
- The cranes shall be installed at a height of 16'-5", which is defined as the distance from the top of the rail (TOR) to the bottom of the crane rail defined below, as shown on Exhibit 2-25A1.
- The crane rail shall be a straight wide flange beam, and shall be installed in the locations shown on Exhibit 2-25A1 and 2 and shall be of the length shown. The crane rail shall be attached between overhead bridge girders in the locations shown. The crane rail shall be level within  $\pm 1/8$  inch.
- The Contractor is responsible for determining the final configuration, size, and details for the attachment of the crane rail system to the existing girders and confirmation via calculations and load ratings that the resulting addition of the cranes, attachments, and crane pick capacities do not reduce the capacity of the affected existing girders to a level less than the current controlling rating for the structure (27 tons or a HS-20 load rating factor at Inventory stress level of 0.75). Any required measures such as reinforcing the girders via cover plates, angles, or otherwise to result in meeting the girder capacity criteria noted above shall be the responsibility of the Contractor.
- The crane rails shall include a 4-conductor, shielded channel-bar electrification system for providing electric power to the traversing and lift motors.
- The crane supplier shall provide all design services to properly size and install the crane, and shall provide construction and installation instructions and oversight, and shall provide inspection and acceptance and certification of the installation.
- The crane supplier shall supply all equipment and attachments for these cranes
- The electric hoists shall be of an ultra-low headroom trolley hoist design, where the hoist body is mounted parallel beside the beam for very low headroom, with a weight mounted opposite the hoist to balance the unit on the monorail crane rail, with the lowest headroom possible, but no greater than 18.9" when utilizing a 6" wide flange, and with a minimum 23-foot lift. The hoists shall be of dual speed, a normal lifting speed of 16 feet-per-minute and a low creeping speed of 5 feet-per-minute.
- The hoist shall include a traversing motor, to operate at a minimum speed of 40 feet-per-minute and a lift motor that shall operate at a lifting speed of 18 feet-per-minute.
- The electric hoists shall utilize a 4-button pushbutton pendant control, with a lift speed selector and with a pendant drop of approximately 12-feet, adjustable.
- The electric hoists shall operate on 230/460 VAC-3 Phase, 60 Hz. and shall include a 20-foot power cord, with plugs included.

## **Exhibit A-6 Operations and Maintenance Facility and Permanent Equipment Specifications**

- Suitable slings and spreader beams shall be provided, including:
  - a. Two (2) telescopic adjustable spreader beams of 2-ton capacity each, with an adjustable spread of 6 feet to 10 feet, where the spread is locked into place by captured pins
  - b. One (1) quadruple leg chain sling saddle ring, with a 12,000 pound capacity in the quadruple leg loading for lifting motor trucks.
  - c. Four (4) two-point wire-ropes load-leveling slings with hooks
  - d. Four (4) adjustable nylon slings, three (3) feet max. length, 1,500 pound capacity.

### **25.3.2.5 Gantry Crane**

One (1) Portable Gantry Crane with a wire rope hoist assembly shall be provided for general use around the maintenance facility in accordance with the following specifications:

- The portable gantry crane shall have an outside width of 10-feet, an overall height of 10-feet, and a tread, or support span, of 78-inches. The portable gantry crane shall include a chain hoist of sufficient capacity for lifting an entire vehicle motor truck.
- The chain hoist shall be electrically powered and shall operate on 230/460 VAC-3 Phase, 60 Hz. and shall include a 20-foot power cord, with plugs included. A traversing motor is not required.

### **25.3.2.6 Power Pressure Washer**

An electrically-powered pressure washer shall be provided. The pressure washer shall have a wash pressure of 3,000 psi at 5.4 gallons-per-minute. The unit shall be electrically powered, with an electric burner and an automatic high temperature shut down (thermo probe) for pump protection. The unit shall be complete with a 50-foot steel braid pressure hose, a trigger gun, a variable pressure wand, and a hardened stainless steel nozzle. The unit shall operate. The unit shall include a cold water bypass system and a cold water blasting system to allow an instant change from hot water to cold water applications. The unit shall include a portable heavy-duty cart assembly with 6" locking casters and push handle.

The unit shall operate on 208/430 VAC, 3-phase, 60 Hz. A 50-foot power cord shall be included.

### **25.3.2.7 Milling Machine**

A vertical milling machine with a 9 by 48 inch table shall be provided. The machine shall be powered by a minimum 3 Hp motor with a variable speed drive from 60 to 4,000 rpm. The milling machine table shall include three (3) 5/8-inch wide longitudinal T-slots on 2-1/2-inch centers.

The unit shall operate on 208/230 VAC, 3-phase, 60 Hz.

### **25.3.2.8 Milling Machine Vise**

Two heavy-duty precision ground manual milling machine vises, with a swivel base, a 2 in jaw height, a 6 in jaw width, and a 6 in jaw opening, shall be provided. The vise and the swivel base shall be of close grained, high tensile cast iron, with precision surfaces ground to close tolerances. The jaw plates shall be hardened and ground tool steel. Mounting lugs shall be included on both the vise and the swivel base for mounting to a machine table with T-bolts. The swivel base shall swivel by 360 degrees, and shall include easy to read divisions. Jaw deflection at 4,000 pounds of clamping pressure shall not exceed 0.001 inch.

### **25.3.2.9 Floor Drill Press**

A 20 inch floor model drill press shall be provided. The drill press shall have a 1-1/2 hp variable

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speed control from 150 to 2,000 rpm shall be provided. The table shall be a minimum of 22 in by 19 in and shall include two (2) 5/8-inch wide T-slots. The table shall be capable of being tilted by a full 90-degrees to either side. The drilling capacity shall be 1-1/2-inch, and tapping capacity of 3/4-inch. The head shall be provided with a No. 3 Morse spindle taper.

The unit shall operate on 115/230 VAC, single phase, 60 Hz.

### **25.3.2.10 Tool Grinder**

A 1-1/2 hp tool grinder with integral dust collector shall be provided. The grinder shall include 7/8-inch diameter arbors for two 10-inch diameter by 1-inch wide grinding wheels. A 36-grit and a 60-grit wheel shall be included. The grinder shall operate on 208/430 VAC, 3-phase, 60 Hz.

A dust control unit, with blower and 1/2 Hp motor, flame retardant cloth dust bag, hose, fittings, and brackets shall be included. The dust control unit shall have a capacity of 440 cubic-feet/minute. The dust control unit shall operate on 115 VAC, single phase, 60 Hz.

### **25.3.2.11 Machinist Vise**

Three heavy duty combination bench vises, with a swivel base, a 3-3/8 in throat, 6-1/2 in jaw width, and a 6 in jaw opening, shall be provided. The vises shall include a pipe jaw and a swivel base with positive locking. Jaws shall be replaceable and shall be of hardened steel, with serrated facings. The swivel base of the vises shall include mounting hardware and be capable of being bolted to the workbenches of Section 25.3.2.14, as advised by DDOT when delivered and installed.

### **25.3.2.12 Truck Repair Stand**

One (1) truck repair stand, used for performing maintenance and repair work on rail vehicle trucks, shall be designed, constructed, and provided. The truck repair stand shall be designed and constructed at a fixed height of between 2 to 4 feet above the shop floor to allow shop personnel to safely perform maintenance, repair and inspection of rail vehicle trucks. The contractor shall perform an analysis to determine the optimum height of the stand to allow shop personnel to inspect and work on the topside and the underside of the truck. The truck repair stand shall support a rail vehicle motor truck of a weight of 10,000 pounds, which will set on rails that are approximately 11 feet long. The ends of the rails shall include stops to prevent the truck from rolling off the end. The truck repair stand shall include means for moving it into location by a fork lift.

### **25.3.2.13 Foreman's Workstation**

One (1) industrial foreman's workstation and stool shall be provided. The workstation shall have a 1-2/4 inch hardwood table top of a minimum of 38 inches deep and 72 inches wide, a five drawer storage cabinet shall be incorporated under the table on the right side, and an electrified riser above the tabletop.

### **25.3.2.14 Workbenches and Stools**

Six (6) heavy duty work benches with a minimum 28 in deep, 60 in width, and 36 in height bench top, shall be provided. The top shall be a minimum 1/4 in steel plate and the legs shall be fixed height heavy angle iron. The work bench shall include a 30-inch wide, 20-inch deep, 6-3/4 inch high lockable drawer with sliding tray and casing, mounted on the left side, and movable on nylon rollers; electrical outlet strips rated at 125 VAC, 15 amperes, and on 12-inch centers; 3-inch high back and end stops; a 12-inch high by 10-inch deep full length riser with shelf, and a full-length 11-inch deep lower shelf. The unit shall be finish painted with gray baked enamel.

Six (6) work stools shall also be provided with the work benches. Stools shall have an 8-inch height adjustment, from 24-inches to 32-inches, in 1-inch increments. Stools shall be outfitted

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with an adjustable backrest, and with gray leatherette cushions, on the seat and the backrest. The unit shall be finish painted with gray baked enamel.

### **25.3.2.15 Storage Cabinets, Racks, and Other**

Various storage cabinets for parts, materials, supplies, safety equipment, compressed gasses, and trash shall be provided as follows:

- **Storage Cabinets:** Six (6) locking double-door gray storage cabinets with industrial shelves shall be provided. The cabinets shall be 24 in deep, 36 in wide, and 82 in tall and shall be constructed from 14 gauge steel, with a capacity of 1,450 pounds per shelf. Doors shall be of steel, with a padlock hasp and hinge plates securely welded to each door. Shelves shall bolt into welded slots, and shall be positioned on 3-inch centers. The cabinet shall set on 4-inch high legs welded to the cabinet, and shall include a base for movement with a fork lift. The cabinets shall be painted gray.
- **Storage Drawers:** Three (3) modular drawer cabinets, 60 in tall, 30 in wide, and 27 in deep, with 9 drawers each with separators, accommodating 144 compartments in total, shall be provided. The drawers shall have minimum usable interior dimensions of 25 in wide and 25 in deep. The heights of the drawers shall increase progressively from approximately 2 inch for the top drawer to 12 inch for the bottom drawer. The cabinets shall be painted gray.
- **Parts Bin Cabinets:** Six (6) parts bin cabinets, each with 72 openings for parts, shall be provided. The cabinets shall be 12 in deep, 36 in wide, and 78 in tall. Three (3) of the cabinets shall provide for 72 openings, 66 openings with a 6 inch height and 6 openings with a 9 inch height. The other three (3) cabinets shall provide for 32 openings, 28 openings with a 9 inch height and 4 openings with a 12 inch height. The cabinets shall be painted gray.
- **Glass Storage Rack:** One (1) harp rack for the storage and handling of glass shall be provided. The rack shall be minimum 48 inches wide, 60 inches long, and 57 inches tall and contain a minimum of 52 grooved slots. The rack shall be constructed with polyethylene covered harp rods to separate the glass sheets and a low friction sliding surface. The rods shall be removable to allow varying thicknesses of glass. The rack shall include four (4) heavy-duty roller bearing casters with brakes, and shall be provided with two caster/floor locks.
- **Windshield Storage Rack:** One (1) harp rack for the storage and handling of curved windshield glass shall be provided. The rack shall be minimum 48 inches wide, 60 inches long, and 57 inches tall and contain a minimum of 24 grooved slots. The rack shall be constructed with polyethylene covered harp rods to separate the glass sheets and a low friction sliding surface. The rods shall be removable to allow varying thicknesses of glass. The rack shall include four (4) heavy-duty roller bearing casters with brakes, and shall be provided with two caster/floor locks.
- **Door Panel Storage Rack:** One (1) harp-style or open-rail-and-post-style rack for the storage and handling of single-leaf and double-leaf vehicle door panels shall be provided. The single-leaf doors are approximately 700 mm (27.5") wide by 1,950 mm (76.8") high. The double-leaf doors are approximately 1,220 mm (48") wide by 1,950 mm high. Door panels are estimated to be 1.5" thick. The rack shall be minimum 48 inches wide, 80 inches long, and 48 inches tall and contain a minimum of 12 grooved slots. The rack shall be constructed with polyethylene covered harp rods, or posts inserted into cross rails, to separate and support the individual door panels, and with a low friction sliding surface. The rods shall be removable to allow varying thicknesses of panels. The rack shall include four (4) heavy-duty roller bearing casters with brakes, and shall be provided with two caster/floor locks.
- **Articulation Bellows Storage Rack:** One (1) rack for the vertical storage of two (2) of the rubber bellows assemblies for vehicle articulated sections shall be provided. The articulation

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bellows assembly is a rubber bellows of approximately 3,200 mm (126") outside height, 2,440 mm (96") outside width, and is 900 mm (35.5") deep). Inside clear dimensions are approximately 2,300 mm (90.5") in height and 1,550 mm (61") in width. Dimensions are approximate, but should be used for sizing the rack. The rack shall include four (4) heavy-duty roller bearing casters with brakes, and shall be provided with two caster/floor locks

- **Bar Stock Rack:** One (1) bar stock rack of 72 inch length with four add-on sections to accommodate stock up to 20 feet long shall be provided. The racks shall be of a single face cantilever style 8 feet tall with 4 racks. Each rack shall be 24 in deep with a rated capacity of 2,500 lbs.
- **Heavy-Duty Pallet Racks:** Two (2) heavy duty pallet racks shall be provided. Each pallet rack shall have a minimum height of 96 inches with at least 3 shelves above the floor. Shelf depth shall be 42 inches with 96 inches between side posts. Each shelf shall be provided with a plywood or oriented strand board (OSB) panel.
- **Shelving Units:** Ten (10) units of closed-back shelving shall be provided. Each section shall be 24 inches deep, 48 inches wide, and 84 inches tall, and shall be constructed of minimum 18 gauge steel. Each section shall be provided with 5 shelves. The shelving shall be painted gray.
- **Flammable Storage Cabinets:** Two (2) flammable storage cabinets with a minimum 45 gallon capacity and self-closing doors shall be provided for storage of flammable liquids. The cabinets shall be 18 in deep, 45 in wide, and 65 in tall and be provided with two interior shelves. The cabinet shall be constructed of all-welded 18 gauge steel, with double wall construction with 1-1/2 inch of insulating air space. The shelves shall be adjustable in height on 1/2-inch centers, and shall be constructed of ribbed galvanized steel, with a load capacity of 225 pounds per shelf. The cabinets shall be in accordance with applicable NFPA and OSHA standards. The cabinets shall be furnished with yellow and red safety color baked enamel finish.
- **Compressed Gas Cylinder Storage Cabinet:** One (1) cabinet for the outdoor storage of compressed gas cylinders in a vertical position shall be provided. The cabinet shall be able to store upright 8-10 compressed gas cylinders. The cabinet shall be of an all-welded steel design, constructed of 13-gauge expanded metal wall panels welded to a heavy angle iron frame, a 12-gauge solid metal floor with gas bottle retentions, legs that are predrilled for mounting to a pad, a 12-gauge solid metal roof that is slanted to the back of the cabinet to prevent water and ice buildup, two (2) swing open expanded metal doors with a padlock hasp, and cylinder retention chains. Minimum size shall be 30 inches wide, 38 inches deep, and 70 inches tall. The cabinet shall be furnished in yellow and red colors and be provided with safety placards reading "No Smoking" and "Fuel Gasses".
- **Oil Drum Storage:** Two (2) high profile oil drum storage lockers, each capable of storing two (2) 55 gallon drums with attached hand pump, and with a 88 gallon sump, shall be provided. The lockers shall be 34 inches wide, 60 inches long, and 64 inches wide, fabricated from polyethylene, and provided with a weatherproof cover.
- **Waste Refrigerant Drum Storage:** One (1) steel unlined 55 gallon refrigerant salvage drum, with a plain cover retained by a metal band and bolt, plain body shall be provided. The drum shall be painted yellow and labeled "Hazardous Material – Refrigerant Waste Oils"
- **Waste Oil Drum Storage:** One (1) steel unlined 55 gallon refrigerant salvage drum, with a plain cover retained by a metal band and bolt, plain body shall be provided. The drum shall be painted yellow and labeled "Hazardous Material –Waste Oils"
- **Steel Containment Pallet:** One (1) steel containment pallet for spill protection containment and storage shall be provided. The unit shall have an 11,000 pound load capacity and shall

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be capable of holding four (4) steel containment drums, and shall be constructed of all-welded 12-gauge galvanized steel, specifically designed as a holding area for waste drums, with a 1" thick removable steel floor grating and forklift channels for mobility. The unit shall be primed and painted with a corrosive-resistant urethane paint.

- **Fork Mounted Oil Drum Gripper:** One (1) oil drum gripper shall be provided. When mounted on fork lift forks and lowered around an oil drum, it shall grip tightly around the drum, with the weight of the drums holding the gripper jaws in place. When the forks are lowered, the gripper shall release. The gripper shall be of welded steel and shall be capable of lifting a full oil drum weighing 1,500 pounds when attached to a fork lift. The gripper shall have a powder coat yellow finish.
- **Wagons:** One (1) steel deck wagons, with 6-inch steel sides, and a 2,000 pound capacity, shall be provided. The wagon shall be 24 inches wide and 48 inches long, with a deck height of 19 inches with 12 inch diameter pneumatic tyre wheels.
- **Service Carts:** Two (2) steel service carts shall be provided. The service carts shall include two (2) shelves, each of which shall be of 1,200 pounds capacity, for a total cart capacity of 2,400 pounds, with a 1-1/2 up-facing shelf lip along all edges. The cart shall be 24 inches wide and 36 inches long, with an overall height of 35 inches with wheels, and shall include a push handle. The cart shall be mounted on 4 wheels, which shall include 2 rigid and 2 swivel casters of urethane material. The cart shall have a gray baked enamel or baked powder coated finish.
- **Dump Hopper:** One (1) steel tilt-forward dump hopper constructed from minimum 3/16 in plate steel with pockets for a fork lift shall be provided. The hopper shall be mounted on 4 (2 rigid and 2 swivel) steel casters and shall have a minimum capacity of 3 cubic yards in volume and 8,000 lbs in weight. The dump hopper shall be 73 inches long, 63 inches wide, and 61 inches high, and shall include a 2-piece steel cover, with a fixed back cover and center hinge. The dump hopper shall have a green baked enamel or baked powder coated finish.
- **Trash Cans:** Eight (8) 44 gallon capacity heavy duty industrial grade yellow trash cans shall be supplied.
- **Tool Box with 8 Drawers:** One 8-drawer, multi-purpose roller cabinet, shall be provided. The cabinet shall have dimensions of approximately 36 inches wide, 22 inches deep, and 43 inches high. The eight drawers shall include 4 of a 2-1/8 inch height at the top, 3 of a 4-1/2 height, and one of 8-3/4-inch height at the bottom. The cabinet shall include ball bearing drawer slides, heavy-duty side handles, 5-inch by s-inch heavy duty casters, with 2 swivel with locks and 2 fixed. The cabinet shall include a protective liner in each drawer, a lock with 2 leys, and a red powder coat finish.
- **Tool Box with 6 Drawers and Compartment:** One 6-drawer, multi-purpose roller cabinet, with cabinet and 2-drawers, shall be provided. The cabinet shall have dimensions of approximately 40 inches wide, 18 inches deep, and 41 inches high. The cabinet shall include one full-width drawer at the top of 4-1/8-inches deep. The remaining 5 drawers shall be of a 21-1/2-inch width. From top to bottom, there shall be 1 drawer with a 2-inch height, 2 with a 3-1/8 inch height, and 1 each with a 6-inch, and 9-1/2-inch height respectively. The cabinet shall also include one 12-inch wide by 24-1/3-inch high compartment on the right side, which contains 2 3-inch deep drawers. The cabinet shall include ball bearing drawer slides, heavy-duty side handles, 5-inch by s-inch heavy duty casters, with 2 swivel with locks and 2 fixed. The cabinet shall include a protective liner in each drawer, a lock with 2 leys, and a red powder coat finish.

**25.3.2.16 Safety Equipment**

Various safety equipment for maintenance facility personnel shall be provided in the quantities and types listed.

- **Hard Hats:** 10 hard hats shall be provided. Safety hats shall be of a trim profile with a cushioned washable sweatband, a yellow high density polyethylene shell, a 4-point suspension and fully adjustable with either secure pin locks or sure-lock ratchet suspensions, and molded accessory slots.
- **Safety Harness and Fall Protection:** Five sets of safety harness and fall protection shall be provided. Safety harnesses and fall protection shall be of polyester and nylon webbing, with shoulder straps, chest straps, and leg straps, each with quick-disconnect buckles. A padded back with D-ring shall be provided to keep the worker upright. The safety harness and fall protection shall meet all applicable ANSI, OSHA, and CSA requirements.
- **Safety Glasses:** 100 pair of safety glasses shall be provided. Safety glasses shall have a single polycarbonate lens, a durable lightweight frame, with adjustable templates. Safety glasses shall meet all applicable ANSI Z87.1 standards
- **Eye Wash Station:** Two (2) plumbed eye wash station shall be provided. One plumbed eye-wash station shall be located at the car cleaning stations where chemicals are in use, and the other shall be located near the truck repair area where chemicals and oils are in use. The eye wash stations shall be permanently connected to a source of potable, tempered water. The desirable and generally accepted range for tempered water is 60°F - 95°F (15°C - 35°C). The eye-wash stations shall be positioned 33 to 45 inches from the floor, 6 inches from a wall, with a flow rate of 0.4 gallons per minute at 30 psi for 15 minutes. The valve shall activate in 1 second or less, and shall stay open until manually shut off. The eye wash stations shall be located in an area that requires no more than 10 seconds to reach, and shall be in a well-lit area and identified with a sign. The eye wash stations shall meet the requirements of ANSI Z358.1-2004 standards, shall be ADA compliant, and comply with applicable OSHA standards.
- **First Aid Stations:** Two (2) first aid stations, each suitable for servicing 25 people, shall be provided. The first aid kits shall be wall mounted, and shall have a steel case with a weatherproof gasket.

**25.3.2.17 Parts Washer**

A free-standing parts washer with a 40 gallon per minute flow rate and a 16 gauge steel tank with cover shall be provided. The unit shall be mounted on metal lockable caster wheels and shall include a 40-gallon cleaning solution tank with a solvent filter and a bottom drain, and an in-tank agitator, a pistol-grip spray nozzle, a flexible metal flushing hose, with a selector valve to allow the use of the pistol grip, flush hose, or agitator, individually or all three together.

The unit shall include a cover with a fusible safety link to close the cover in the event of a fire, an abrasive-resistant pump with a capacity of 40 gallons-per-minute, two adjustable internal work shelves, an internal metal grate to support soaking parts above the sludge level, a sludge collection basket, and an external drain shelf, where drained cleaning solution drains back into the reservoir.

The unit shall operate on 115 VAC, Single Phase, 60 Hz.

**25.3.2.18 Refrigerant Evacuation and Recharge Equipment**

A fully automatic unit that enables the leak testing, vacuum draw, and refrigerant charge and recovery on the vehicle's R-134A air conditioning system shall be provided. The unit shall be fully compliant with SAE J2788 Standards. The unit shall be programmable and shall

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automatically perform refrigerant recover, drawing of a vacuum, leak testing, and refrigerant charging, without further operator attention or action. The unit shall include the following features:

- **Vacuum Leak Test:** Monitors the vacuum level after an evacuation, and informs the maintenance technician of a possible leak in the vehicle's A/C system.
- **Automatic Refrigerant Refill:** Maintains a user selectable amount of refrigerant in an internal vessel, and alerts the operator when it's time to change the supply tank, without any other refrigerant monitoring or weighing being required.
- **Automatic Air Purge:** Eliminates any damaging air in the system without the need to monitor gauges or open valves.
- **Automatic Oil Drain:** The unit shall automatically drain any system oil captured during recovery, and shall display a reminder to empty the bottle. Graduations on the container shall clearly show how much oil needs to be replaced.
- **Refrigerant Charging:** A charge mode shall be able to be selected from either the high side, low side, or both.
- **Refrigerant Management Systems:** The displays shall show refrigerant use and shall monitor the remaining filter life. The display shall include an alert when 1/3 of filter life remains.
- **Vacuum Function:** The vacuum time shall be programmable up to 99 minutes, with a default to 15 minutes. The vacuum time set, and that remaining, shall be displayed on the screen.

### **25.3.2.19 Glass Lifter**

A vacuum lifter for lifting and installing glass windows and windshields shall be provided. The unit shall be capable of lifting glass panels of dimensions 6 ft by 8 ft and weighing up to 1,000 Lbs. The lifter shall be provided with an electric vacuum pump, powered tilt mechanism, and a minimum of 4 non-marking suction pads.

### **25.3.2.20 Rerailing Equipment**

The Contactor shall furnish rerailing equipment that shall consist of a set of portable components and accessories that can be easily transported to a derailment location by a van truck and quickly set up for operation. The equipment shall use hydraulic pressure jacks for raising and lowering, and double-acting hydraulic pressure ram for traversing, all with millimeter accuracy.

The rerailing equipment shall include the following design features:

- Double-acting hydraulic re-pressure system (30 MPa)
- Fully controllable lifting, lowering, pushing, pulling, accurate to the mm.
- High stability of jacks under load due to integrated bottom flange
- Hydraulically releasable return valves to secure the load against accidental lowering in event of pressure loss (e.g., hose severance)
- Protection of the jacks against overload or misoperation by means of two integrated overload valves per jack
- Jerk-free operation of the jacks even under full load
- Reduced wear due to roller- burnished and hard-anodized contact surfaces
- Computer-calculated designs and use of high-strength light-metal alloy
- Extensive, integrated range of lifting jacks covering all normally occurring types of application

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- Reliable and safe functioning of the system even at extreme temperatures from -40 °C to +70 °C
- Easy and fast connection of individual components by means of manually connectable threaded hose couplings with positive color coding
- No oil leakage during coupling or uncoupling of the jacks
- Coupling and uncoupling is also possible under load
- Lightweight rerailling bridges made from computer- calculated profile sections with optimized static and dynamic properties
- The entire system can be operated by one man from the control unit which means that personnel need not enter the load area
- Integrated control "dead man control" which ensures that each control valve immediately and automatically goes into the neutral position as soon as the operator releases the lever, this is essential for safety reasons.
- Hydraulically operated rescue gear (cutters, spreaders) by connecting to a pump with its own drive (combustion engine or electric motor)
- All components of the system have been weight-optimized and are therefore light and compact

The rerailling equipment shall be supplied by a qualified manufacturer of such equipment. The following manufacturers are considered as qualified and approved equals:

Hegenscheidt-MFD  
BEMCO Hydraulics Ltd.  
Lukas Hydraulic GmbH

The rerailling equipment shall include the following basic components:

### **Engine Driven Hydraulic Pump:**

A portable gasoline-engine driven pump shall be provided to continuously generate the required hydraulic operating pressure.

The engine shall be a 4-stroke, 11 horsepower (8.1 kw), gasoline engine, with a battery-operated electric starter. The unit shall include an engine, fuel tank, starting battery, Hydraulic pump, hydraulic connections, engine controls, resting feet, and carrying and lifting handles, and shall weigh no more than 210 pounds (95 kilograms).

The hydraulic pump shall have an output of 19 pints/minute (8.8 liters/minute), with an oil capacity of 18 gallons (68 liters)

The unit shall be Hegenscheidt-MFD Part Number 02-4000, or an approved equal.

### **Hand Pump:**

A hand pump shall be provided as emergency equipment to allow the use of the jacks in those cases where the engine-driven pump is not available.

The hand pump shall deliver the same operating pressure as the engine driven pump, and shall include 3 hydraulic connections, 35 cubic-cm double stroke output, 5.28 gallon oil capacity, and shall weigh 154 lbs (70 kg).

The unit shall be Hegenscheidt-MFD Part Number 02-1320, or an approved equal.

**Control Unit:**

A control unit shall be provided as the central point from which all movements of the re-railing process (lifting, lowering, pushing, pulling, and traversing) are controlled and monitored.

The control unit shall be designed and constructed to allow four separate hydraulic devices to be connected to the control unit and controlled by individual control valves through a control block.

The control unit shall include a hood to protect the valves and all other hydraulic components, and shall include a storage compartment for manuals and small tools. The control unit shall include a lifting handle and legs.

The unit shall be Hegenscheidt-MFD Part Number 03-1004, or an approved equal.

**Telescopic Lifting Jack:**

Two (2) telescoping jacks, including two (2) stacking sets for extending the jack stroke in a step-by-step fashion, and two (2) lever forks for inserting and removing the stacking set components, shall be provided for lifting rail vehicles.

The telescoping lifting jacks shall each be 9-3/4 inches (250 mm) in height and have a 54 ton (480 kilo-newtons) lifting capacity. Each jack shall include two (2) pistons, one within the other, with the first piston having a 4-3/4 inch (122mm) lifting stroke, and the second piston having an additional lifting stroke of 4-1/4 inch (108 mm).

The jacks shall be designed for safe and jerk-free operation, and shall each include a releasable return valve, mounted directly in the fixed integrated base. In addition, each jack shall be fitted with a safety valve to prevent the load from dropping in the event of a hose failure or a sudden drop in hydraulic pressure.

The stacking set designed specifically for these jacks shall give each jack a 3-3/4 inch (84 mm) extension, and each set shall consist of four (4) cylinder stacking rings, each of 3-1/2 inch (90 mm) in height, and four (4) piston plates, each of 3-1/2 inch (90 mm) in height.

Two (2) lever forks for inserting and removing stacking rings and piston plates into position on the jacks, without the need for placing hands or fingers in the area, shall be included.

The units shall be Hegenscheidt-MFD Part Number 04-1041 for the jacks, and 04-1044 for the stacking sets, or an approved equal.

**Low Profile Lifting Jack:**

One (1) low-profile lifting jack, including one (1) stacking set for extending the jack stroke in a step-by-step fashion, and one (1) lever fork for inserting and removing the stacking set components, shall be provided for lifting rail vehicles in tight space conditions.

The low-profile lifting jack shall each be 5-1/2 inches (140 mm) in height and have a 128 ton (1,140 kilo-newtons) lifting capacity. The jack shall include a single piston, with a 1-5/8 inch (41mm) lifting stroke.

The stacking set for this jack shall give the jack a 3-1/4 inch (84 mm) extension, and shall consist of four (4) cylinder stacking rings, each of 13/16 inch (21 mm) in height, and four (4) piston plates, each of which are 13/16 inch (21 mm) in height.

The units shall be Hegenscheidt-MFD Part Number 04-1125 for the jack, and 04-1126, for the stacking set, or an approved equal.

**Rerailing Bridges:**

Three (3) rerailing bridges, which will allow a lifted rail vehicle to be laterally moved into position and aligned with the track by the use of roller units and a traversing jack, shall be provided.

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Two (2) of the bridge sections shall be 7 inches (180 mm) in height, with one section 130 inches (3,300 mm) long, and one section 47 inches (1,200 mm) long.

One (1) bridge section shall be 3-3/5 inches (95 mm) in height, and shall be 88 inches (2,250 mm) long.

Rerailing bridges shall be constructed of hollow extrusions of high-strength, light-metal alloy, with a surface treatment to prevent corrosion. Bridge sections shall meet or exceed the following load bearing capacity requirements:

Bridge Capacity	Load Bearing Capacity for Bridge Heights	
	3-3/4 in (95 mm)	7 in (180 mm)
Loaded over free span of 60 in (1,500 mm)	22,480 lbs (100 kN)	134,885 lbs (600 kN)
Continuously supported over length	134,885 lbs (600 kN)	269,770 lbs (1,200 kN)

Rerailing bridges shall be equipped with four (4) retractable handles each, which can be pushed out of the way. The top surface of the rerailing bridges shall be provided with equally spaced, drilled holes so allow the insertion of counter supports for traversing jacks.

Rerailing bridges shall each include set of profiled plate bridge couplings, with fastening hardware, for joining the bridge section to another, for increased length. One set shall include a coupling section for each side of the bridge section. In all, three (3) sets of couplings shall be provided.

The units shall be Hegenscheidt-MFD Part Numbers: 05-2330 for the 180 mm high, 3300 mm long bridge, 05-2120 for the 180 mm high, 1200mm long bridge, 05-2000 for the 2-sets of 180 mm high couplings, 05-1225 for the 96 mm, 2250 mm long bridge, and 05-1000 for the 1-set of 95 mm high couplings, or an approved equal.

### **Roller Carriages:**

Two (2) roller carriages, with integral but detachable rotating and sliding plates to compensate for arc movement as a rail vehicle is moved to the side, shall be used for traversing the rerailing bridges under load, shall be provided.

The maximum load rating of each roller carriage shall be 67.5 tons (600 kN) and the maximum height of the roller carriage with plate attached shall be 4 inch (101 mm).

The roller carriages shall include two (2) retractable handles, one on each side, and shall be fitted with stops to prevent the carriages from sliding off the rerailing bridges.

The roller carriages shall include a pocket on each end to accommodate a traversing jack or a distance bar.

The units shall be Hegenscheidt-MFD Part Number 05-1046 or Part Number 05-2062 with plate, or an approved equal.

### **Traversing Jack:**

A double-action traversing jack to provide pushing or pulling forces for traversing the rerailing bridges shall be provided.

## **Exhibit A-6 Operations and Maintenance Facility and Permanent Equipment Specifications**

The traversing jack shall have a pushing force of 13.5 tons (120 kN), and a pulling force of 6-3/4 tons (60 kN).

The unit shall be Hegenscheidt-MFD Part Number 05-0011, or an approved equal.

### **Distance Bar:**

A distance bar for coupling two roller carriages together shall be provided.

The distance bar shall have a minimum length of 40 inches (1,023 mm), and a maximum length of 75 inches (1,904 mm), and shall be continuously adjustable in length in between.

The unit shall be Hegenscheidt-MFD Part Number 05-5001, or an approved equal.

### **Single Counter Support:**

A single counter support, to be inserted into the drilled holes in the rerailing bridges for holding the traversing jack in place and supporting its loads shall be provided.

The unit shall be Hegenscheidt-MFD Part Number 05-4001, or an approved equal.

### **Axle Pusher Unit:**

An axle pusher unit, to be used in combination with the traversing jack for moving a wheel resting on top of the rail on its flange, shall be provided.

The axle pusher unit consists of two retaining metal ropes, with hooks and bolts, together with a crossbeam of light metal alloy. The hooks attach to the rail at the gauge side, and the foot of the traversing jack is placed against the crossbeam. The ram of the jack is placed against the wheel, and the hydraulic pressure extends the jack, pushing the wheel across the railhead into position.

The rope length shall be 60 inches (1,500 mm), and the crossbeam width shall be 12 inches (300 mm).

The unit shall be Hegenscheidt-MFD Part Number 09-1000, or an approved equal.

### **High Pressure Connection Hoses and Couplings:**

High-pressure hoses, bound in a pair as a set, shall be provided for connecting the pump, the control unit, and the jacks. The hoses shall include screw couplings at each end, which shall include oil retaining valves so that oil leakage is prevented when hoses and hydraulic components are disconnected.

The burst pressure of the hoses shall be at least 4-times the system pressure.

Each hose set shall be 16 feet long, or 32 feet long, as ordered.

The following lengths of hoses shall be provided:

16-foot length:	4 sets
32 foot length:	2 sets

Six (6) single hose couplings, each with an integral stop valve, shall be provided for connecting sets of hoses.

The unit shall be Hegenscheidt-MFD Part Number 09-2005 for the 16-foot long hoses, 09-2010 for the 32-foot long hoses, and 09-2101 for the hose coupling with stop valve, or an approved equal.

**Exhibit A-6 Operations and Maintenance Facility and Permanent Equipment Specifications**

**25.4 Deliverables**

Unless otherwise indicated, all deliverables shall be submitted in both electronic format and hardcopy format. Electronic submittals shall be done in Adobe Acrobat (.PDF) files. At a minimum, the Contractor shall submit the following to DDOT:

Deliverable	For Approval	Number of Copies		Submittal Schedule	Reference Section
		Hardcopy	Electronic		
Equipment Product Cut Sheets	✓	5	1	At least 30 Days prior to Installation	25.3.1.1
Equipment Operations and Maintenance Manual and Parts Manual		5	2	At least 30 Days prior to Final Acceptance	25.3.2
Equipment Drawings		2 + 1 Mylar Reproducible	1	At least 30 Days prior to Final Acceptance	25.3.2
Mobile Office Trailer Shop Drawings	✓	5	1	At least 30 Days prior to Installation	25.3.1.2



Exhibit A-7- LIST OF SPECIAL TOOLS

INEKON GROUP, a.s.

Num	Pcs	Item Description	Manufacturer's type	Manufacturer	ID	Pcs Delivered	Date of Shipment
1	1	Tool for Pressing in of Rubber Spring		Inekon Trams	Pmz 0012-00		
2	1	Ruler		Inekon Trams	Pmz 0013-00		
3	1	Tool for Pressing of KWD Coupling		Inekon Trams	Pmz 0014-00		
4	1	Tool for Dismantling of KWD Coupling		Inekon Trams	Pmz 0015-00		
5	8	Wedges for Truk Adjustment		Inekon Trams	Pmz 0031-00		
6	8	Wedges for Body Adjustment		Inekon Trams	Pmz 0032-00		
7	1	Axle Bearing Cover Dismantling Tool		Inekon Trams	Pse 0035-00		
8	4	Fixing Rod		Inekon Trams	Pse 0038-00		
9	4	Roof Fixing Rod		Inekon Trams	Pse 0039-00		
10	4	Articulation Fixing Rod		Inekon Trams	Pse 0040-00		
11	12	Lifting Pin		Inekon Trams	Pse 0042-00		
12	1	Driver for Car Retrucking		Inekon Trams	Pse 0047-00		
13	8	Threading Bolts for Hydraulic Legs		Inekon Trams	Pmz 0062-00		
14	1	Jig for Emergency Suspension Assembly		Inekon Trams	Pse 0063-00		
15	1	Tire Dismantling Tool	SW V60	SAB WABCO	Pse 0065-00		
16	1	Tool for Dismantling of Outer Fan	B12290	VUES BRNO	Pse 0066-00		
17	1	Tool for Dismantling of TM B Bearing	B12291	VUES BRNO	Pse 0067-00		
18	1	Tool for Dismantling of Spacing Ring	B12292	VUES BRNO	Pse 0064-00		
19	1	Tool for Dismantling of TM A Bearing	B12293	VUES BRNO	Pse 0068-00		
20	1	Tool for Dismantling of Inner Fan	B12294	VUES BRNO	Pse 0069-00		
21	1	Sensor tester	ST-12.32	Mesit	Pse 0074-00		
22	1	Test Generator	TG 12.32	Mesit	Pse 0075-00		
23	1	Portable test interrogator (TWC)	P/N 44.340.061 PK-HCS-	Hanning and Kahl			
			R1-FI				



**SPARE PARTS LIST for WMATA Streetcar Vehicles No. 1-3 - Initial Scope**

**1 BODYCASE**

Num	Pcs	Item Description	Manufacturer's type	Manufacturer	ID	Unit Price	Total Price	Pcs Delivered	Date of Shipment
1	1	Articulation Bellow		Huebner	4865	9,561.00	9,561.00		
<b>Sub-total</b>							<b>9,561.00</b>		

**3 DOORS**

Num	Pcs	Item Description	Manufacturer's type	Manufacturer	ID	Unit Price	Total Price	Pcs Delivered	Date of Shipment
1	4	Door Glass (two panel door)	25-351-0048-301	Bode	5438	75.00	300.00		
2	4	Door Glass (single panel door)	25-351-0047-301	Bode	3008	75.00	300.00		
3	1	Door Panel Complete - Left	25-310-0382-102	Bode	17184	2,590.00	2,590.00		
4	1	Door Panel Complete - Right	25-310-0382-202	Bode	17186	2,195.00	2,195.00		
5	1	Door Panel Complete - Single Door	25-310-0381-202	Bode	17190	2,855.00	2,855.00		
6	2	Door sensitive edges for door left leaf	25-356-0067-101	Bode	21822	395.00	790.00		
7	2	Door sensitive edges for door right leaf	25-356-0067-201	Bode	21817	375.00	750.00		
8	2	Door sensitive edges for crew door &	25-356-0067-202	Bode	21818	395.00	790.00		
<b>Sub-total</b>							<b>10,570.00</b>		

**5 LIGHTING**

Num	Pcs	Item Description	Manufacturer's type	Manufacturer	ID	Unit Price	Total Price	Pcs Delivered	Date of Shipment
1	1	Overhead Lights - Complete Set		Teknoware	13230,4844	10,965.00	10,965.00		
2	1	Bulb			4841,4842	1.00	1.00		
<b>Sub-total</b>							<b>10,966.00</b>		

**6 AUXILIARY ELECTRICAL EQUIPMENT**

Num	Pcs	Item Description	Manufacturer's type	Manufacturer	ID	Unit Price	Total Price	Pcs Delivered	Date of Shipment
1	1	Pantograph	EPDE 02-2600	Lekov	3750	14,790.00	14,790.00		
2	1	Lighting Arrestor			12256	1,550.00	1,550.00		
<b>Sub-total</b>							<b>16,340.00</b>		

**8 TRUCK**

Num	Pcs	Item Description	Manufacturer's type	Manufacturer	ID	Unit Price	Total Price	Pcs Delivered	Date of Shipment
1	1	Truck		INEKON		133,700.00	133,700.00		
2	6	Tire	P-3-106128A	SAB - Wabco		2,445.00	14,670.00		
3	12	Resilient Mount	V-60	Sab - Wabco	16238	500.00	6,000.00		
<b>Sub-total</b>							<b>154,370.00</b>		

**10 COMMUNICATION**

Num	Pcs	Item Description	Manufacturer's type	Manufacturer	ID	Unit Price	Total Price	Pcs Delivered	Date of Shipment
1	1	Communication control Unit (Vehicle Acoustic Controller)	5200 0000 0063	Meister	13831	2,500.00	2,500.00		
2	1	Interior Next Stop Sign		Meister	12333	365.00	365.00		
3									
<b>Sub-total</b>							<b>2,865.00</b>		

**11 INTERIOR & EXTERIOR APPOINTMENTS**

Num	Pcs	Item Description	Manufacturer's type	Manufacturer	ID	Unit Price	Total Price	Pcs Delivered	Date of Shipment
1	4	Interior Windscreen			882	35.00	140.00		
2	1	Windschild	1241400	Pilkington	11972	1,465.00	1,465.00		
3	1	Fiberglass Front End							
4	1	Front End Fiberglass Mask	1209101	SAVEA	11710	3,250.00	3,250.00		
5	1	End Fiberglass Cover	1220200	SAVEA	12100	430.00	430.00		
6	2	Locking Sheet	1220204	SAVEA	12091	430.00	430.00		
7	1	Cover Complete	142413	Inekon	908	3.00	6.00		
8	1	Anticlimber Cover	1248212	SAVEA	12417	295.00	295.00		
9	1	Anticlimber Cover - Right	0142203	SAVEA	892	235.00	235.00		
10	1	Anticlimber Cover - Left	0142204	SAVEA	901	235.00	235.00		
11	1	Anticlimber Cover	0142205	SAVEA	903	365.00	365.00		
12	2	Coupler Cover	0142206	SAVEA	909	395.00	395.00		
13	1	Outside Mirror	Z-400/2		1575,1576	39.00	78.00		
14	1	Seats		Inekon	12572,12576	3,870.00	3,870.00		
14	1	Seat Fabric - 95 meters		Lanthal	16778	8,650.00	8,650.00		

Exhibit A-8 List of Spare Parts

INEKON GROUP, a.s.

15	1	Seal Complete		AIR	12718	325.00	325.00		
16	1	Seal Complete		AIR	12724	565.00	565.00		
17	1	Seal Complete		AIR	12722	525.00	525.00		
18	1	Seal Complete		AIR	12728	525.00	525.00		
19	1	Seal Complete		AIR	12726	325.00	325.00		
		<i>Interior Linings and Moldings</i>							
20	4	Extension RAL 7035	0121422=1	SAVEA	9836	45.00	180.00		
21	1	Shell - right	0113203=1	SAVEA	2308	215.00	215.00		
22	1	Shell - left	0113203=2	SAVEA	2309	215.00	215.00		
23	4	Lining Panel RAL 7035	0121201	SAVEA	3496	585.00	2,340.00		
24	2	Lining Panel RAL 7035	0121203	SAVEA	3501	575.00	1,150.00		
25	2	Portal Lining RAL 7035	0121210=1	SAVEA	4249	495.00	990.00		
26	2	Portal Lining RAL 7035	0121210=2	SAVEA	4250	495.00	990.00		
27	2	Portal Lining RAL 7035	0121211=1	SAVEA	4252	185.00	370.00		
28	2	Portal Lining RAL 7035	0121211=2	SAVEA	4253	185.00	370.00		
29	2	Portal Lining RAL 7035	0121212	SAVEA	4257	125.00	250.00		
30	2	Door Post Cover KZ RAL 7035	0121241	SAVEA	5188	380.00	760.00		
31	4	Lining Panel RAL 7035	0121301	SAVEA	3508	665.00	2,660.00		
32	2	Portal Lining RAL 7035	0121311=1	SAVEA	4261	599.00	1,198.00		
33	2	Portal Lining RAL 7035	0121313=1	SAVEA	4284	297.00	594.00		
34	2	Portal Lining RAL 7035	0121313=2	SAVEA	4285	297.00	594.00		
35	2	Portal Lining RAL 7035	0121315	SAVEA	4287	149.00	298.00		
36	2	Door Post Cover S RAL 7035	0121340=1	SAVEA	5185	365.00	730.00		
37	2	Door Post Cover S RAL 7035	0121340=2	SAVEA	5187	365.00	730.00		
38	2	Door Post Cover SZ RAL 7035	0121341=2	SAVEA	5184	359.00	718.00		
39	4	Cap RAL 7035	0121413	SAVEA	4289	15.00	60.00		
40	4	Cap RAL 7035	0121520	SAVEA	4290	39.00	156.00		
41	2	Cover RAL 7035	0128202=1	SAVEA	2874	220.00	440.00		
42	2	Cover RAL 7035	0128203	SAVEA	2876	329.00	658.00		
43	2	Cover RAL 7035	0128205=1	SAVEA	2878	340.00	680.00		
44	2	Cover RAL 7035	0128205=2	SAVEA	2879	340.00	680.00		
45	4	Cover RAL 7035	0128207	SAVEA	2832	329.00	1,316.00		
46	2	Cover RAL 7035	0128212=1	SAVEA	4761	369.00	738.00		
47	2	Lining Panel RAL 7035	122102=2	SAVEA	12258	625.00	1,250.00		
48	2	Lining Panel RAL 7035	122102=2	SAVEA	12259	625.00	1,250.00		
49	2	Portal Lining RAL 7035	1221330	SAVEA	12255	565.00	1,130.00		

50	2	Portal Lining RAL 7035	1221342	SAVEA	12379	375.00	750.00			
51	2	Cover RAL 7035	1221343	SAVEA	12376	98.00	196.00			
52	2	Door Cover R RAL 7035	1228221	SAVEA	13371	655.00	1,310.00			
53	2	Door Cover SI RAL 7035	1228320	SAVEA	13326	789.00	1,578.00			
54	2	Door Cover S RAL 7035	1228321	SAVEA	13369	789.00	1,578.00			
55	2	Ceiling Lining	1227249	SAVEA	14441	560.00	1,120.00			
56	2	Ceiling Lining	1227250a	SAVEA	14439	560.00	1,120.00			
57	1	Ceiling Lining	1227269=1a	SAVEA	12671	456.00	456.00			
58	1	Ceiling Lining	1227269=2a	SAVEA	14437	456.00	456.00			
59	3	Return Air Grills		Inekon	14878	425.00	1,275.00			
60	1	Interior Equipment Access Cover		Inekon	12397, 12398,	479.00	479.00			
Sub-total							56,137.00			

**12 MISCELLANEOUS TEST EQUIPMENT**

1	2	Portable test lap-tops - PTU programmed to operate all train software			S0016	4,886.00	9,772.00			
2	1	Hydraulic Filling and Flushing cart	SA-4-100-7,5kW	Ulbrich	21420	45,625.00	45,625.00			
3	2	Wrench for Friction Brake Release	C76411	KNORR Brake	Pkm 0070-00	275.00	550.00			
4	1	ECU test adapter ESRA	STN - 26815	Knorr		768.00	768.00			
5	1	Coding connector FSK	STN - 27856	Knorr		499.00	499.00			
Sub-total							57,214.00			

Exhibit A-8 List of Spare Parts

INEKON GROUP, a.s.

**Total price** **318,023.00**

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**J.10**  
**Becoming an Apprenticeship Sponsor**



# **Becoming an Apprenticeship Sponsor**

## **What is Apprenticeship?**

Registered Apprenticeship is a highly flexible training system that combines on-the-job learning and related classroom instruction, in which employees receive technical and practical training in numerous occupations in various industries. It offers a proven methodology that allows employers to establish the standards of proficiency required of its professionals.

Almost 80% of jobs now require some postsecondary education and training. Over 62% of the new jobs require on-the-job learning and experience. That approach, coupled with occupation-specific instruction, represents the defining principles of Registered Apprenticeship. An apprenticeship sponsor's investment in building a strong workforce delivers a powerful economic boost to the company, the community and to our nation.

## **What are the benefits to Employers?**

- Employers have a proven process for imparting the knowledge and skills of experienced personnel to new employees;
- Establish a greater workforce competency and productivity;
- Establish partnerships with certification and licensing agencies;
- Establish a valuable asset in the recruitment and retention of a highly qualified workforce.

## **What are the benefits to Employees?**

- Receive on-the-job learning under the guidance of experienced and qualified craftsworkers.
- Receive occupation-specific education/technical instruction.
- Receive training and certifications that meet industry/business standards.
- Have opportunities to receive education, develop skills, and gain experience that enable them to advance in their careers.

## **How to become an Apprenticeship Sponsor with the D.C. Apprenticeship Council**

An apprenticeship sponsor can be an individual employer, employer association or partnership between employers and labor unions (public and private). Employers and organizations applying for apprenticeship registration must develop apprenticeship standards, which is a written plan, embodying the terms and conditions for the employment, training and supervision of apprentices according to apprenticeship regulations. The D.C. Office of Apprenticeship staff is available to provide the necessary guidance and technical assistance in developing the required apprenticeship standards for approval consideration. The

Apprenticeship Office staff also will conduct a workforce site analysis of the potential apprenticeship sponsors' facilities and workforce.

**Mandatory Apprenticeship Requirement**

Although registering apprenticeship programs is voluntary for all industries, the District of Columbia has a mandatory apprenticeship registration law known as D.C. Law 2-156. Any prime contractor, subcontractors, including tier-subcontractor whose contract amount is \$500,000 or more on a single contract or cumulative contracts within a twelve month period must register an apprenticeship program with the D.C. Apprenticeship Council. The mandatory apprenticeship requirement applies to new construction, renovation and information technology work on all District government assisted projects, including First Source. Thirty-five percent (35%) of apprenticeship hours worked on any government assisted project must be performed by District of Columbia residents.

**What are Apprenticeship Standards?**

A set of Apprenticeship standards is an organized and written plan, embodying the terms and conditions for employment, training and supervision of one or more apprentices. Apprenticeship standards also can include one (1) or more occupations along with a work-process, outlining the skilled tasks of the occupation(s) for on-the-job training.

**Basic Apprenticeship Standards Contents**

Below are the 25 minimum basic standard items required for submitting proposed apprenticeship standards. Narratives for each item on the program implementation are also required.

<b>Apprenticeship Standards</b>	<b>Items Description</b>
Purpose	Describes purpose of the proposed apprenticeship program training.
Eligibility Requirements	Identify requirements for applicants to be eligible for apprenticeship consideration.
Selection Procedure	Identify notification, recruitment, selection and rating system for applicants.
Term of Apprenticeship	2000 hour of on-the-job training per year for any occupation.
Provision for Related Training	Standards must identify type(s) of related instruction or supplemental training apprentices will receive. Sponsor is responsible for apprentice(s) tuition.
Wages for Apprentices	Standards must show progressive wages in percentage for apprentices during the training period of apprenticeship.
Equal Employment Opportunity Pledge	Apprenticeship standards must include Equal Employment Opportunity Pledge according to D.C. State Plan.
Supervision of Apprentices	Ensure that apprentices will be under proper supervision
Safety	Standards must include safety of apprentices, both on-the-job and related instruction.

<b>Apprenticeship Standards</b>	<b>Items Description</b>
Registration of Apprentices	Standards must identify the procedures for official registration of apprentices with the D.C. Apprenticeship Council.
Notification	Standards must indicate that sponsor will notify the D.C. Office of Apprenticeship (Registration Agency) of all apprentice actions.
Probation Period	Probationary period for apprentices is 90 days.
Affirmative Action Plan	Identifies the recruitment and selection of minority and female apprentices according to D.C. State Plan.
Maintenance of Apprenticeship Record	All apprenticeship records must be maintained for 5 years. Apprenticeship sponsors must also identify a D.C. street for maintaining apprenticeship records.
Complaint Procedures	Procedures for apprenticeship complaints must be included and be in accordance with D.C. Apprenticeship Council Rules and Regulations.
Deregistration of Apprenticeship Program	Apprenticeship programs may be voluntarily canceled by the apprenticeship sponsor, or the program can be deregistered by the Apprenticeship Council for cause.
Cancellation of Apprenticeship Agreement	Apprenticeship Registration Agreement may be voluntarily canceled by the apprentice, or the sponsor can canceled (terminated) apprentices' Agreement for cause.
Work Process	Each apprenticeship standards must include a work process that identifies the skilled task areas of the apprentice-able occupation(s).
Periodic Evaluation	Apprenticeship sponsor identifies assessment of apprentices' performance (on-the-job and related instruction) during the apprenticeship training period.
Completion Requirement	Apprenticeship sponsor will identify all apprentices, who successfully completes their apprenticeship training and request the Registration Agency to issue apprenticeship completion certificates.
Granting Advance Credit	Apprenticeship sponsors may grant apprentices credit(s) toward their apprenticeship training up to ¼ the apprenticeship term without D.C. Apprenticeship Council approval. Request to the Apprenticeship Council can be made for additional credits for the apprentice.
Provision for Modification or Amendment to Apprenticeship Standards	Apprenticeship sponsors may submit amendments and modifications to apprenticeship standards at any time during the program registration for approval. All proposed amendments and modifications must receive D.C. Apprenticeship Council approval prior to implementation.
Proper Signature(s) to Apprenticeship Standards	All apprenticeship standards must have proper signature(s) of the apprenticeship sponsor and Registration.
Apprenticeship Numerical Ratio	The D.C. Apprenticeship numerical ratio requires one (1) apprentice to every three (3) journey-workers employed.
Statement of Compliance	Standards must include statement indicating that sponsor's program will be operated in accordance with D.C. Rules and Regulations for Apprenticeship and the D.C. State Plan for Equal Employment Opportunity in Apprenticeship and Training.

The D.C. Office of Apprenticeship, Information and Training staff is available to provide technical assistance and guidance during the apprenticeship registration process in the development of apprenticeship standards. There is no cost for this service.



**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** 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 joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_ has \_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
  - (i) those prices,
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening 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 a contract 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 this contract, 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) 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 organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);*

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not 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.

#### **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

#### **K.8 CERTIFICATION OF ELIGIBILITY**

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original, four (4) printed copies and one electronic copy of the proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Printed proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Electronic copies shall be in Microsoft Office format or portable document format (PDF). Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCKA-2011-R-0121, DC Streetcar Operation and Maintenance RFP, *Name of Offeror*".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in this RFP.

The following information must be included in the proposal:

#### **A. Qualifications and Experience**

1. Provide a general overview of the Offeror, describing corporate structure, parent companies and subsidiaries, primary area(s) of business; list corporate headquarters and major offices; list number of employee(s) and typical annual volume of business.
2. List all subcontractors expected to work on the DC Streetcar; list the functions they will perform; identify if any firm other than the Offeror will be responsible for other aspects of the Scope of Services.
3. Describe relevant projects by the Offeror and subcontractors over the past 10 years, highlighting those which include rail services.

- i. For rail projects, describe: type of service (streetcar, light rail, metro, regional rail), route/system length, number of stations, number of vehicles, annual operating statistics (train-miles, train hours, vehicle-miles, passengers carried), functions performed (transportation services, vehicle maintenance, facilities maintenance, other [describe]), number of employees supervised for each function performed, contract duration and annual contract value.
- ii. For relevant bus projects that operate similar to the DC Streetcar, describe: type of service (circulator, local, line-haul/express, regional), routes, number of vehicles, annual operating statistics (vehicle-miles, vehicle hours, passengers carried), functions performed (transportation services, vehicle maintenance, facilities/systems maintenance, other [describe]), number of employees supervised for each function performed, contract duration and annual contract value.
- iii. Describe if any of these projects were new services requiring testing and commissioning and service activation, including development of operating plans, standard operating procedures, safety plans, emergency plans, and safety certification; describe functions performed by the Offeror and/or key subcontractors in these areas.
- iv. Highlight those projects which are of a similar scope and scale as the Streetcar.

#### **B. Organization and Staffing**

1. Provide organization charts for the overall management of this contract and for the specific management of the streetcar service.
2. List key personnel, including those employed by subcontractors; describe relevant qualifications and experience of key staff; include staff resumes; indicate whether on-site in the District or at remote locations; provide references, including name, title, organization, address and telephone and e-mail contact information.
3. Provide a staffing plan by year including the start-up period and a list of total estimated staff by job categories with a brief description of duties to be performed by personnel in each category.

#### **C. Past Performance**

1. From the list of projects under Qualifications and Experience, provide references for at least five projects active within the past five years, including name, title, organization, address, and telephone and e-mail contact information. If the Offeror has less than five years of experience on similar projects, the Offeror must include all relevant experience during that period
2. For each project list key performance indicators required by contract, and the firm's performance to these indicators. List any other noteworthy achievements that demonstrate the firm's performance.

#### **D. Approach to Operations and Maintenance**

1. Describe the business practices, techniques, methodologies and concepts proposed to be utilized in carrying out the functions prescribed in the Scope of Work. For the streetcar service in particular, Offerors should demonstrate their familiarity with rail

transit line activation and service, including revenue train operation; facilities, systems and vehicle maintenance; supervision; and management and administration.

2. Describe how the Offeror's approach to providing transportation services will address the following:

Operations:

- Comprehensive mobilization and start-up plans to prepare for opening of the system and for each new segment as the system expands
- Development of operations and maintenance plans, describing how daily service requirements will be met
- Management approach to hiring and training of operators, supervisors and required staff to provide quality service to patrons
- Implementation of potential cost efficiencies in providing service and accomplishing tasks
- Coordination with DDOT, other contractors, other transit operators and emergency services providers
- Safety and security of passengers, facilities and transit vehicles
- Compliance with applicable safety standards and regulations
- Assurance that Offeror's decision-making authority is retained locally
- Availability of additional corporate resources, if necessary
- Coordination of activities and decision-making in the case of any third-party projects

Vehicle Maintenance

- Offeror's management approach to vehicle maintenance
- Provision of vehicle maintenance ensures vehicle availability, reliability and efficient use of resources
- Management approach to hiring and training of qualified vehicle mechanics
- Provision of replacement bus service for when the streetcar service is blocked or disrupted.

Right of Way Maintenance

- Offeror's management approach to Right of Way Maintenance
- Right of Way Maintenance activities and service are efficient and ensure streetcar service is reliable without disruption

Training and Expansion

- Offeror's management approach to ensuring qualified staff will be hired and trained to operate the expanded system in an orderly, efficient manner
3. Provide representative samples of job descriptions, standard operating procedures, emergency procedures, rule books and training programs developed for recent projects.
  4. Outline and briefly describe the steps required for mobilization and activation of transit service for the Streetcar. At a minimum, address the following:
    - Coordination with systems and facilities contractors and the vehicle supplier
    - Preparation of documents for organizational and operations management

- Occupancy of facilities
  - Employee hiring and training
  - Participation in acceptance testing of systems and vehicles
  - Procurement of components, spare parts, tools and equipment not provided by DDOT
  - Implementation of inventory controls
  - Development and introduction of a vehicle maintenance program
  - Emergency drills
  - Pre-revenue service
5. Describe how the offeror will assist DDOT with the marketing of streetcar services.
  6. Describe other functions the Offeror suggests be added to the Scope of Work.

**L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 p.m. on the date for submittal of proposals. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

**L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

**L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a 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 proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark,

the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

**L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than two (2) weeks prior to submission of proposal deadline. The District will not consider any questions received after that time. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** 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."

**L.7 NOT USED**

**L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.11 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

**L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in

D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

#### **L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Jerry M. Carter  
Office of Contracting and Procurement  
Address: 55 M Street, SE, 7<sup>th</sup> Floor, Washington, DC 20003  
Telephone: (202) 671-2270

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror 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 in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

#### **L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary

license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.20 SCHEDULE** – the Schedule for submission of proposals is as follows:

- L.20.1 Monday, August 30, 2011 – pre proposal meeting
- Monday, September 12 – end of question
- Wednesday, October 12 – proposals due date



## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **Management, Organization and Staffing**

This factor considers how the Offeror proposes to establish, structure and manage an organization to perform the work, the qualifications and experience of the individuals that will be assigned to key positions, and the categories and estimated quantities of staff that will be employed to provide the transit services described, whether employed by the Offeror or its proposed subcontractors. Included in this factor is an assessment of the commitment to hiring requirements included in the RFP as well as the approach to training and hiring associated with projected system expansion.

This factor also considers the core business and make-up of the Offeror (and its major subcontractors, if applicable) and the collective capabilities and experience in providing transit services on a contract basis similar to those described in the scope of work. This factor also considers the Offeror's familiarity and experience with tasks that need to be performed in starting a new transit service, especially rail.

#### **Approach to Operations**

This factor considers how the Offeror plans to conduct the business of operating the Streetcar system. This factor will be based upon the extent of the Offeror's knowledge of the detailed functions and management tools that are needed for this type of work and how that knowledge will be applied to this contract. An important aspect of this factor is to initiate rail service on a newly-constructed facility in an urban area and the ability to hire, train and maintain skilled operators.

#### **Approach to Vehicle Maintenance**

This factor considers how the Offeror plans to install, hire and train qualified personnel to perform maintenance on streetcar vehicles. If this work will be subcontracted out to other vendors this factor will be based upon on the Offeror's approach to ensuring vehicles are maintained in an effective and efficient manner

#### **Price**

This factor considers the Offeror's proposed price to perform the work including the start-up year, the cost of revenue operations, vehicle maintenance and the training associated with the expansion of the Streetcar system.

### **M.3.1 TECHNICAL CRITERIA (60 Points Maximum)**

#### **M.3.1.1 Management, Organization and Staffing (30 Points)**

In evaluating this criterion, the District shall assess the following:

- 1) Clarity and completeness of the organizational structure and staffing plan for the overall contract for Streetcar services.
- 2) Demonstrated understanding and recognition of the categories to be performed by the Offeror and by each subcontractor.
- 3) Qualifications and experience of key personnel directly related to this contract; adequacy of on-site presence; references.
- 4) Approach to fulfilling the estimated total staffing requirements for the services to be provided through this contract.
- 5) Approach to hiring and training for system expansion.

#### **M.3.1.2 Approach to Operations (15 Points)**

In evaluating this criterion, the District shall apply the following subfactors:

- 1) Soundness and appropriateness of the basic approach to operating the Streetcar services, managing the work and installing and developing qualified staff.
- 2) Depth of understanding of the requirements for planning, mobilization and start-up of a new rail service.
- 3) Approach to accomplishing Right of Way Maintenance duties.
- 4) Understanding of the coordination needed among DDOT, the contractor, other transit service providers, regulatory agencies, emergency service providers, public utilities, etc., in managing and operating transit service in the District.
- 5) Quality and completeness of sample documents prepared for similar contracts.

#### **M.3.1.3 Approach to Vehicle Maintenance (15 Points)**

In evaluating this criterion, the District shall apply the following subfactors:

- 1) Soundness and appropriateness of the basic approach to maintaining streetcar vehicles, managing the work and installing and developing qualified staff.
- 2) Depth of knowledge, experienced staff and understanding of the requirements for providing vehicle maintenance for rail service.

**M.3.2 PRICE CRITERION (40 Points Maximum)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

**M.4 NOT USED**

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

- M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.