



Request for Proposals  
New Push-Pull Commuter Rail Coaches  
RFP No. 37383

## **Request for Proposal Contents**

### **RFP Instructions to Proposers**

This document, containing sections I-XVIII, is provided as general information to prospective proposers regarding the RFP submittal requirements and evaluation procedures. This document will not be included as part of the resulting Contract.

### **Contract Documents**

This document, containing sections 1-5, is provided as a sample of the resulting Contract terms and conditions. Any proposal deviations accepted by Metra will be incorporated into the final contract. All required certifications, schedules and/or forms provided as part of a proposer's proposal/BAFO will be incorporated into Section 5 of the resulting Contract.

**Section 1:** General Conditions

**Section 2:** Special Conditions

**Section 3:** FTA Clauses

**Section 4:** Technical Specifications and Appendices

**Section 5:** Certificates, Affidavits and Schedules

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## I. TITLE/DESCRIPTION OF WORK

The Commuter Rail Board of the Regional Transportation Authority and its operating entity, the Northeast Illinois Regional Commuter Railroad Corporation (“Metra”) issues this request for proposals (“RFP”) as a joint procurement with the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC), together the owners and operators of the Virginia Railway Express (“VRE”) for New Push-Pull Commuter Rail Cars, as further defined in Technical Specifications, Specification No. M-18-011. This RFP seeks to identify firms that can provide a maximum of ~~569469~~ push-pull commuter rail cars (“cars”), up to ~~5400~~ cars for Metra (Lead Agency) and up to 69 cars for VRE, to be available in three configurations: cab with toilet, trailer with toilet, and trailer without toilet, along with spare parts, accessories, equipment, training and services. Each agency (Metra and VRE) anticipates awarding its own individual fixed price contract with economic price adjustment (FP-EPA), in accordance with the terms, conditions, and guidelines set forth herein.

Contract would be for firm, fixed pricing for units ordered in year one (first 12 month period) of the contract and a price adjustment index, found in General Conditions, Section 1, Item 2.8, Price Schedule, for units ordered in years two through five (second through fifth 12 month periods). Metra intends to order a minimum quantity of 200 cars in year one. The remaining ~~3200~~ cars will be ordered, at Metra’s option, any time between years 1 through 5, in quantities of no fewer than ten (10) per order. VRE intends to order a minimum quantity of 21 cars in year one. The remaining 48 cars will be ordered, at VRE’s option, any time between years 1 through 5, in quantities of no fewer than four (4) per order. **Metra and VRE will only consider newly manufactured cars created with new and unused manufactured components, sub-components, and spare parts. Metra and VRE WILL NOT consider re-manufactured or re-conditioned cars, spare parts, components or sub-components.**

## II. CONTACT INFORMATION

All correspondence, communication, or contact in regard to any aspect of this RFP shall be directed to the individual listed below or his/her designated representative, if applicable.

**Name:** Joseph Onesto

**Address:** 547 W. Jackson Blvd. Chicago, IL 60661

**Phone Number:** 312-322-6659

**E-mail:** jonesto@metrarr.com

Prospective proposers and their representatives shall not make any contact with or communicate with any Metra or VRE Board Member, Metra’s and VRE’s employees or consultants, other than the designated contact person, in regard to any aspect of this RFP.

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### III. PRE-PROPOSAL MEETING INFORMATION

A pre-proposal meeting will be held over a period of two days at the dates and times specified below and in IV, Proposed Schedule for the Procurement. Attendance is encouraged but is not mandatory. The meetings will begin promptly at the stated times. Metra requests notification to the above email address the number of persons planning to attend.

Day one of the pre-proposal meeting will begin at 9:00 A.M. on Wednesday, April 24, 2019 at Metra's headquarters at 547 W. Jackson Blvd., Chicago, IL 60661, on the 2<sup>nd</sup> Floor. Following this meeting at approximately 10:30 A.M. will be a visit to Chicago Union Station, located at the northeast corner of West Jackson Boulevard and South Clinton Streets. Participants will assemble in the Great Hall. At 1:00 P.M., participants will meet at the BNSF Shop located at 432 West 14<sup>th</sup> Street, Chicago, IL 60607. Personal Protection Equipment (PPE) as specified below will be required for this part of the meeting. Day two of the pre-proposal meeting will be held at 6:30 A.M. on Thursday, April 25, 2019 at the BNSF Hill Yard, located at 525 North Broadway, Aurora, IL 60505. At approximately 8:00 A.M. the participants will meet at the Route 59 Station, located at 1090 North Route 59, Aurora, IL 60504.

A site visit to VRE's Broad Run Maintenance and Storage Facility, located at 10637 Piper Lane, Bristow, VA 20136, will be held on Tuesday, July 9, 2019 at 1:00 P.M. Eastern Time. Attendance at the site visit is encouraged but is not mandatory. Notification of persons planning to attend is requested to: jonesto@metrarr.com. VRE will provide high visibility lime green safety vests. Participants shall be responsible for providing all other PPE as specified below.

**ALL ATTENDEES ARE REQUIRED TO WEAR A HARD HAT, -SAFETY VEST (CLASS II WITH REFLECTIVE STRIPING), SAFETY GLASSES (SIDE SHIELDS FOR PRESCRIPTION EYEWEAR), AND STEEL OR SIMILAR SAFETY TOE BOOTS ON -THE DAY OF THE VRE SITE VISIT.**

Prospective proposers are requested to submit written questions to the designated contact person identified in II. Contact Information, in advance of the pre-proposal meeting. Prospective proposers are reminded that any changes to the RFP will be by written addenda only, and that nothing stated at the pre-proposal meeting shall change or qualify in any way any of the provisions in the RFP and will not be binding to Metra.

### IV. PROPOSED SCHEDULE FOR THE PROCUREMENT

The anticipated schedule for this procurement is outlined below for guidance. Metra reserves the right to modify the procurement schedule as circumstances may warrant. Modifications made after the RFP due date may not be provided via addenda or other notification.

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Date	Activity
March 19, 2019	Request for Proposals issued
April 24-25, 2019	Pre-proposal meetings to begin at 9:00 A.M. April 24 and 6:30 AM. April 25.
July 9, 2019	VRE Site Visit to begin at 1:00 P.M. Eastern Time
July 26,, 2019	Questions due/Pre-proposal Request for Change or Approved Equal (RFA) Due at 4:00 P.M. (Chicago time).
Aug . 19, 2019	Last day to issue addenda and clarifications
<del>Oct. 25, 2019</del> <del>Sept. 27, 2019</del>	Proposals due at 4:00 P.M. (Chicago time).
<del>Week of Dec. Oct</del> <del>28, 2019</del>	Evaluation Committee determines competitive range, if necessary
<del>Week of Jan.</del> <del>6 Nov. 25, 202019</del>	Discussions with proposers within competitive range, if necessary
<del>Week of Jan</del> <del>20 Dec 9, 202019</del>	Best and Final Offers requested, if necessary
<del>Week of Jan.</del> <del>27 Dec 16, 202019</del>	Best and Final Offers due, if necessary
<del>Week of</del> <del>Febr January 176,</del> <del>2020</del>	Metra issues letter of intent to award contract; As applicable, Metra requests Certificate(s) of Insurance, DBE Subcontract(s), Performance/Payment Bond (or other approved surety form), and/or any additional documentation required
<del>March</del> <del>18 February 19,</del> <del>2020</del>	Approval of Metra's Board
<del>April 1</del> <del>March 2,</del> <del>2020</del>	Approval of VRE's Parent Commissions (NVTC and PRTC)
<del>May 20</del> <del>April 17,</del> <del>2020</del>	Completion of Buy America Pre-Award Audit
<del>May 27</del> <del>April 24,</del> <del>2020</del>	Notice to Proceed

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## V. QUESTIONS, CLARIFICATIONS AND OMISSIONS

Prospective proposers may request, in writing, a clarification or interpretation of any aspect of the RFP, a change to any requirement of the RFP, or any addenda to the RFP up until the time specified in IV Proposed Schedule for the Procurement. Such written requests shall be made to the contact person. The prospective proposer making the request shall be responsible for its proper delivery to Metra, as identified above, on the form “Pre-proposal Request for Change or Approved Equal” (RFA) provided in Exhibit I.

Any request for a change to any requirement of the RFP must be fully supported with other pertinent information showing evidence that the change will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements.

If it should appear to a prospective proposer that any of the matters relating to the RFP or Contract are not sufficiently described or explained in the RFP or Contract Documents, or that any conflict or discrepancy exists between different parts of the RFP, Contract or any federal, state, local or Metra law, ordinance, rule, regulation or other standard or requirement, the prospective proposer shall submit a written request for clarification to Metra on or before the date and time specified in IV. Proposed Schedule for the Procurement.

All RFA questions and responses will be provided to all prospective proposers. Any response that is not confirmed by a written addendum shall not be official or binding on Metra.

## VI. ADDENDA TO THE RFP

Metra reserves the right to amend the RFP at any time in accordance with IV. Proposed Schedule for the Procurement. Any amendments to or interpretations of the RFP will be described in written addenda. Notification of the addenda will be distributed to all such prospective proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification of addenda shall not relieve the proposer from any obligation under the RFP as clarified, interpreted, or modified. All addenda issued shall become part of the RFP. Prospective proposers shall acknowledge the receipt of each individual addendum in their proposals on the Proposal Form provided in Exhibit II. Failure to acknowledge in their proposals receipt of addenda may at Metra’s sole option disqualify the Proposal.

## VII. PROPOSAL DUE DATE AND SUBMITTAL INSTRUCTIONS

Proposals must be received by the date and time specified in IV. Proposed Schedule for the Procurement.

Proposals shall be submitted to the following address:

Metra Attn: Materials Management Department, 11-E  
547 W. Jackson Blvd.  
Chicago, IL 60661

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Envelopes or boxes containing proposals shall be clearly labeled with Metra's RFP number and title.

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A proposal is deemed to be late if it is received by Metra after the deadline. Proposals received after the submission deadline may be rejected.

Detailed submittal requirements are provided in XVI. Preparation of Proposals.

## VIII. VALIDITY OF PROPOSALS

Proposals and subsequent offers shall be valid for a period of 270 days from the proposal due date specified in IV. Proposed Schedule for the Procurement, as amended.

## IX. FREEDOM OF INFORMATION ACT NOTICE

### IX.1 GENERALLY

Metra is subject to the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/7(1)(g) *et seq.* ("FOIA"), which enables the public to request and obtain records from Metra. FOIA requires, upon request, the public disclosure of any non-exempt information in proposals, contracts, invoices or payment records (among other records). *See* Section 7 and 7.5 of FOIA, 5 ILCS 140/7 and 7.5, for the available FOIA exemptions.

Please note that proposals become the property of Metra when submitted and cannot be returned. All proposals and any subsequent contract (including any later amendments thereto) will be subject to public disclosure under FOIA upon request after the successful proposer and Metra have executed a written contract. To the extent that proposer provides records to Metra that contain information exempt from public disclosure under FOIA, such as proprietary trade secrets or confidential commercial or financial information (*see* Section 7(1)(g) of FOIA, 5 ILCS 140/7(1)(g)), proposer must clearly identify and mark this information in the records and place it in the appropriate package described in these instructions.

**Any proposals submitted to Metra in connection with this procurement that are not clearly marked, identified, and included in the appropriate package may be released by Metra with no further notice to proposer.**

Proposer is solely responsible for the marking and identification of proposer's proprietary, privileged, or confidential information, as well as placement within the appropriate package in the proposal before it is submitted to Metra. For purposes of this provision, all information provided by proposer in a proposal is considered by Metra to be proposer's information, even if the information relates to one or more of proposer's proposed subcontractors. Proposer is solely responsible for marking and identifying any proprietary, privileged, or confidential information, as well as placement within the appropriate package, of proposer's subcontractors contained in proposer's proposal before the proposals are submitted to Metra. Proposer will be required to

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indemnify, defend, and hold harmless Metra for any damages, costs, liabilities, and fees (including attorney's fees) that result from the public disclosure by Metra of information from proposer that is not marked and identified by proposer as proprietary, privileged, or confidential and placed within the appropriate package at the time that the proposer submits its proposal of interest and qualifications to Metra.

## **IX.2 METRA FOIA REQUEST PROCEDURES**

In the event that a FOIA request is made for records that contain information packaged and marked as "proprietary," "privileged," or "confidential," Metra will notify the proposer of the request and will allow proposer an opportunity to review the records requested under FOIA so that proposer can confirm that all marked and identified proprietary, privileged, or confidential information has been removed. Before allowing information that proposer has identified and marked as "proprietary," "privileged," or "confidential" to be redacted from a proposal (or other record), Metra may require proposer to provide Metra with additional information regarding the materials marked and identified for redaction. Metra will not allow the redaction of any information that does not meet the statutory FOIA exemptions, thus redactions must be narrowly tailored to the statutory exemptions referenced above.

Once proposer has reviewed a particular proposal or contract and has confirmed that all proprietary, privilege, and confidential information has been removed, Metra will provide proposer with a redacted copy of the proposal or contract that will be publicly disclosed by Metra in connection with any pending or future FOIA requests and Metra will provide no further notice to proposer when that particular record is requested or publicly disclosed pursuant to a FOIA request. This redacted copy of the proposal or contract may also be published in whole or in part on Metra's website or in any other format by Metra without further notice to the proposer.

Please note that proposer may also be required to provide Metra with additional information regarding information redacted from records if any proceeding arises that requires Metra to defend the non-disclosure of the information that proposer has marked and identified as "proprietary," "privileged," or "confidential."

Please also note that, if proposer receives a contract in connection with this procurement, "public records" as defined in Section 2 of FOIA that are in proposer's possession or control as a result of the contract may be requested under FOIA and the non-exempt portions of those records may be subject to public disclosure under FOIA. *See* 5 ILCS 140/2 and 7(2). Metra will notify proposer of any FOIA request that will require proposer to review and compile records in its possession or control.

Upon receiving notice from Metra that a FOIA request has been made for proposer's proposal, contract, or other records provided to Metra or in proposer's possession or control, proposer must produce and complete the review of all records requested pursuant to FOIA within two (2) business days or other time frame indicated in Metra's notice to proposer. *See* 5 ILCS 140/3(d) and 3.1 for the statutory deadlines applicable to non-commercial and commercial FOIA requests. If proposer will require additional time to produce and review the records being requested, proposer must notify Metra immediately and provide Metra an explanation for the delay and the date when Metra can anticipate the records or the completion of proposer's review.

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If proposer fails to timely comply with any request by Metra to produce or review records necessary for Metra's compliance with FOIA and proposer's non-compliance results in any adverse consequences to Metra, including but not limited to, fines or penalties being imposed on Metra, proposer's non-compliance will be an event of default on the underlying contract, if any, and will further be deemed as a loss covered by any such underlying contract's indemnification provisions.

### **IX.3 COMMONWEALTH OF VIRGINIA FOIA**

The Virginia Freedom of Information Act, §2.2-3700 *et seq.* shall also govern the release of public records related to this procurement. Trade secrets or proprietary information related to a procurement may not be subject to public disclosure, provided the requirements of §2.2-4342F VA Code Ann. are met.

Trade secrets or proprietary information submitted by a proposer in connection with a procurement transaction submitted pursuant to Code of Virginia, subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 *et seq.*).

However, the proposer shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials;
2. Identify the data or other materials to be protected by clearly marking each individual page with "PROPRIETARY"; and
3. State the reasons why protection is necessary.

Except for the foregoing limitation, VRE may duplicate, use, and disclose in any matter and for any purpose whatsoever and have others do so, all data furnished in response to this RFP. VRE has the right to release trade secrets or proprietary information to a third party which may assist VRE in the review and evaluation of proposals.

## **X. CONFLICT OF INTEREST; GRATUITIES**

Proposers are prohibited from engaging in any practice that may be considered as a conflict of interest under Metra's and VRE's policies and/or state law, and to refrain from receiving and/or participating in any gifts, favors, or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

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## **XI. IDENTIFICATION OF SOURCE FUNDING**

Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), State of Illinois, Commonwealth of Virginia, Virginia Department of Rail and Public Transportation (DRPT), Metra, and VRE.

## **XII. DBE REQUIREMENTS**

Metra and VRE solicit and encourage disadvantaged business enterprise (DBE) participation as a prime Contractor, joint venture partner, and/or as a Subcontractor for the project. DBEs will be afforded full consideration and will not be subject to discrimination. All respondents will be required to comply with Metra's and VRE's DBE program.

In addition, this procurement is subject to the provision of 49 CFR 26.49. Accordingly, proposers are required to submit the Transit Vehicle Manufacturers (TVM) certification found in Exhibit III.

## **XIII. BUY AMERICA CERTIFICATION**

This Contract is subject to the "Buy America" requirements of 49 U.S.C. §5323(j) and 49 CFR Part 661, as may be amended from time to time, and applicable federal regulations. Prospective proposers' attention is directed to 49 CFR §661.11, "Rolling Stock Procurements." Prospective proposers have the responsibility to comply with cited and any governing statutes and regulations, including official interpretations.

A proposer shall submit to Metra the appropriate Buy America certifications, included in Exhibit VI, with all offers on FTA-funded contracts. Proposals that are not accompanied by properly completed Buy America certifications are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

The two signature blocks on the Buy America certificates are mutually exclusive. Proposers shall sign only one signature block on each certificate. Signing both signature blocks will make the proposal nonresponsive. A false certification is a criminal act in violation of 18 USC §1001.

A proposer who has submitted incomplete Buy America certificates or incorrect certificates of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of proposal opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The proposer will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The proposer will simultaneously send a copy of this information to Metra.

The FTA Chief Counsel may request additional information from the proposer, if necessary. Metra and VRE may not make Contract award until the FTA Chief Counsel issues his or her determination, except as provided in 49 CFR Part 661.15(m).

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Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions will be sought from the FTA by Metra, for the proposed awardee, if the grounds for a waiver exist. All proposers seeking a waiver must submit to Metra a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

Their application would be inconsistent with the public interest;

Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent.

Any party may petition the FTA to investigate a successful proposer's compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines the evidence indicates noncompliance, the FTA will require Metra to initiate an investigation. The successful Proposer has the burden of proof to establish compliance with its certification. If the successful Proposer fails to so demonstrate compliance, then the successful Proposer will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

#### **XIV. CONDITIONS, EXCEPTIONS, LIMITATIONS, OR DEVIATIONS**

Prospective proposers are cautioned to limit exceptions, conditions, limitations, or deviations (Proposal Deviation) to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP.

Any and all Proposal Deviations must be explicitly, fully, and separately stated in the proposal by completing Exhibit IV, Metra Proposal Deviation Form, setting forth at a minimum the specific reasons for each Proposal Deviation so that it can be fully considered and, if appropriate, evaluated by Metra. All Proposal Deviations will be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the proposer receiving a less favorable evaluation than without the Proposal Deviation.

A Proposer may propose any equipment, material, article or process that, in its opinion, is equal to that designated and not otherwise specifically prohibited. All Proposal Deviations shall clearly and completely specify how the deviation meets or exceeds the required fit and/or function described in the Technical Specifications, and/or how the deviation is equal to or superior to that described in the Technical Specifications.

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The Proposal Deviation Form must be included in the applicable proposal package, depending on which sections of the RFP are affected. If the deviation affects multiple packages of the proposal, a Proposal Deviation Form must be included in each package it applies to.

All accepted proposal deviations will become a part of the Special Conditions in the resulting executed Contract.

## XV. PROTEST PROCEDURES

All protests must be in writing, stating the name and address of a protestor, a contact person, RFP number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest. For a complete copy of Metra's protest procedures, please contact the person specified in II. Contact Information.

## XVI. PREPARATION OF PROPOSALS

### XVI.1 PROPOSAL FORMAT

Proposals shall be submitted in four separately sealed packages identified below. Each package shall be marked as specified below and shall contain all the proposal documents relevant to the package as marked. These same requirements shall apply to any Best and Final Offers (BAFOs) that may be requested.

Proposers shall submit one original (marked clearly as such), ~~two~~ ~~six~~ hard copies, and ~~six~~ ~~two~~ CDs/USBs, each containing an electronic Portable Document Format (PDF) copy of the proposal to Metra. In case of any discrepancies, the original will be considered by Metra in evaluating the proposal, and the electronic version is provided for Metra's administrative convenience only.

The hard-copy proposals shall be prepared double-sided on 8½ × 11 in. paper in at least 11-point font. The hard copies shall be contained in three-ring binders, the contents of which are identified on the outside. Elaborate formatting is not necessary. Use of 11 × 17 in. foldout sheets for large tables, charts, or diagrams is permissible but should be limited. No restriction on drawing page size. Do not provide promotional or advertising information, unless this information is requested and/or is necessary to support the technical submittal.

Proposals shall be comprised of four packages, and submitted and ordered in the appropriate sections as outlined below:

#### **Package 1: Eligibility and Certification Requirements Package**

1. Transmittal Letter: Cover letter providing an executive summary of the proposal and table/list of contents contained in the proposal
2. Proposal Form (Exhibit II)
3. Proposal Deviation Form (Exhibit IV), if applicable
4. Pre-Award Evaluation Data Form (Exhibit V)

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5. Buy America Certifications (Metra and VRE) (Exhibit VI)
6. Transit Vehicle Manufacturers (TVM) Certification (Exhibit III)
7. Debarment and Suspension Certification, Prospective Contractor (Exhibit VI)
8. Debarment and Suspension Certification, Subcontractor(s) (Exhibit VI)
9. Non-Collusion Affidavit (Exhibit VI)
10. Anti-Lobbying Certification (Exhibit VI)
11. DBE Approval Certification
12. Certification of Authority to Transact Business in the Commonwealth of Virginia
13. Upon request, proposers must provide a copy of the three most recent annual financial statements audited by an independent third party. Proposers must provide the requested information within 10 days from the date of request.
14. Letter indicating the proposer's ability to obtain the insurance coverage in accordance with the RFP requirements
15. Letter indicating the proposer's ability to obtain a 100% Performance and Payment Bond (Form AIA 311)

**Package 2: Technical Proposal Package Requirements**

1. Proposal Deviation Form (Exhibit IV), if applicable
2. Technical Proposal
  - a. **Section 1: Compliance with Specification (Metra Specification M-18-011), Technical Elements**

Order of importance of Technical Elements is below:

- Seating Capacity (PDRL P-3-03)
- Passenger Flow (PDRL P-3-04)
- Audible Noise Proposal (PDRL P-17-01)
- Car Level Monitoring System (PDRL P-11-02)
- Infotainment Proposal (PDRL P-12-02)
- Carbody Interior (PDRL P-8-01)
- Door System (PDRL P-7-01)
- HVAC System (PDRL P-9-01)
- Ride Quality Simulation (PDRL P-14-02)
- Car Weight (PDRL-P-3-05)
- Accessibility (ADA) Provisions (PDRL P-8-02)
- Electrical System and Load Study (PDRL P-11-01)
- Functionality and Onboard Equipment of Complete Communication System (PDRL-P-12-01)
- Lighting Plan and Description (PDRL P-10-01)
- Exterior General Arrangement and Rendering (PDRL P-4-01)
- Braking System (PDRL P-13-02)
- Braking Performance Calculation (PDRL P-13-02)
- Truck System (PDRL P-14-01)
- LLEPM (PDRL P-10-02)
- Car Height (PDRL P-3-01) Pass/Fail

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- Car Width (PDRL P-3-02) Pass/Fail
  
- b. **Section 2: Firm Qualifications & Experience, Key Personnel Qualifications & Experience, Proposed Staffing Plan**
  - i. Documentation detailing recent examples of firms experience similar to Metra's project and operating in North America. Each example should include:
    - 1. Name of purchasing agency
    - 2. Contact person/reference
      - a. Name
      - b. Title
      - c. Email
      - d. Phone Number
    - 3. Size of Project
    - 4. Scope of Project
    - 5. Identification of differences from Metra scope
    - 6. Contract schedule of performance vs. actual schedule of performance
    - 7. Number of units manufactured and/or remanufactured
    - 8. Type/Model numbers of units provided
    - 9. Reliability statistics of rail cars provided in identified project
  - ii. Detailed staffing plan which includes:
    - 1. Program organization chart including definitions of each function
    - 2. Authority, decision making responsibilities, placement, and reporting structure of all key program personnel including Program Manager, key suppliers/subcontractors who will interface regularly with proposer
    - 3. Commitment level/% of time each proposed staff will be dedicated to Metra project
  - iii. Resumes of all key personnel listed on the organization chart including supplier/subcontractor personnel to include:
    - 1. Corporate title and affiliation
    - 2. Program title
    - 3. Number of years of relevant experience
    - 4. Number of years with firm
    - 5. Relevant education/training/certifications
  
- c. **Section 3: Manufacturing/Remanufacturing Capabilities**
  - i. Comprehensive description of its capability to complete the work to include:
    - 1. Current workload and backlog

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2. Proposed Business Continuity Plan in event of business interruption
- ii. Proposed location of where work will be performed to include:
  1. Size of facility
  2. Manufacturing equipment, resources, and capability
  3. Quality Control processes and procedures
  4. Number of years at facility
- iii. Quality Assurance plan
  1. Ratio of inspection to production personnel
  2. Total number of QA personnel assigned to Metra project
- d. **Section 4:** Production & Delivery Schedule
  - i. Detailed delivery schedule for Metra's base order
  - ii. Detailed delivery schedule for VRE's base order
  - iii. Delivery schedule for Metra's option purchases, number of days after receipt of order/exercised option
  - iv. Delivery schedule for VRE's option purchases, number of days after receipt of order/exercised option
- e. **Section 5:** Warranty & Field Support
  - i. Detailed standard warranty policies & procedures
  - ii. Proposed field service support
    1. Field Support Documentation Plan
    2. Field support practices
    3. Availability and quantities of major components and spare parts proposer plans to stock during warranty period
    4. Local availability of proposed personnel during warranty period
- f. **Section 6:** Training
  - i. Detailed training plan & approach
    1. Identify training requirement from both operational and maintenance standpoint
    2. Identify training requirement for any and all new technology which differs from Metra's current equipment configurations
  - ii. Sample training materials
  - iii. Number of staff proposed for training and resumes of proposed training staff to include:
    1. Corporate title and affiliation
    2. Program title
    3. Number of years of relevant experience
    4. Number of years with firm
    5. Relevant education/training/certifications
- g. **Section 7:** Detailed Statement of Work/Car Specification (to be incorporated into Section 4 of the resulting Contract)

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**Package 3: Price Proposal Requirements**

Each price proposal shall be on the prescribed proposal form(s) and shall be for the entire Contract, including all proposal items.

1. Price Proposal (Special Conditions, Contract Section 2.7)
2. Form for Proposal Deviation, if applicable

The proposer is required to complete and execute Metra's Price Proposal. The Contractor shall be liable for payment of all local taxes and should include these amounts in its price proposal.

**Package 4: Proprietary/Confidential Information Package Requirements**

Proposer is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. Any information that is provided in Package 4 that was requested as part of Packages 1, 2, or 3 should include a reference in the package of which it was requested, that the information was deemed to be proprietary/confidential and as such omitted from the requested package and provided in Package 4. If there is no confidential information, then the proposer should include a statement to that effect. Subject package shall be submitted in accordance with the terms and conditions governing the submittal of proposer's proposal to this RFP. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets, or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such.

The Proposer is advised that Metra is a public agency and as such may be subject to certain state and/or local public records act provisions regarding the release of information concerning this RFP. If a request is received by Metra for the release of Proposer's propriety/confidential information, then the subject request will be referred to the Proposer for review and consideration. If Proposer declares the information proprietary/confidential and requests that it be withheld and Metra agrees to withhold the information, then the Proposer shall indemnify, defend, and hold Metra harmless from any legal action arising from such a declaration.

**XVI.2 SIGNING OF PROPOSAL FORMS**

Proposals shall include firm name (in the event the proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title, and business address of the responsible individual(s) with their telephone, e-mail, and address, who may be contacted during the proposal evaluation period. The proposer shall submit with its proposal a copy of the joint venture agreement. Proposals shall be signed by an official authorized to bind the proposer.

**XVI.3 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A modification of a proposal already received will be accepted by Metra only if the modification is received prior to the proposal due date, is specifically requested by Metra,

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or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

A proposer may withdraw a proposal already received prior to the proposal due date by submitting to Metra, in the same manner as the original proposal, a written request for withdrawal executed by the proposer's authorized representative. The withdrawal of a proposal does not prejudice the right of a proposer to submit another proposal within the time set for receipt of proposals.

#### **XVI.4 OWNERSHIP AND COST OF PROPOSAL DEVELOPMENT**

All proposals will become property of Metra.

This RFP does not commit Metra or VRE to enter into a Contract, to pay any costs incurred in the preparation or presentation of a proposal, nor to procure or contract for the equipment.

### **XVII. PROPOSAL EVALUATION AND SELECTION PROCESS**

#### **XVII.1 GENERAL**

This is a competitive negotiated procurement of which Metra may or may not conduct discussions with proposers. If Metra determines discussions are necessary prior to award, Metra will open discussions with proposers who are within the competitive range. Metra reserves the right to award without discussions, negotiations, or any request for BAFO. Therefore, initial proposals should be submitted on the most favorable terms the Proposer can submit to Metra.

Proposals will first be evaluated for responsiveness to the submittal requirements within this RFP as further discussed in XVII.4 Review of Proposals for Responsiveness and Proposer for Responsibility. Proposals that do not evidence compliance may not be considered beyond the preliminary review. Proposals found to be responsive will then be evaluated to determine those proposals that represent acceptable offers that are technically responsive to the requirements of the RFP.

The responsibility of the proposer will also be evaluated. In order to qualify as a responsible proposer and to be eligible for award, in addition to other requirements herein provided, a proposer must be prepared to prove to the satisfaction of Metra that it has the integrity, skill, and experience to faithfully and successfully perform the Contract and that it has the necessary facilities and financial resources to perform the work in a satisfactory manner and within the time specified.

Finally, a determination will be made to identify which proposals are within a competitive range, if the competitive range process is used. Proposers not within the competitive range will be notified that its proposal is no longer being considered for award. Discussions and negotiations may then be carried out with only and all proposers within the competitive range. BAFOs may be requested from all within the competitive range.

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Metra will award to the responsible proposer whose proposal is most advantageous and provides the best value to Metra. Accordingly, Metra may not necessarily award to the proposer with the highest technical ranking, nor to the proposer with the lowest price proposal, if doing so would not be in the overall best interest of the agency.

#### **XVII.2 CONFIDENTIALITY OF PROPOSALS**

Proposals will not be publically opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process, except as otherwise required by applicable law. Only the members of the selection committee, evaluation team, and other Metra and VRE officials, employees, and agents that Metra and VRE deem to have a legitimate interest will be provided access to the proposals and evaluation results during this period.

#### **XVII.3 EVALUATION COMMITTEE**

An evaluation committee, which may include officers, employees, and agents of Metra and VRE, will be established. The evaluation committee will carry out the detailed evaluations, including establishing the competitive range (if applicable), carrying out negotiations, and making the selection of the proposer, if any, that may be awarded the Contract. The evaluation committee may report its recommendations and findings to the appropriate Metra individual or selection committee if one is utilized.

The selection committee shall review the evaluation committee's findings and determine which proposal represents the most advantageous and best value to Metra. The selection committee will make a recommendation based on the evaluation criteria to the awarding authority – e.g., Board of Directors.

#### **XVII.4 REVIEW OF PROPOSALS FOR RESPONSIVENESS AND PROPOSER FOR RESPONSIBILITY**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP and if the proposer is responsible.

A responsive proposal is one that follows the material requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed nonresponsive.

A responsible proposer is one that demonstrates the capability to satisfy the commercial and technical requirements set forth in this RFP. A proposer's failure to demonstrate that it is responsible may result in the proposal being rejected.

Any proposal found to be nonresponsive or any proposer that is found to be not responsible will not be considered further for award. Proposals that do not comply with the RFP instructions and requirements or do not include the required information may be rejected as insufficient and may not be further considered. Metra will provide written notification to proposers if their proposal has been deemed non-responsive. Metra reserves the right to

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waive minor informalities or irregularities in the proposals received and reserves the right to request a proposer to provide additional information and/or to clarify information.

#### **XVII.5 PROPOSAL EVALUATIONS AND SELECTION PROCESS**

The following describes the general process by which proposals will be evaluated and a selection made for a potential award. Any such selection of a proposal shall be made by consideration of only the criteria set forth below in this section.

RFP Section XVII.5.1, Minimum Qualifications and Responsibility Requirements, specifies the minimum qualifications (pass/fail) and the requirements for determining responsible proposers, all of which must be met by a proposer to be found qualified. Final determination of a proposer's qualification will be made based upon all information received during the evaluation process and as a condition for award. Any proposal that does not meet these minimum qualifications criteria, and responsibility requirements will be eliminated from further evaluation.

RFP Section XVII.5.2, Evaluation Criteria, contains all the evaluation criteria, and their relative order of importance, by which a proposal from a qualified proposer will be considered for selection. An award, if made, will be to a responsible proposer for a proposal that is found to be in the best interest of Metra, based on the evaluation criteria considered. The procedures to be followed for these evaluations are provided in herein.

##### **XVII.5.1 Minimum Qualifications and Responsibility Requirements**

1. Demonstrated successful experience in the construction of new, or in the remanufacturing of, push-pull commuter rail cars.
2. Demonstrated capability, facilities, and personnel, to satisfactorily complete the specified work.
3. Evidence of sufficient financial strength, resources, and capability to finance the work to be performed and to complete the Contract in a manner satisfactory to Metra.
4. Ability to secure financial guarantees, if required, as evidenced by a letter of commitment from an underwriter, surety, or other guarantor confirming that the Proposer can meet and provide the required guarantee.
5. Ability to obtain required insurance with coverage values that meet minimum requirements, evidenced by a letter from an underwriter confirming that the Proposer can be insured for the required amount.
6. Evidence of sufficient human and physical resources to complete the Contract.
7. Evidence of satisfactory performance and integrity on contracts. Evidence shall be by client references.

##### **XVII.5.2 Evaluation Criteria**

The following are the complete criteria by which proposals from responsible proposers will be evaluated and ranked for the purposes of determining any competitive range and to make any selection of a proposal for a potential award.

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Any exceptions, conditions, reservations or understandings explicitly, fully, and separately stated on the Proposal Deviation Form, which do not cause Metra to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and sub-criteria that they affect.

Evaluation Criteria

Technical Proposal 70%

Price Proposal 30%

These criteria are further detailed below.

Technical Proposal

The Technical Proposal will be evaluated based upon the required information identified in the Technical Specifications, to be supplied by the proposer as set forth below.

**1. Compliance with Metra Specification**

**2. Firm Qualifications & Experience, Key Personnel Qualifications & Experience, Proposed Staffing Plan**

- a. Firm's years of experience with projects of similar or larger scope
- b. Firm's number of projects of similar or larger scope and size
- c. Key Personnel years of experience with projects of similar or larger scope
- d. Education, training, certifications of key personnel

**3. Manufacturing/Remanufacturing Capabilities & Resources**

- a. Size of Firm's current facility
- b. Manufacturing capabilities
- c. Quality Control processes
- d. Number of years at current facility
- e. Qualifications of Key Personnel
- f. Quality Assurance Plan
- g. Field Support Documentation Plan
- h. Availability of technical personnel

**4. Production and Delivery Schedule**

- a. Delivery/Acceptance of 1<sup>st</sup> commuter rail car within 36 months after Notice to Proceed
- b. Fulfillment of Metra base order 200 cars within 6648 months after ~~NTP Notice to Proceed~~ VRE base order of 21 cars within 48 months after NTP Proceed
- c. Proposed delivery schedule for option orders
- d. Proposed accelerated schedule for base and option orders

**5. Warranty & Field Support**

- a. Warranty policies and procedures, including field support for the proposed rail cars and availability of major components and spare parts

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- b. Plan for stocking spare components for rail cars proposed

**6. Training**

- a. Plan and approach for training of Metra and VRE personnel to operate and maintain the proposed rail cars
- b. Qualifications of proposed training staff

Price Proposal

The Proposal will be evaluated based on the information submitted as part of the Price Proposal as well as the information submitted in response to M-18-011, including spare parts costs, tooling costs, and lifecycle costs to Metra and VRE.

**XVII.5.3 Evaluation Procedures**

All aspects of the evaluation of the proposals and any discussions/negotiations, including demonstration, correspondence and meetings, will be kept confidential during the evaluation and negotiation process, and disclosure will be subject to the regulations governing Metra.

**Evaluation of Competitive Proposals**

- **Qualification of responsible Proposers.** Proposals will be evaluated in accordance with requirements of set forth herein, to determine the responsibility of proposers. Any proposal from proposers whom Metra finds not to be responsible and finds cannot be made to be responsible may not be considered for the competitive range. Final determination of a proposer's responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by Metra, information submitted in a BAFO and information resulting from Metra inquiry into proposer's references.
- **Detailed evaluation of proposals and determination of competitive range.** The Technical Proposal will be evaluated using qualitative/descriptive scoring system. The Technical Proposal will be compared with the proposal requirements, and the content against each of the requirements shall be evaluated according to the following qualitative/descriptive ratings:
  - **Exceptional (10):** The proposal significantly exceeds stated criteria in a way that is beneficial to Metra. This rating indicates a consistently outstanding level of quality with very little or no risk that this proposer would fail to meet the requirements of the RFP. There are essentially no weaknesses.

- **Good (8):** The proposal is considered to exceed stated criteria. This rating indicates a generally better than acceptable quality with little risk that this proposer would fail to meet the requirements of the RFP. Weaknesses, if any, are very minor.
- **Acceptable (6):** The proposal is considered to meet the stated criteria. This rating indicates an acceptable level of quality. The proposal demonstrates a reasonable probability of success. Weaknesses are minor or nonmaterial, and can be readily corrected.
- **Marginal (4):** The proposal fails to meet stated criteria, as there are weaknesses and/or deficiencies, but the weaknesses and/or deficiencies are susceptible to correction through discussions. The response is considered marginal in terms of the basic content and/or amount of information provided for evaluation, but overall the proposer is capable of providing an acceptable or better proposal.
- **Unacceptable (2):** The proposal contains significant weaknesses and/or deficiencies and/or unacceptable quality. The proposal fails to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable likelihood of success. Weaknesses and/or deficiencies are so major and/or extensive that a major revision to the proposal would be necessary.

#### **Clarifications**

After the initial evaluation, the results for all proposals will be gathered, and ranked for each of the evaluation criteria. With its initial proposal, the proposer shall ensure that it has provided accurate and complete information. If information is not complete, then Metra will either seek clarifications or declare the proposal non-responsive. Questions regarding any insufficient statements or incomplete affidavits will be sent to the proposer by Metra with a request for clarifications and/or submittal of corrected, additional, or missing documents. If a response is not provided prior to the deadline for submission of the response, then the proposal may be declared non-responsive.

Metra may waive technical irregularities in the form of the proposal that do not alter the quality or quantity of the information provided.

All requests and responses will be in writing. Responses must be submitted in accordance with the request for clarification and be limited to answering the specific information requested.

In the event an error which could affect price is discovered in the RFP during the proposal evaluation process, Metra will issue a solicitation amendment to all proposers that have submitted proposals requesting revised proposals based upon the corrected RFP.

#### **Communications**

Communications may be required during the proposal evaluation and selection process. The purpose of communications is to address minor or clerical errors in a proposal. During the process of evaluations, there may be instances in which meaningful evaluation cannot take place or proceed or where an erroneous evaluation might occur without seeking additional information. In such cases, Metra will submit a request for communications in writing to the proposer stating the information needed and the procedure and a reasonable date and time by which the information must be provided. The proposer shall provide the requested information in writing in accordance with the procedure and by the date and time indicated. If communications are not received in a timely manner, then the proposer's ratings may be adversely affected and/or the proposal may be declared non-responsive.

#### **Competitive Range**

Metra may determine the competitive range after a careful analysis of the technical and price proposals. The competitive range will include all proposers that have a reasonable chance of being selected. Such determination will be at Metra's sole discretion.

The following are requirements that must be met for a proposal to be considered for the competitive range. The requirements are not listed by any particular order of importance. Any proposal that Metra determines is unable to meet these requirements will be excluded from further consideration. The requirements are as follows:

1. Proposer is initially evaluated as responsible in accordance with the requirements stated in the RFP, or as Metra finds it is reasonable that said proposal can be

- modified to meet the requirements. Final determination of responsibility will be made with final evaluations.
2. Proposer has followed the instructions of the RFP and included sufficient detailed information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by Metra to be either a defect that Metra will waive in accordance with the RFP, or that the proposal can be sufficiently modified to meet these requirements.
  3. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible. Metra will carry out and document its evaluations in accordance with the criteria and procedures of this RFP. Any extreme proposal deficiencies that may render a proposal unacceptable will be documented. Metra will make specific note of questions, issues, concerns, and areas requiring explanation by proposers and to be discussed in any meetings with proposers that Metra finds to be within the competitive range.

**Proposals Not Within the Competitive Range**

Proposers submitting proposals that have been determined by Metra to not be in the competitive range, and cannot reasonably be made to be within the competitive range, will be notified in writing in accordance with Metra procedures. Such proposals will receive no further consideration.

**Discussions with Proposers in the Competitive Range**

The proposers whose proposals are found by the Metra to be within the competitive range, or may be reasonably improved to be within the competitive range, will be notified of any questions or requests for additional information. Each such proposer may be invited for private interview(s) and discussion(s) with Metra to discuss answers to written or oral questions on any facet of the proposal.

In the event that a proposal that has been included in the competitive range contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in this RFP then said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, Metra shall have the right to reject any and all such conditions and/or exceptions, and instruct the proposer to amend its proposal and remove said conditions and/or exceptions; and any proposer failing

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to do so may cause Metra to find the proposal to subsequently be outside the competitive range.

No information, financial or otherwise, will be provided to any proposer about any of the proposals from other proposers. Proposers will not be given a specific price or specific financial requirements that they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or otherwise unacceptable. Proposers will not be told of their rankings among the other Proposers.

#### **Site Visits**

Metra and VRE reserve the right to conduct site visits at their own cost to inspect the proposer's facilities and/or other agencies to which the proposer has supplied the same or similar product and/or service.

#### **Best and Final Offers (BAFOs)**

Although Metra reserves the right to issue a requests for clarifications, communications, discussions, proposal revisions and/or BAFOs, Metra is under no obligation to do so. Metra may make its selection and award based on the initial proposals submitted.

If a request for a BAFO is made, each of the proposers in the competitive range shall be afforded the following opportunity to amend its proposal and submit its BAFO. The request for BAFOs shall include the following:

- Notice that discussions/negotiations are concluded.
- Notice that this is the opportunity for submission of a BAFO.
- Identification of any revisions to the Technical Specifications or any revisions to any other aspects of the original RFP that are being made as a result of meetings with Proposers and also other considerations by Metra. For ease of administration, Metra reserves the right to reissue these documents in their entirety. Proposers shall modify their technical and/or price proposals in response to the changes identified in the request for a BAFO.
- A date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions,

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modifications and withdrawals of proposals provisions of the RFP.

- Notice that if proposers do not submit a BAFO or a notice of withdrawal and another BAFO, then their immediate previous Proposal will be construed as their BAFO.

Any modifications to the initial proposals made by a proposer shall be identified in its BAFO. BAFOs will be evaluated by Metra and VRE according to the same requirements and criteria as for initial proposals as specified in this RFP. Metra will make appropriate adjustments to the initial evaluations for any sub-criteria and criteria that have been affected by any proposal modifications made by the BAFOs. These final evaluations and rankings within each criteria will again be arrayed by Metra and considered according to the relative degrees of importance of the criteria defined in this RFP.

Metra will then choose that proposal which it finds to be the most advantageous to Metra based upon the evaluation criteria. The results of the evaluations and the selection of a proposal for any award will be documented in a report.

## **XVIII. METRA RESPONSE TO PROPOSALS**

### **XVIII.1 SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to this RFP and it is found by Metra to be acceptable, then a detailed cost proposal may be requested of the single proposer. A cost analysis, possibly including an audit, may be performed by or for Metra at its expense. The cost analysis will establish if the price is fair and reasonable. The proposer has agreed to provide needed data by submitting a proposal in response to this RFP.

### **XVIII.2 AVAILABILITY OF FUNDS**

This procurement is subject to the availability of funding. Sufficient funding to cover the maximum potential order for ~~5469~~ cars is not currently available. Metra will not be obligated to any quantities which exceed the 200 car minimum. VRE will not be obligated to any quantities which exceed the 21 car minimum.

### **XVIII.3 AGENCY RIGHTS**

Metra reserves the right to cancel the procurement in whole or in part, at Metra's sole discretion, at any time before the Contract is fully executed and approved on behalf of Metra.

Metra reserves the right to accept or reject any or all proposals, or any parts therein, to undertake discussions with one or more proposers, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to Metra, considering price and other evaluation criteria. Metra reserves the right to determine any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this

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RFP to be nonresponsive. Metra reserves the right to waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other proposers.

If there is any evidence indicating that two or more proposers are in collusion to restrict competition or are otherwise engaged in anticompetitive practices, then the proposals of all such proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by Metra or debarment.

#### **XVIII.4 EXECUTION OF CONTRACT**

Metra and VRE shall separately deliver a written Notice of Intent to Award to the successful Proposer. The successful Proposer shall be required to execute separate contracts with Metra and VRE. Metra and VRE shall also separately issue Notice to Proceed for each order.

Within 15 calendar days after receipt of the Notice of Intent to Award the Contract to a proposer, the proposer shall provide a signed copy of the final negotiated contract, any performance security, and copies of the certificates of insurance pursuant to the Contract Documents. In the event that proposer fails to fulfill these requirements within the specified time, Metra and VRE reserve all legal rights and remedies, including but not limited to disqualification of the proposer from this and future procurements.

Upon final approval from Metra Board of Directors, Metra will execute the Contract and issue the Notice to Proceed.

Upon final approval from VRE's Operations Board and Parent Commissions, VRE will execute the Contract and issue Notice to Proceed. VRE's contract with the successful Proposer shall be governed by the FTA Clauses, Special Conditions, General Conditions, Plans and Drawings, if any, and Detailed Specifications included in Sections 1 through 5 of this RFP. Any VRE requirements which differ from those of Metra are specifically identified and recited separately herein this RFP.

#### **XIX AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

Proposers must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Each proposer shall include in its proposal the identification number issued to it by the Virginia State Corporation Commission (SCC). If the proposer is a joint venture which does not have a SCC identification number, then the name of the joint venture shall be provided, all members of the joint venture shall be identified by full name, and each member of the joint venture shall provide its SCC identification number or establish its exemption from such requirement.

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Addendum No. ~~53~~  
Issued

**RFP 37383**

**NEW PUSH-PULL COMMUTER RAIL CARS**

**SECTION 1:**

**GENERAL CONDITIONS**

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# 1 General Conditions

## 1.1 DEFINITIONS

The following are definitions of special terms used in this document.

Throughout this Contract, “Metra/VRE” is used in instances where either Metra or VRE is the purchasing party and the defined term should be used to mean Metra when the section applies to Contractor’s Work for Metra, and VRE when the section applies to Contractor’s Work for VRE.

Addenda/Addendum: Written modifications to the published solicitation issued by Metra.

Amendment: Any change to non-financial terms such as delivery and expiration dates, FOB terms, purchase order terms, and corrections of computer input errors.

Approved Equal or Equivalent: An item, material, or method offered as a substitute for that designated in the solicitation and/or Contract Documents, for which approval in writing has been obtained from Metra. The burden of proof that a substitute is in fact equal shall rest with the Contractor.

Authorized Representative: The person or firm authorized or empowered to act for, or on behalf of, the Parties in accordance with the terms of this Contract. For the Contractor, this party may be referred to as the Contractor’s Representative.

Authorized Signer: The person who is executing the Contract on behalf of the Contractor who is authorized to legally bind the Contractor.

Bid: Includes the term “offer” or “proposal” as used in the context of a procurement or sale. A submittal to Metra/VRE in response to a solicitation.

Bidder/Offeror: One who makes a bid or submits a proposal. One who offers to perform a certain contract for a specified price.

Breach: Failure to comply with any of the material terms and/or conditions of this Contract.

Change: Any alteration in the Contract Documents modifying the scope of Work, price, Equipment, materials, facilities, services, site, performance, schedule, other material provision of the Contract, or any term that creates a material effect on Contractor’s performance of the Contract.

Change Order: A written document that alters the scope of work to be performed by the Contractor, changes the schedule of performance, increases or decreases the contract price, or increases or decreases the Contract Time.

Claim: A written demand or assertion by one of the contracting parties seeking, as a matter of right, the payment of money, the adjustment or interpretation of contract terms, or other relief arising under, or relating to, the Contract.

Contract: This agreement, including all exhibits and documents incorporated by attachment or reference, entered into by Metra/VRE for acquisition of supplies, services, construction, construction-related services, architectural services, engineering services, or the lease of real property.

Contract Documents: The FTA Clauses, Special Conditions, General Conditions, Plans and Drawings, and the Specifications. [any others?]

Contract Modification: The term used for an interim action taken to extend the expiration date of a contract, or make other changes to the contract, prior to the issuance of a Change Order or Amendment.

Contract Time: The number of days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The date specified in the Notice to Proceed shall be the date on which the Contract Time begins, and the scheduled completion date shall be the date the Contract Time ends.

Contractor: The entity to whom the Contract is awarded.

Contractor's Representative: The person designated by the Contractor to act on its behalf.

Cure Notice: Written notice from Metra/VRE to the Contractor to cure a default or deficiency or to correct Work performed not in conformance with the Contract.

Days: Calendar days unless otherwise indicated.

Delivery: The time when Equipment and/or services are turned over and fully accepted by Metra/VRE at its designated acceptance facility.

Defect/Defective: The condition of any part of the Work that does not meet the Contract Document requirements; causes the good and/or service to cease operating or to operate in a degraded mode; or inflicts damage or harm on any other portion of the Work, prior to Final Acceptance or during the period of any warranty.

Dispute: A disagreement between Metra and the Contractor, or VRE and the Contractor, as to the merits, amount or remedy arising out of a Claim or asserted default.

Drawings: All drawings necessary or required for the prosecution of the Work.

Effective Date: The date on which the Contract becomes fully executed by the Parties' Authorized Representatives in accordance with the terms of this Contract.

Equipment: Any and all machinery, vehicles, systems, assemblies, subassemblies, products, material fittings, devices, appliances, fixtures, apparatus, supplies and parts used by the Contractor or provided by the Contractor to Metra/VRE pursuant to, or in implementation of, the Contract.

Final Acceptance: Acceptance by Metra/VRE of all Work under the Contract, or a specified portion thereof, by the issuance of a notice of Final Acceptance, or other appropriate document of acceptance, certifying that the Work, or portion thereof, has been fully completed in accordance with the Contract.

Final Payment: Payment made to the Contractor within 30 days of presentation of the Contractor's final invoice and issuance of notice of Final Acceptance by Metra/VRE.

FTA: "FTA" means Federal Transit Administration, an Agency of the Department of Transportation of the United States Government.

Government: Any federal, state or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body, or entity other than Metra.

IDOT: "IDOT" means Illinois Department of Transportation.

Metra: The Northeast Illinois Regional Commuter Railroad Division of the Regional Transportation Authority (RTA) (Lead Agency).

Notice of Intent to Claim: A written notice of a potential claim submitted by the Contractor to Metra within the time limits and under the circumstances specified in the Contract Documents.

Notice to Proceed (NTP): Written authorization from Metra to the Contractor that establishes the date that the Contractor is to start work and the Contract Time begins.

Notice of Termination: A written notice delivered by any Party terminating this Contract.

Parties: As applicable (1) each of the Contractor and Metra is a Party to this Contract, and are sometimes collectively referred to as the Parties; or (2) each of the Contractor and VRE is a Party to this Contract, and are sometimes collectively referred to as the Parties.

Pass-Through Warranty: A warranty provided by the Contractor but administered directly with the component supplier.

Project Manager: The individual designated by Metra/VRE or the Contractor to manage the Contract on a day-to-day basis.

Proposer: The legal entity that responds to Metra/VRE's Request for Proposal.

Proposal: An offer submitted to Metra/VRE in response to Metra/VRE's Request for Proposal.

Request for Proposal (RFP): The document issued by Metra/VRE and soliciting proposals with respect to the Work to be performed under the Contract Documents.

RTA: “RTA” means Regional Transportation Authority, a unit of local government, body politic, political subdivision and municipal corporation under the laws of the State of Illinois.

Specifications: All things described, stated, or referenced in the Contract Documents entitled Technical Specifications, Statement of Work, Scope of Work, or any other description of the Work.

Subcontractor: Any person, firm, partnership, corporation, or other entity, other than employees of the Contractor, that are hired or contracted for by the Contractor to perform work and/or furnish labor, or labor and materials, under the Contract.

Sub-supplier: Any manufacturer, company, or agency, providing components or parts to a Supplier for inclusion of work under the Contract.

Submittal: Any written or graphic document or sample prepared by or for the Contractor that is required by the Contract Documents to be submitted to Metra/VRE by the Contractor.

Superior Warranty: A warranty still in effect after all contractually required warranties have expired and administered directly between the Supplier and Metra/VRE.

Supplier: Any individual, partnership, firm, corporation, joint venture, or any combination thereof, who provides material or equipment, but not labor or services, to the Contractor and who is responsible to the Contractor by virtue of an agreement with the Contractor.

Suspension: A temporary stop, delay, interruption, or cessation.

Total Contract Price: The total amount payable to the Contractor plus the price of any options exercised, and/or Change Orders during the Contract Time.

VRE: The Virginia Railway Express, jointly owned and operated by the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC).

Work: All designs, engineering, manufacturing, operations, materials, equipment, parts, and labor required to properly, timely, and to the satisfaction of Metra, provide all services and/or materials required in the Contract Documents, including all alterations, amendments, or extensions thereto made by Change Order; the successful completion of all required tests and all reliability periods; the remedy of all defects and completion of all necessary repairs and modifications resulting from the tests, the reliability periods, and warranties as required by the Contract Documents.

## **1.2 PERFORMANCE**

Contractor shall provide everything necessary to complete this Contract on order and in compliance with all obligations under this Contract, including, but not limited to the following: all permits, labor, materials, manuals, training, components, tools, equipment, insurance, transportation, facilities, services, etc., necessary to furnish and deliver the equipment specified in the Contract.

### **1.3 AUTHORITIES AND LIMITATIONS**

#### **1.3.1 Metra – Authorities and Limitations**

This Contract between Contractor and Metra is made and shall be interpreted under the laws of the State of Illinois, and Contractor, and each of Contractor's sureties, agrees and consents that only the courts of the State of Illinois, the United States District Court for the Northern District of Illinois, the 7<sup>th</sup> Circuit Federal appellate courts, and the United States Supreme Court shall have jurisdiction over related controversies. Contractor and Contractor's sureties irrevocably consent to jurisdiction of said courts and waive any objection based on venue or forum non conveniens.

The articles, sections, paragraphs or other headings shown are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

The Contract is the entire agreement of the Parties. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding on Metra unless in writing signed by the Sr. Division Director, General Administration or his designee, collectively Metra's Authorized Representative. No modification or waiver shall be deemed effected by the Contractor's acknowledgement or confirmation containing other or different terms.

All work shall be performed under the direction of the Sr. Division Director, General Administration, or his/her designee, who alone shall have the power to bind Metra and to exercise the rights, responsibilities, authorities, and functions vested in him by the Contract. Wherever any provision in this Contract specifies an individual (such as, but not limited to, Engineer, Inspector, Site Manager, or Architect) or organization, whether Metra or private, to perform any act on behalf of or in the interests of Metra, that individual or organization shall be deemed to be Metra's Sr. Division Director, General Administration's Authorized Representative under this Contract, but only to the extent so specific. The Sr. Division Director, General Administration may, through written instrument, at any time during the performance of this Contract, vest in any such Authorized Representatives additional power and authority to act for him.

The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by an Authorized Representative in accordance with the authority to act for Metra's Sr. Division Director, General Administration. Contractor assumes all the risk and consequences of performing the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not Authorized in writing to issue such order.

All Contract Documents, conferences, letters, technical information, and drawings provided by the Contractor shall be conducted or offered solely in the English language using both the U.S. customary system of weights and measures and the Metric units of system of weights and measures. All payment shall be in United States currency.

#### **1.3.2 VRE – Authorities and Limitations**

This Contract between Contractor and VRE is made and shall be interpreted under the laws of the Commonwealth of Virginia, and Contractor, and each of Contractor's sureties, agrees and consents

that any litigation with respect to this Contract shall be brought in an appropriate Circuit Court of the Commonwealth. Contractor and Contractor's sureties irrevocably consent to jurisdiction of said courts and waive any objection based on venue or forum non conveniens.

The articles, sections, paragraphs or other headings shown are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

The Contract is the entire agreement of the Parties. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding on VRE unless in writing signed by the VRE Contracting Officer or his/her designee. No modification or waiver shall be deemed effected by the Contractor's acknowledgement or confirmation containing other or different terms.

All work shall be performed under the direction of the VRE Contracting Officer, or his/her designee, who alone shall have the power to bind VRE and to exercise the rights, responsibilities, authorities, and functions vested in him/her by the Contract. Wherever any provision in this Contract specifies an individual (such as, but not limited to, Engineer, Inspector, Site Manager, or Architect) or organization, whether VRE or private, to perform any act on behalf of or in the interests of VRE, that individual or organization shall be deemed to be VRE's Authorized Representative under this Contract, but only to the extent so specific. The VRE Contracting Officer may, through written instrument, at any time during the performance of this Contract, vest in any such Authorized Representatives additional power and authority to act for him/her.

The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by an Authorized Representative of VRE. Contractor assumes all the risk and consequences of performing the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not Authorized in writing to issue such order.

The Contractor, their agents and employees shall also comply with all covenants and provisions of the Virginia Department of Rail and Public Transportation (DRPT) Master Agreement for the Use of Commonwealth Transportation Funds with the Northern Virginia Transportation Commission (NVTC) dated April 24, 2012 and shall be made expressly a part of any subcontracts executed by the Contractor and shall be binding on all subcontractors, vendors, their agents and employees.

All Contract Documents, conferences, letters, technical information, and drawings provided by the Contractor shall be conducted or offered solely in the English language using both the U.S. customary system of weights and measures and the Metric units of system of weights and measures. All payment shall be in United States currency.

#### **1.4 ORDER OF PRECEDENCE**

The order of precedence of the component parts of the Contract Documents, as amended, in accordance with this Contract shall be as follows:

FTA Clauses,

Special Conditions,  
General Conditions,  
Plans and Drawings, if any, and  
Detailed Specifications

Any issued Addenda or Change Order shall be a part of the Contract and shall take precedence over any other part of the Contract wherever they conflict. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided in other parts of the Contract.

## **1.5 MATERIALS AND WORKMANSHIP**

### **1.5.1 Equipment/Supplies**

The Contractor shall be responsible for all materials and workmanship for the equipment/supplies procured, whether manufactured by the Contractor, Subcontractor, or purchased from another supplier. This provision excludes any equipment leased or supplied by Metra/VRE, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during performance of the Work. Unless specifically provided for in the detailed specifications, all materials and parts furnished by the Contractor shall be new and free from defects.

### **1.5.2 Hazardous Material Identification and Safety Data Sheets**

Hazardous material includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including any revisions adopted during the term of the contract).

The Contractor must identify any hazardous material to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet (SDS) submitted under this contract.

During performance of this Contract, the Contractor shall notify Metra/VRE in writing if the Contractor determines that any other material to be delivered under this Contract is hazardous.

The Contractor agrees to submit, for each item as required, a SDS, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material. If during performance of this Contract, there is a change in the composition of the hazardous material(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate data on the SDS, the Contractor shall promptly notify Metra/VRE and resubmit the data.

## **1.6 CONFORMANCE WITH SPECIFICATIONS AND DRAWINGS**

Materials furnished and Work performed by the Contractor shall conform to the requirements of the specifications and this Contract. Notwithstanding the provision of drawings, technical specifications, or other data by Metra/VRE, the Contractor shall have the responsibility of

supplying all parts and designs required to complete the Work as defined, even if such details may not be specifically mentioned in the drawings and specifications. The Contractor is responsible for, and shall promptly notify Metra/VRE of, any omissions, discrepancies, or variations in the drawings and specifications. Items that are installed by Metra/VRE shall not be the responsibility of the Contractor unless they are included in the Contract (such as warranty repairs). Unless otherwise specified in the specification and/or Contract, all product(s) and material(s) shall be of new construction, new production, or manufactured new with all new sub-components. Metra/VRE will not accept refurbished, recycled, or remanufactured product(s) or material(s) as being of new construction, new production, or manufactured as new.

## **1.7 INSPECTION AND TESTING**

### **1.7.1 General**

Metra, VRE and the Virginia Department of Rail and Public Transportation (DRPT) shall at all times have access to the Work, the Contractor and, through the Contractor, its Subcontractors and Suppliers. The Contractor, Subcontractors, and Suppliers shall furnish every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements of the Contract. All Work done shall be subject to Metra's and VRE's inspection and approval.

The Contractor shall inspect all materials, supplies, and Equipment that are to be used, or incorporated in the Work. In addition, the Contractor shall conduct a continuous program satisfactory to Metra/VRE of quality control for all Work performed under the Contract. The Contractor shall have the primary responsibility for inspecting the Work. Metra/VRE's inspection is conducted to verify that the Contractor has performed its inspections properly. Any observation, verification, inspection, or approval of the Work by Metra/VRE shall not relieve the Contractor of any of its obligations to perform the Contract as prescribed. If, in the opinion of Metra/VRE, the Contractor fails to execute its responsibility for quality control and inspection on any part of the Work, then Metra/VRE, or its designee(s), may, at its option, conduct quality control and inspection activities in lieu of the Contractor at the Contractor's expense. Such inspection shall not relieve the Contractor of its liability for defective or unsuitable Work, as described in Section 1.7.2: Non-Conforming Work.

### **1.7.2 Non-Conforming Work**

If Metra/VRE determine that materials, Equipment, or workmanship proposed for or used in the Work is non-conforming, then Metra/VRE shall have the right to reject such Work by giving the Contractor written notice that such Work is non-conforming. Metra/VRE, at its option, shall require the Contractor, within a designated time period as set forth by Metra/VRE, to either (1) promptly repair, replace, or correct all Work not performed in accordance with the Contract at no cost to Metra/VRE; or (2) provide a suitable corrective action plan at no cost to Metra/VRE for its acceptance. Once accepted by Metra/VRE, the Contractor shall implement the corrective action plan at no cost to Metra/VRE. If the corrective action plan as accepted by Metra/VRE does not remedy the defective or non-conforming Work, then the Contractor shall remain responsible for remedying the non-conforming Work to Metra/VRE's satisfaction and at no additional cost to Metra/VRE. The Contractor shall also be responsible for repairing all property and Work damaged by the Contractor at no cost to Metra/VRE. Under no circumstances shall the Contractor be

entitled to additional time or money for the correction of defective or non-conforming work, or for the repair of damaged property. Metra/VRE facilities may not be used for repair work by Contractor, unless authorized by Metra/VRE.

Metra/VRE's inspection of the Work or right to reject non-conforming Work shall not relieve the Contractor of its full responsibility for performing the Work in full conformance with the Contract. No failure or forbearance of Metra/VRE in notifying the Contractor of non-conforming Work shall relieve the Contractor of its contractual responsibility to ensure that the Work is performed in accordance with the Contract.

### **1.7.3 Risk of Loss**

Risk of loss and property damage to the Equipment shall pass to Metra/VRE upon (1) arrival of the equipment and/or services at Metra/VRE's location; (2) joint inspection by the Parties; and (3) completion and execution of Conditional Acceptance (as defined in the Specifications). However, Metra/VRE shall not be responsible for, and Contractor shall retain all risk of loss or damage due to, Equipment failure or failure due to design or workmanship deficiencies, as well as all damage caused by Contractor's negligence or willful misconduct. Contractor resumes the risk of loss any time it removes the Equipment from Metra/VRE's possession and control for any actions prior to Final Acceptance. Transfer of risk of loss shall not be deemed to transfer title or to constitute conditional or Final Acceptance of the Equipment and/or services.

## **1.8 DELIVERY**

It is understood and agreed that time of delivery is of the essence of this Contract. If the Contractor is delayed in the delivery of Equipment or services purchased under the Contract by a cause beyond his control, it must immediately upon receiving knowledge of such delay, give written notice to Metra/VRE and request an extension of time for completion of the Contract. Metra/VRE will examine the request and determine if the Contractor is entitled to an extension. Metra/VRE will notify the Contractor of the decision in writing.

All materials shipped to Metra/VRE must be shipped F.O.B. destination. If prior delivery notification is specified, arrangements must be made by the Contractor with Metra/VRE's designated receiving location at least twenty-four (24) hours in advance to arrange for receipt of the materials. The material must then be delivered where directed and as agreed upon.

## **1.9 LIQUIDATED DAMAGES**

### **1.9.1 Generally**

Metra/VRE's need for Equipment is of paramount importance to Metra/VRE's continuance of successful public service. Operating Metra/VRE's aging Equipment increases capital costs, and thus Metra/VRE's need for reliable Equipment increases over-time. For this reason and others, time is of the essence, and acceptance and operation of the Equipment as scheduled is of vital importance to Metra/VRE. It is agreed that the liquidated damages described in this Contract shall not be construed and treated by the Parties as imposing a penalty upon the Contractor and its sureties for failing to complete the work in a timely manner or to deliver the Equipment as agreed, but as liquidated damages to compensate Metra/VRE for failure to deliver operable Equipment within a planned schedule that

complies with the Contract such that it is accepted for service (hereinafter sometimes referred to as “Acceptable Equipment”). Liquidated damages shall be assessed separately for each piece of Equipment. Liquidated damages under this section are solely for damages arising out of the delay in delivery of Acceptable Equipment, and do not compensate Metra/VRE for damages for breach of warranty or other breach of this Contract to which Metra/VRE otherwise may be entitled, whether before or after termination of this Contract by Metra/VRE, including the extra costs of obtaining substitute equipment or performance from others. Payment of liquidated damages, and acceptance thereof by Metra/VRE, does not constitute a waiver or settlement of any Claim for damages for such breaches (other than for delay in delivering Acceptable Equipment), and nothing in this section is intended to limit such Claims.

### **1.9.2 Delivery and Acceptance Factor**

The Contractor shall provide a schedule for Metra/VRE’s approval based on the requirements in the solicitation. In the event Contractor fails to deliver Equipment such that it is accepted on or prior to the date provided for in the approved schedule pursuant to this Contract, Contractor or its sureties shall pay agreed liquidated damages at the rate of two-hundred fifty (\$250) per day per Car (as defined in the Specifications) until the Car is Conditionally Accepted. Permitting the Contractor to continue to deliver Equipment after the required delivery dates or any extended dates shall in no way operate as a waiver by Metra/VRE of its rights to liquidated damages.

### **1.9.3 Accrued Liquidated Damages**

Metra/VRE may, but shall not be obligated to, deduct any liquidated damages payable to it from any money Metra/VRE otherwise owes or would owe Contractor. Liquidated damages are payable on Metra/VRE’s demand. Liquidated damages for late delivery shall accrue over the term of this Contract and shall be settled promptly thereafter, by wire transfer, unless Metra/VRE agrees to another form of payment. At Metra’s or VRE’s discretion, settlement of liquidated damages may occur prior to the term’s expiration. All liquidated damages assessed under this Contract, will not exceed 10% of the Total Contract Price for Metra (the “Metra LD Cap”) and 15% of the Total Contract Price for VRE (the “VRE LD Cap”), and shall be in full and final satisfaction for all Claims for which any liquidated damages are assessed hereunder. In addition, the Metra LD Cap and the VRE LD Cap shall be included in the Contractor’s overall contract liability cap to Metra/VRE as set forth in Section 1.12.3.4.

## **1.10 PAYMENT**

### **1.10.1 General Payment Conditions**

The amounts set forth in the price schedule are full compensation from Metra/VRE due Contractor for performance of this Contract. Contractor shall:

- Only accept orders accompanied by a purchase order from Metra/VRE.
- Provide timely invoicing for all purchases of products and services.

- Send all invoices to accounts payable and in contracts containing a Disadvantaged Business Enterprise Goal, include a copy to [VRE's or] Metra's Office of Diversity of Civil Rights.
- Invoices must include:
  - The purchase order number provided by Metra/VRE [(see below for Release Notices- not mentioned anywhere else).]
  - The item number, as it corresponds to the purchase order, if applicable.
  - The product part number.
  - A description of each product or service, as stated in the purchase order.
  - Itemized quantity, unit price, and invoiced amount.
  - The hours and rates used, when applicable.
  - The time period covered by the invoice.
  - The total invoiced amount for the invoice.
  - The remit-to-address.
- Invoices must be billed according to the Pricing Exhibits set forth in Section 2.9.3 and include any required documentation.

Work not meeting the requirements of the Contract shall be made acceptable by Contractor, and unsuitable Work may be rejected by Metra/VRE, notwithstanding that payment for such Work may have been previously authorized and included in a progress payment. A deduction may be made from subsequent payments and withheld until such time as the correction of such unsuitable Work. The amount of the deduction will be set by Metra/VRE and the amount should be in proportion to the value of the non-conforming work.

### **1.10.2 Invoicing**

All invoices received by Metra/VRE will be approved or rejected and returned by Metra or VRE within 30 days. In the event the invoice is not directed to accounts payable, Metra or VRE may take an additional 30 days for handling. Metra or VRE, as applicable, will pay all invoices submitted in accordance with this Contract within 30 days of its approval of the Contractor's invoice. Metra or VRE may request corresponding back-up documentation to corroborate any invoices.

### **1.10.3 Grant Funded Invoicing**

If Contractor fails to invoice within two years of its providing Equipment or services, Contractor bears the risk that grant funding may no longer be available to pay said invoices. If grant funding is withdrawn as a direct result of Contractor's performance under this Contract, Contractor will bear sole responsibility for its loss.

### **1.10.4 Prompt Payment**

#### **1.10.4.1 Metra – Prompt Payment to Subcontractors and Suppliers**

The Contractor agrees to pay each Subcontractor and Supplier under this Contract for satisfactory performance of its respective contract no later than 15 days from the receipt of each payment the Contractor receives from Metra. Any failure to comply with this section will be a material breach of this Contract, and Metra reserves all its rights in law and equity for such breach. In addition, such breach will be consideration for the Contractor's responsibility status for future contracts with Metra. Any delay or postponement of

payment from the above referenced time frame may occur only for good cause following written approval of Metra. This clause applies to both DBE and non-DBE subcontracts.

The Contractor agrees to return retainage payments to each Subcontractor and Supplier within 15 days after the Subcontractors' and Suppliers' work is satisfactorily completed. Any delay or postponement of payment from above referenced time frame may occur only for good cause following written approval of Metra. This clause applies to both DBE and non-DBE Subcontractors and Suppliers.

#### **1.10.4.2 VRE – Prompt Payment to Subcontractors and Suppliers**

In the event that the Contractor utilizes a Subcontractor for any portion of the Work under this Contract, the Contractor hereby agrees to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by VRE for work performed by a Subcontractor under this Contract:

- a. Pay a Subcontractor for the proportionate share of the total payment received from VRE attributable to the work performed by that Subcontractor under this Contract; or
- b. Notify VRE and any Subcontractors, in writing, of its intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

The Contractor shall be obligated to pay interest to a Subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from VRE for work performed by a Subcontractor under this Contract, except for amounts withheld under subsection (b.) of this section. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the provisions of this section may not be construed as an obligation by VRE. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **1.10.4.3 Prompt Payment to Contractor**

The Parties have negotiated payment terms and agree that the provisions of the Local Government Prompt Payment Act, 30 ILCS 505 are superseded by the below payment terms:

- (a) Contractor agrees to develop a Weighted-Average-Payment-Term (“WAPT”) mechanism as follows:
  - (i) The WAPT will be monitored on yearly basis (April 1<sup>st</sup> – March 31<sup>st</sup>); and it will measure the actual payment terms of:

- A. all invoices with a due date between April 1<sup>st</sup> and March 31<sup>st</sup> of the reference year; and
  - B. all invoices that are unpaid and due as of April 1<sup>st</sup> of the reference year.
- (ii) Each year, the WAPT must be equal to, or below, 60-days on the last day of September and on the last day of March.
- (iii) The WAPT will be calculated as follows (example with two invoices):
- A. Invoice #1: US\$10 million invoice is received in Alstom’s bank account within 55 days of invoice submission
  - B. Invoice #2: US\$5 million invoice is received in Alstom’s bank account within 85 days of invoice submission

Weighted Average Payment Term<sup>1</sup>

$$= \frac{(10 \text{ m USD} * 55 \text{ days}) + (5 \text{ m USD} * 85 \text{ days})}{(10 \text{ m USD} + 5 \text{ m USD})} = 65 \text{ days}$$

- (iv) If the WAPT, on the last day of September or on the last day of March, is above 60 days then:
- A. Metra will be charged an interest penalty at a yearly rate of 3% annualized + maximum of (0% or LIBOR-1 month). The interest penalty will be calculated as follows:
    - (i) If WAPT as of March 31, 20XX = 65 days
    - (ii) If the reference invoice value used to calculate the WAPT = US\$15 million
    - (iii) If LIBOR-1 month as of March 31, 20xx = 1%

$$\text{Interest penalty} = \frac{((3\%+1\%)*(US\$15 \text{ million})*(65 \text{ days}-60 \text{ days}))}{((365 \text{ days}))} = \text{US\$ } 8,219.18$$

LIBOR-1 month can be found from multiple sources, e.g.: <https://www.global-rates.com/en/interest-rates/libor/american-dollar/usd-libor-interest-rate-1-month.aspx>

(b) Contractor may issue a default notice to Metra, allowing 90 days from such non-payment to remedy such default, or upon agreement with Contractor, for Metra to present Contractor with a plan of remedy for such later date;

(c) After reviewing and discussing Metra’s plan of remedy, if unacceptable, Contractor may immediately issue a Notice of Termination if such payment is not made within 150 days from the date the invoice payment was due.

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<sup>1</sup> In this equation, m=million.

Pursuant to §2.2-4350 – 2.2-4355 of the Code of Virginia, VRE shall pay any invoice (not disputed) submitted by Contractor within 60 days of receipt of such invoice.

- (a) The terms of Section 1.10.4.3(a) above shall apply to VRE, where any reference to Metra will be replaced by VRE.
- (b) Contractor may issue a default notice to VRE, allowing 90 days from such non-payment to remedy such default, or, upon agreement with Contractor, for VRE to present Contractor with a plan of remedy for such later date;
- (c) Contractor may immediately issue a termination notice that if such payment is not made within 150 days from the date the invoice payment was due.

### **1.10.5 Taxes**

The Total Contract Price does not include any taxes or fees from which Metra/VRE is exempt. Metra/VRE is exempt from various federal taxes, all state and unit of local government taxes, and registration and license fees. Contractor shall promptly notify Metra/VRE, and afford it the opportunity before payment of any taxes, to contest said claims in the manner and to the extent it may elect, and to settle or satisfy such claims.

### **1.11 TITLE AND WARRANTY OF TITLE**

The Contractor warrants that title to the Equipment purchased will pass to Metra or VRE (as applicable) free and clear of all liens, claims, and encumbrances upon the first of either Metra's/VRE's Conditional or Final Acceptance, and upon the associated payment.

The Contractor warrants that all articles of materials delivered hereunder shall be free from defect of material and workmanship and that all parts furnished will conform to samples, specifications and/or drawings as may be applicable, and will fit for the purpose for which purchased. The warranty period shall be for one (1) year, unless otherwise provided for in this Contract, from the date of delivery or date of Final Acceptance, whichever is later. Metra/VRE may return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance of items by Metra/VRE or payment therefor shall not relieve the Contractor of its responsibilities hereunder.

### **1.12 LEGAL CLAUSES**

#### **1.12.1 Award Process**

All written information which Contractor has furnished to Metra and VRE in connection with Metra/VRE's RFP is part of the basis on which Metra and VRE have evaluated award of this Contract. Contractor represents to Metra and VRE that all facts, plans, or promises contained therein, other than such as may be contradicted by or expressly superseded by Contractor's offer, are true, and Contractor acknowledges that Metra and VRE are entitled to rely thereon.

### 1.12.2 Notices

Except as otherwise specified elsewhere in this Contract, all requests, notices, demands, authorizations, directions, consents, waivers, or other documents required or permitted under this Contract shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage pre-paid, or hand delivered, or when received if sent by any other means, at the respective addresses shown below, or to such other address as either party may from time to time furnish to the other in writing.

If to Metra, a copy to both:

Metra  
547 W. Jackson Blvd., 16th  
Floor  
Chicago, Illinois 60661  
Attn: Chief Mechanical Officer

Metra  
547 W. Jackson Blvd., 11th  
Floor  
Chicago, Illinois 60661  
Attn: Contracting Agent

If to VRE, a copy to both:

VRE  
1500 King Street, Suite 202  
Alexandria, Virginia 22314  
Attn: Chief Operating Officer

VRE  
1500 King Street, Suite 202  
Alexandria, Virginia 22314  
Attn: Manager of Purchasing  
and Contract Administration

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If to Contractor, a copy to both:

Steve Charles  
Alstom  
1 Transit Drive  
Hornell, NY 14843

Stacey Joslin  
Alstom  
641 Lexington Ave  
Floor 28  
New York, NY 10025

### 1.12.3 Indemnification; Liability Caps

#### 1.12.3.1 Metra - Indemnification

To the full extent permitted by law, Contractor agrees to assume all risk and to indemnify, defend, and hold harmless Metra, the Regional Transportation Authority (“RTA”), and the Northeast Illinois Regional Commuter Railroad Corporation (“NIRCRC”), and their respective directors, officers, employees, and agents (collectively referred to as “Metra Indemnitees”) from and against all claims, liabilities, losses, damages, demands, liens, encumbrances, judgments, awards, costs, suits, actions, proceedings, fees, expenses, and

attorney's fees and other expenses of litigation or arbitration, which any of them may incur, sustain, or be subject to on account of:

- a) injury to person or death or property damage, arising out of, in whole or in part, the Contractor's performance of this Contract (including warranty work) or Contractor's failure to perform under this Contract;
- b) injury to any person or death or property damage arising out of, in whole or in part, any defect or alleged defect of design, workmanship, or materials contained in the Equipment purchased by Metra hereunder, regardless of whether the relevant work, materials, or design was made by Contractor, Subcontractor, or Supplier; or any unreasonably dangerous condition contained in such Equipment, regardless of the extent to which Metra may have participated in any design work, and regardless of any inspections or approvals by Metra; or
- c) injury to any person or death or property damage arising out of, in whole or in part, intentional misconduct, negligent acts, errors, or omissions of Contractor's officers, employees, servants, agents, Subcontractors, and Suppliers;

provided, however, that the Contractor shall not indemnify, defend, or hold harmless the Metra Indemnitees to the extent such injury, death, or damage is caused by the negligence or willful misconduct of any of the Metra Indemnitees.

Each Party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action, or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action, or proceeding. Metra shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. Metra shall, at the request of the Contractor, furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. Metra shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

#### **1.12.3.2 VRE - Indemnification**

The Contractor shall not seek to hold liable VRE, the Commonwealth of Virginia, the Virginia Department of Rail and Public Transportation, the Virginia Department of Transportation, or any of its officers, agents and employees (the "VRE Indemnitees") for any claims, judgments, losses, and expenses of any nature whatsoever arising out of the Contract or arising out of the activities funded in whole or in part by the Contract. The Contractor shall defend, indemnify, save, and hold harmless VRE, and its officers, agents and employees against all claims and liability, including cost and expenses, arising out of, in whole or part, the acts or omissions of the Contractor or the acts or omissions of the Contractor's Subcontractors, agents or employees. However, the Contractor shall not indemnify, defend, or hold harmless the VRE Indemnitees to the extent such injury, death, or damage is caused by the negligence or willful misconduct of any of the VRE Indemnitees. The foregoing obligations shall survive termination of this Contract with respect to liabilities arising during its term. The Contractor agrees to maintain adequate

insurance in an amount and form herein specified and approved by VRE to protect VRE and its officers, agents, and employees from liability arising out of the Contract.

### **1.12.3.3 Exclusion of Indirect Damages**

In no event shall Contractor be liable to Metra/VRE for any indirect, special, incidental or consequential damages, including liability for loss of investment, profit, revenue, return, use, operating time, business interruption or otherwise, resulting from, or arising out of, performance, or breach, of this Contract.

### **1.12.3.4 Maximum Contract Liability**

Under no circumstances shall the liability of Contractor in connection with all contractual remedies provided hereunder or by law exceed 100% of the Total Contract Price (the “Liability Cap”). The Liability Cap includes all amounts received under the Metra LD Cap and the VRE LD Cap. The foregoing shall not apply to damages resulting from: (a) violation of or failure to comply with applicable law; (b) the unauthorized disclosure of the other party’s confidential information in violation of this contract or a related nondisclosure agreement; (c) fraud, intentional misconduct or gross negligence.

Not Used. [See language in 1.12.3.1 and 1.12.3.2.]

### **1.12.4 Suspension of Work**

Metra/VRE may, at any time and for any reason within its sole discretion, issue notice to the Contractor suspending, delaying, or interrupting all or any part of the Work for a specified period of time.

The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of Work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon written direction from Metra’s Authorized Representative or VRE’s Authorized Representative.

The Contractor shall be allowed an equitable adjustment in the Total Contract Price (excluding profit) and/or an extension of the Contract Time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay, or interruption due to the fault or negligence of the Contractor. As soon as reasonably possible after receipt of the written suspension of work notice, the Contractor shall submit to Metra/VRE’s Authorized Representative a detailed price and schedule proposal for the suspension, delay, or interruption.

### **1.12.5 Notice of Labor Dispute**

Whenever any Party has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, they shall immediately give written notice thereof to the other Party, including all relevant information.

In addition, the Contractor agrees to insert the substance of this clause in any subcontract in which a labor dispute may delay the timely performance of the Contract.

### **1.12.6 Force Majeure; COVID-19**

**1.12.6.1** If the Contractor is delayed at any time during the progress of the Work by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by Metra/VRE subject to the following cumulative conditions:

1. Such cause may include “Force Majeure” events defined as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood, and any other natural disaster; civil disturbance, strikes, and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor due to a Force Majeure event described above;
2. The Contractor demonstrates that the completion of the Work and/or any affected deliveries will be actually and necessarily delayed;
3. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
4. The Contractor makes written request and provides other information to Metra/VRE as described below.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

Metra/VRE reserves the right to rescind or shorten any extension previously granted, if subsequently Metra/VRE determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay.

Notwithstanding the above, Metra/VRE will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with Metra/VRE within 14 calendar days after the commencement of the delay, and (2) a written application therefor, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with Metra/VRE within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under the Contract. Metra/VRE shall make its determination within thirty (30) calendar days after receipt of the application.

#### **1.12.6.2 COVID-19.**

The Parties agree that the SARS-CoV-2 (also referred to as Coronavirus, COVID, or COVID-19, and to distinguish this virus from other coronaviruses, shall be defined as “COVID-19”) pandemic is impacting, and may continue to impact, the transportation industry. COVID-19 impacts on the transportation may include by way of description and not limitation: (a) emergencies declared by the federal, state, and/or local government, (b) travel restrictions or bans as imposed by local, state, or federal authorities, (c) mandatory closures or reduction of staff, (d) quarantine or isolation mandated, prescribed, or required by a medical doctor or medical personnel and/or an order of government or civil or military authorities, (e) exposure to and/or contraction of COVID-19, and (f) mandatory stay-at-home orders or remote work orders (collectively, “COVID-19 Issues”). COVID-19 Issues may arise in one jurisdiction (which shall be deemed to include federal, state, and local municipalities, in any form, whether formally incorporated or otherwise recognized as an independent jurisdiction) that do not affect any other jurisdiction and may thereby create alternate restrictions or limitations as between such locations. If a COVID-19 Issue should arise making compliance with the terms of this Contract impossible or improbable as a result of such COVID-19 Issue, the Parties agree to the following modifications of the Contract.

The Parties agree to extend all deadlines in the Contract by the number of days the COVID-19 Issues delayed the performance of the Work under this Contract. If a COVID-19 Issue should exist in one jurisdiction that would make it impossible or improbable for a Party to comply with the terms of the Contract, the Parties shall deem same a COVID-19 for purposes of this Contract. By way of example, should a COVID-19 Issue exist in one county which results in travel restrictions, and a portion of the scope of work to be conducted hereunder, the Parties shall deem same a COVID-19 Issue for purposes of this Contract.

#### **1.12.7 Termination for Convenience**

Metra/VRE may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Metra/VRE’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall in no less than 30 days (unless otherwise approved by Metra/VRE), submit its termination claim to Metra/VRE to be paid the Contractor. If the

Contractor has any property in its possession belonging to Metra/VRE, the Contractor will account for the same, and dispose of it in the manner Metra/VRE directs.

### **1.12.8 Termination for Breach**

In the Event of a Contractor Default (defined below), Metra/VRE may terminate this Contract for breach. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in breach. Metra/VRE shall pay the Contractor (i) engineering costs incurred, (ii) close-out costs, and (iii) the contract price for supplies delivered and accepted in accordance with the manner of performance set forth in the Contract in excess of Metra's or VRE's actual or liquidated damages. Any such termination for breach shall not in any way operate to preclude Metra/VRE from also pursuing all available remedies against Contractor and its sureties for said breach.

Metra/VRE, prior to a termination for breach, shall give notice allowing the Contractor an opportunity to cure such breach. Contractor shall have 15 business days from the date of such notice to respond with a plan for such cure, and such longer time period to cure as the Parties may agree.

If it is later determined by Metra/VRE that the Contractor had an excusable reason for not performing; such a Force Majeure or COVID-19 Issue (as set forth in Section 1.12.7) or any event which is not the fault of or is beyond the control of the Contractor; Metra/VRE (after setting up a new delivery of performance schedule) may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Contractor Event of Default means:

- (a) a material breach of the Contract by the Contractor;
- (b) the Contractor is willfully violating any of the provisions of the Contract;
- (c) the Contractor has abandoned the Work; or
- (d) the entry of an order for relief in a proceeding in bankruptcy (other than Chapter 11 of Title 11 of the U.S. Code, as the same may be amended) in which Contractor is the named debtor; Contractor's making of an assignment for the benefit of Contractor's creditors; or the filing of: (i) any bankruptcy proceeding against Contractor, other than Chapter 11 of Title 11 of the U.S. Code, (ii) any proceeding for an assignment for the benefit of Contractor's creditors or (iii) any proceeding for appointment of a receiver or custodian of the assets and property of Contractor, which proceeding shall be consented to or acquiesced to be by Contractor or has not been discharged or terminated within ninety (90) days.

### **1.12.9 Waivers of Remedies for Any Breach**

In the event that Metra/VRE elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Metra/VRE shall not limit Metra/VRE's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **1.12.10 Compliance with Laws and Regulations**

The Contractor shall at all times observe and comply with all applicable statutes, ordinances, regulations and codes of the Federal, State, City, and other local government agencies, which may in any manner affect the performance of the Contract.

### **1.12.11 Changes of Law**

Changes of law that become effective after the solicitation due date may result in changes that affect price. If a price adjustment is indicated, either upward or downward, then it shall be negotiated between Metra/VRE and the Contractor, and the Total Contract Price will be adjusted upward or downward to reflect such changes in law. Such price adjustment may be audited, where required.

### **1.12.12 Maintenance of Records; Access by Metra/VRE; Right to Audit Records**

#### **1.12.12.1 Records Retention**

The Contractor will retain, and will require its Subcontractors and Suppliers of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

#### **1.12.12.2 Retention Period**

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than ten (10) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

#### **1.12.12.3 Access to Records**

The Contractor agrees to provide sufficient access to Metra/VRE, their grantors, and their contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

#### **1.12.12.4 Access to the Site(s) of Performance**

The Contractor agrees to permit Metra/VRE, its grantors and its contractors access to the sites of performance under this contract as reasonably may be required.

### **1.12.13 Conflicts of Interest; Gratuities**

#### **1.12.13.1 Metra – Conflicts of Interest; Gratuities**

The Contractor is prohibited from engaging in any practice that may be considered as a conflict of interest under existing Metra policies and/or state law, and to refrain from

participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

The Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with its performance. An organizational conflict of interest occurs when, due to other activities, relationships or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to Metra; a firm or person's objectivity is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of the Contract.

Members of the board of directors, officers and employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any Contract or any direct pecuniary interest in any Contract which will be wholly or partially performed by the payment of any funds or the transfer of property of Metra. Any firm, partnership, association or corporation from which any member of the board of directors, officer or employee of Metra is entitled to receive more than seven and one-half percent (7 ½) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by payment of funds or the transfer of property of Metra. Any firm, partnership, association or corporation from which members of the board of directors, officers, employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children are entitled to receive in the aggregate more than fifteen percent (15%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any Contract which will be performed in whole or in part by the payment of funds or the transfer of property of Metra.

#### **1.12.13.2 VRE – Conflicts of Interest; Gratuities**

The Contractor and its officers and employees shall comply with the provisions of the Virginia Conflict of Interest Act (Section 2.2-3100 et. seq., VA Code Ann.), the State and Local Government Conflict of Interests Act, Section 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act, the terms of which are incorporated herein by reference.

VRE is intent on avoiding conflicts of interest associated with the award of this Contract. To these ends, prospective Contractors must identify existing and prospective contractual relations they have (or could have) with agencies which could present sources of conflict as part of the proposal submission.

VRE standards of conflict prohibit VRE employees, officers, board members, or agents from participating in the selection, award, or administration of a third-party contract or subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award (a) an employee, officer, board member or agent (b) any member of his or her family (c) his or her partner or (d) an organization that employs or intends to employ any of the above.

VRE standards of conflict also prohibit real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or subrecipient or impair its objectivity in performing the contract work.

#### **1.12.14 State of Illinois Gift Ban Act**

The Contractor shall comply with the applicable provisions of the State of Illinois Gift Ban Act, 5 ILCS 425/1 *et. seq.*, and refrain from providing gifts to Metra's employees in violation of either the Act or Metra's Gift Ban Policy.

#### **1.12.15 General Nondiscrimination Clause**

In connection with performance of the Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, disability, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

#### **1.12.16 Modification of Contract; Waiver**

##### **1.12.16.1 Modification**

Any modification or amendment of any provisions of any of the Contract Documents shall be effective only if in writing, signed by Authorized Representatives of both Metra/VRE and the Contractor, and specifically referencing the Contract.

##### **1.12.16.2 Waiver**

In the event that either Party elects to waive its remedies for any breach by the other Party of any covenant, term or condition of the Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of the Contract.

#### **1.12.17 Remedies Not Exclusive**

The rights and remedies of Metra/VRE provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **1.12.18 Counterparts**

The Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

#### **1.12.19 Severability**

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidating the remainder of such provision or the remaining provisions of the Contract.

### **1.12.20 Third Party Beneficiaries**

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

### **1.12.21 Set-off Rights**

Metra/VRE may, but shall not be obligated to, withhold from and set off against any undisputed payment otherwise due under the Contract or in connection with the Contract.

### **1.12.22 Assignment of Contract and Subcontracting**

The Contractor agrees that neither this Contract nor any part of it or any of the monies due from this Contract may be assigned without the prior consent of Metra/VRE. Any successor or assignee under this Contract will be required to accede to all of the terms, conditions and requirements of this Contract as a condition precedent to such succession or assignment. Assignment of any portion of the Work by subcontract must be approved in advance by Metra/VRE, in writing. Metra/VRE reserves the right to assign performance of all or part of the Contract as advertised, competed, evaluated, and awarded including base and option quantities.

Contractor shall not enter into any Subcontract for Work to be performed under this Contract in excess of One Million (\$1,000,000) ("Major Subcontractor") without Metra/VRE's prior written consent. For such Major Subcontractors, the Contractor shall submit to Metra/VRE, the intended scope, the dollar value, and whether the Subcontractor is a DBE. Metra/VRE may, at its sole discretion, request additional information, conduct interviews with the Major Subcontractor, or visit the Major Subcontractor's place of manufacture, in determining whether such written consent is acceptable. Any consent by Metra/VRE to subcontracting any part of the Work will not be construed as an acceptance of the Subcontract of any of its terms. Such consent shall only operate as an acceptance of the making of a subcontracting between Contractor and subcontractor.

Subcontracting will not release the Contractor from any of its liability under the Contract or release Contractor or any of its sureties from any liability under the sureties. All Subcontractors must look only to the Contractor for the payment of claims of any nature whatsoever arising out of the Subcontract. The Contractor shall include in all agreements with Subcontractors, as pertaining to this Contract, that its Subcontractor shall make no claim whatsoever against Metra/VRE, its employees, officers, or agents, for any Work performed or thing done by reason of the Subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor by the Subcontract.

A Subcontractor shall be recognized by Metra/VRE only in the capacity of an employee, agent, or contractor of the Contractor. Metra/VRE is to be notified of all Subcontractors so employed regardless of size or amount of the subcontract. The Contractor is to provide

Metra/VRE a listing of said Subcontractor(s) employed and the product(s) supplied for the performance of this Contract on a quarterly basis with updates.

The Contractor shall be responsible for the compliance of its Subcontractors with the requirements with all federal, state, and local/municipal laws, ordinances, rules, and regulations (including those of Metra/VRE) as may be applicable.

Contractor shall take no action or enter into any agreement which would prevent or prohibit any of its Subcontractors from communicating with Metra/VRE concerning, and Metra/VRE may communicate with any of the Contractor's Subcontractors concerning, any matter relevant to the performance of this Contract or to the possible replacement of Contractor with a substitute in the case of an event of default.

Contractor shall cause each Major Subcontractor to file with Metra/VRE a debarment certification similar in form and substance to that required of the Contractor. Metra/VRE reserves the right to require the Contractor or any Major Subcontractor to reissue an updated certificate from time to time.

#### **1.12.23 Independent Parties**

The Contractor is an independent contractor with respect to the performance under this Contract, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of Metra/VRE.

#### **1.12.24 Survival**

The following sections shall survive the nominal expiration or discharge of other contract obligations, and Metra/VRE may obtain any remedy under law, in contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

Intellectual Property

Data Rights

Indemnification

Governing Law and Choice of Forum

Disputes

Maintenance of Records; Access by Agency; Right to Audit Records

Confidential Information

Parts Availability Guarantee

Warranty and Reliability

Liquidated Damages

#### **1.12.25 No Obligation by the Regional Transportation Authority**

Metra and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Regional Transportation Authority ("RTA") in or approval of the solicitation or award of this Contract, and absent the express written consent by the RTA, the RTA is not a party to this Contract and it shall not be subject to any obligations or liabilities imposed on Metra, Contractor, or any other party (whether or not a party to this Contract).

## **1.13 INTELLECTUAL PROPERTY**

### **1.13.1 Intellectual Property Indemnification**

The Contractor shall indemnify, defend and hold harmless Metra/VRE (and its officers, directors, agents or employees) to the maximum extent permitted by law from and against any and all claims, liabilities, losses, damages or expenses (including attorneys' fees and related costs, whether or not litigation has commenced), whether direct or indirect, arising out of, relating to or in connection with any claim or allegation that the ownership, possession or use of any software, materials, equipment, devices, processes or other materials provided by the Contractor under this Contract infringe or violate the patent, copyright, trade-secret or other intellectual-property or proprietary rights of any third party. In case any such software, materials, equipment, devices, processes or other materials are held to constitute an infringement and their use enjoined, then the Contractor, at the Contractor's sole cost and expense, shall do one of the following:

1. Secure for Metra/VRE the right to continue using the software, materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty-free license, or licenses;
2. Replace such software, materials, equipment, devices or processes with non-infringing software, materials, equipment, devices, or processes; or
3. Modify them so that they become non-infringing.

If the amount of time necessary to proceed with one of these options is deemed excessive by Metra/VRE, then Metra/VRE may direct the Contractor to select another option or risk Metra/VRE terminating for breach.

Metra/VRE shall advise the Contractor of any pending patent suit related to the Contract against Metra/VRE and provide all information available. The Contractor's obligations under this section are discharged and Metra/VRE shall hold the Contractor harmless with respect to the equipment or part if it was specified by Metra/VRE and all requests for substitutes were rejected, and the Contractor advised Metra/VRE of a potential infringement.

### **1.13.2 Intellectual Property Warranty**

The Contractor represents and warrants that any use of the Equipment, or any part thereof, by Metra/VRE (or its officers, directors, agents, employees or transit users) will not infringe or violate the patent, copyright, trade-secret or other intellectual-property or proprietary rights of any third party.

The Contractor further represents and warrants that it has or will have all appropriate licenses, agreements or ownership rights pertaining to all patent, copyright, trade-secret or other intellectual-property or proprietary rights needed for the performance of its obligations under the Contract, including without limitation that it will have all necessary rights to use patentable or copyrightable materials, equipment, devices, or processes not furnished by Metra used on or incorporated in the Work under the Contract. The Contractor

assumes all risks arising from the use of any such patented or copyrighted materials, equipment, devices or processes.

### **1.13.3 Tooling Rights**

The Contractor, its Subcontractors, and Suppliers shall not sell, destroy, or otherwise dispose of their rights to the use of, the unique castings, patterns and forming or extrusion dies after their use in the production of the equipment without first offering them to Metra/VRE, with reasonable costs associated with the transfer to be borne by Metra/VRE, or, in the case of a proposed sale to another, without first offering them for sale to Metra/VRE at a fair market price. The Contractor shall be liable to Metra/VRE to the extent that the failure of the Contractor, its Subcontractors and Suppliers, to comply with this Section causes Metra/VRE to incur costs to have the tooling replicated.

For purposes of this Section the terms “sell” and “sale” shall not include transfer of these assets to a successor corporation or other entity that assumes the business and obligations of any Contractor, Subcontractor, Supplier or manufacturer herein, including obligations arising under the Contract. Upon Contractor’s offer of any of the materials described above and Metra/VRE’s refusal, the Contractor’s obligation with regard to Tooling Rights, as it relates to the specific materials offered and refused, shall cease.

### **1.13.4 Publicity**

Metra/VRE reserves the right to review and approve all Metra/VRE-related material prior to publication. Published information shall be factual and shall in no way imply that Metra/VRE endorses the Contractor’s firm, service, or product.

## **1.14 DATA RIGHTS**

### **1.14.1 Proprietary Rights/Rights in Data**

The Contractor hereby grants to Metra/VRE on behalf of itself and its Subcontractors, and Suppliers, (as to whom the Contractor represents and warrants that it has the power and authority to grant such sublicense), an irrevocable, perpetual, royalty-free, nonexclusive license and sublicense (“Technology License”) to use, itself or through its agents or assigns, for the approved purposes described below, without recourse to the original Contractor, Subcontractor, Supplier or manufacturer all patented, copyrighted and unpatented technology, know-how, trade secrets and other proprietary rights, and documentation thereof (except manufacturing detailed drawings and software, which is separately defined at and licensed as described below), which is included in the material and/or Equipment, including but not limited to all systems, subsystems, assemblies, subassemblies, components and interface systems and controls which are necessary for the operation, maintenance and repair, overhaul of the material and/or Equipment, and for the manufacture of parts which are unavailable for purchase, as defined below, all of which shall be designated the “Licensed Technology.”

#### **1.14.1.1 Uses**

Metra/VRE’s rights under this Technology License shall be limited to its use for the following (the “Approved Purposes”), it being explicitly understood that

“Equipment” in this section means the Equipment manufactured specifically for this Contract:

1. Evaluation and qualification for the purposes of future Equipment procurements to be delivered under the Contract;
2. Preparation of specifications for future production orders of Equipment employing some or all of the Licensed Technology to complete the Work hereunder;
3. Maintenance and repair of the Equipment;
4. Overhaul of Equipment;
5. Manufacture of parts for the Equipment that become unavailable for purchase.

Before using the Licensed Technology for the Approved Purposes in this paragraph, Metra/VRE may solicit proposals and shall include the Contractor in bids solicited. The term “unavailable for purchase” means that a part is no longer being manufactured by Contractor or its Suppliers; or an inventory of the part in sufficient quantities to meet Metra/VRE’s needs is not available for purchase; or no supplier will sell a part to Metra/VRE or cannot supply the part according to a delivery schedule that meets Metra/VRE’s needs; or that no supplier will offer the part at a commercially reasonable price.

“Unavailable for purchase” can be demonstrated through a public solicitation receiving no responsive and responsible bids or proposals.

#### **1.14.1.2 Limits**

Metra/VRE shall not have the right under this Technology License either to use the Licensed Technology to manufacture the Equipment itself, or to have the Equipment manufactured for it by a third party as a sub-licensee of Metra/VRE, except as specified in paragraph 5 above. Other than for performance of the Work and as set forth in Section 1.14.1.1, Metra/VRE is not granted, nor can Metra/VRE grant to any third parties, any design rights to the Licensed Technology to design any specifications for future projects.

#### **1.14.2 Software Escrow Account**

Prior to payment, the Contractor shall provide Metra/VRE a list of all software comprising proprietary works (“Proprietary Software”). Source code for the Proprietary Software and all related documentation required for the use and modification thereof, and any revisions or derivative works based on the Proprietary Software developed pursuant to the Contractor’s performance of the Contract (collectively, “Escrow Materials”) shall be deposited in an escrow account with a third party for no less than forty (40) years. The Contractor shall pay all initial and future costs related to the escrow account. The escrow materials shall only be obtainable and usable by Metra/VRE in the event that Contractor: (1) ceases business operations; (2) enters into an agreement for the liquidation of its assets; or (3) fails to support the continued use of the Proprietary Software by Metra/VRE after Metra/VRE has issued a notice to Contractor of such breach, which Contractor does not respond to within 30 days to establish a rectification plan, then such Escrow Materials shall be released after a period of 60 calendar days from the date of such notice.

## **1.15 CHANGES**

### **1.15.1 Contractor Changes**

If the Contractor chooses to propose changed scope, then the Contractor must submit a notice of proposed change to Metra/VRE for its prior written approval. The notice should describe the proposed change, identifying the proposed change and stating the reasons for the change, including relevant circumstances, impacts on the schedule, and estimated cost impacts.

Upon receipt of the proposed change notice, Metra/VRE may choose to either reject the notice or to request Contractor to submit a detailed proposal within a specified time period. If Metra/VRE accepts the proposed change notice, it may issue an Interim Change Notice specifying the proposed change and action that the Contractor should undertake. The Interim Change Notice may include a not-to-exceed amount for the change based upon the Contractor's estimate. If Metra/VRE requests a proposal, then the Contractor's proposal shall set forth any changes to the Total Contract Price, including, if applicable, a line item breakdown and per unit increases, Contract delivery schedule, and/or any technical requirements of the Contract.

Any Interim Change Notice issued by Metra/VRE must be formalized in a written Change Order approved by the [Agency?]. Oral Change Orders are not permitted. Metra/VRE shall have the right to conduct a cost/price analysis prior to approving any Change Order.

The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Metra/VRE's Authorized Representative.

### **1.15.2 Metra/VRE Changes**

Metra/VRE may make changes to this Contract by notifying the Contractor.

Metra/VRE may issue an Interim Change Notice specifying the proposed change and action that the Contractor should undertake. Upon receipt of the Interim Change Notice and as soon as reasonably possible, but no later than thirty (30) calendar days, or a date agreed to by the parties, the Contractor shall submit to Metra/VRE's Authorized Representative a detailed price and schedule proposal for the Work to be performed. The Contractor's proposal shall set forth any changes to the Total Contract Price, contract delivery schedule, or any technical requirements of the Contract. This proposal shall be accepted or modified by negotiations between the Contractor and Metra/VRE's Authorized Representative. At that time, a Change Order shall be executed in writing by both Parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Disputes clause. Regardless of any Disputes, the Contractor shall proceed with the Work ordered.

Oral Change Orders are not permitted.

### **1.15.3 Claims**

#### **1.15.3.1 Notice of Intent to Claim**

The Contractor shall give to Metra/VRE a written Notice of Intent to Claim within thirty (30) calendar days after the Parties have been unable to negotiate a pending change related to any act or event for which it intends to seek adjustment in the Total Contract Price, Contract Time, terms, or schedule. The notice shall set forth the basis of the Claim and an estimate of any costs and time impacts involved.

The written Notice of Intent to Claim shall set forth the following:

1. The reasons the Contractor believes additional compensation and/or allowance of additional time may be due;
2. The nature of the costs involved or time needed;
3. The Contractor's plan for mitigating such cost and delay; and
4. The Contractor's best estimate of the amount of potential Claim and time extension, and basic facts supporting the amount and time claimed.

#### **1.15.3.2 Claim Submittal**

The Contractor shall submit its Claim within thirty (30) calendar days after submitting the Notice of Intent to Claim. The following must be provided with the Claim:

1. Detailed factual statement of the Claim, with all necessary facts, events, locations, and affected Work.
2. Date of the event giving rise to the Claim; if there are continuing or multiple events, provide all dates necessary to support the Claim.
3. Names of all persons who made any statements with respect to, or are knowledgeable of, the facts and events giving rise to the claim.
4. Specific provisions of the Contract supporting the Claim, with a statement of supporting rationale.
5. Identification of all documents including meeting minutes, transcriptions of oral communications, photographs, videos, tapes, and any other evidence supporting the Claim.
6. Detailed analysis of a request for an extension of item.
7. Detailed breakdown of request for additional compensation.

Failure to submit sufficient detail to permit Metra/VRE to conduct a review of the Claim may result in rejection of the Claim.

Each Claim the Contractor submits for an adjustment that is related to a delay for any cause shall include the following:

1. A time impact analysis and a revised schedule demonstrating how the delay is incorporated into the schedule;

2. Alternative proposal(s) and a revised schedule that demonstrate how the delay will be eliminated or mitigated.

The Contractor shall maintain cost records of all Work, which is the basis of any claim, in the same manner as is required for Changed Work in Section 1.15 of this Contract.

### **1.15.3.3 Claims Process**

Within 30 calendar days after the receipt of the Claim, Metra/VRE shall either render a decision, provide an estimated date when a decision will be made, or request that the Contractor submit additional information and details to establish the facts and contentions involved in the Claim.

If Metra/VRE does not make a decision within 30 days after it receives all information required to evaluate the Claim, or within any extended period mutually agreed to in writing by the Parties, the Claim shall be deemed rejected by Metra/VRE, and the Contractor shall be notified in writing. If the Contractor fails to comply with any provision of this Section 1.15 in the time and manner specified, it shall waive any relief that might otherwise be due with respect to such Claim.

Metra/VRE may at its discretion, unilaterally or in agreement with the Contractor, make payments or grant extensions of time on any part of a Claim it determines to have been substantiated to its satisfaction. If the Contractor agrees to a final payment or extension of time related to a certain, described portion of its Claim, such agreements shall constitute an unconditional release of Metra/VRE from any further obligations related to that described portion of the Claim.

If Metra/VRE finds the Claim to have merit, in whole or in part, then Metra/VRE and Contractor will negotiate the terms of a Change Order in the Work in compliance with Section 1.15 of this Contract. If the Contractor and Metra are unable to reach agreement on a Change Order, then Metra/VRE may issue a unilateral Change Order. The unilateral Change Order shall constitute a final decision by Metra/VRE.

If any Claim or portion thereof remains in dispute following a final decision by Metra/VRE, then the Contractor may pursue further resolution through the Disputes clause.

Pending final resolution of a Claim, the Contractor shall proceed diligently with the performance of its obligations under the Contract in accordance with the written directions of Metra/VRE.

#### **1.15.3.4 No Claims after Final Payment**

In no event shall any Claims be made after Final Payment. Failure by the Contractor to submit Claims in a timely manner shall result in a waiver by the Contractor as to such Claims.

#### **1.15.4 Disputes**

##### **1.15.4.1 Metra – Disputes**

Except as otherwise provided in the Contract, any Dispute concerning a question of fact arising under or related to the Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed-to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with Metra's decision, as the case may be.

Nothing in this Section shall prohibit Metra from pursuing the resolution of a dispute with the Contractor independently from VRE, and nothing in this Section shall prohibit VRE from pursuing the resolution of a dispute with the Contractor independently from Metra.

**Notice of Dispute.** All disputes shall be initiated through a written dispute notice submitted by either Party to the other Party within fourteen (14) calendar days of the determination of the dispute.

**Negotiation between Authorized Representatives.** The Parties shall attempt in good faith to resolve any Dispute arising out of or relating to the Contract promptly by negotiation between individuals who have authority to settle the controversy and who are at a higher level of management than the people with direct responsibility for administration of the Contract. Any Party may give the other Party written notice of any Dispute not resolved in the normal course of business as provided. Within fourteen (14) calendar days after delivery of the Dispute notice, the receiving Party shall submit to the other Party a written response. The Dispute notice and written response shall include: (1) a statement of the Party's position and a summary of the arguments supporting that position; (2) any evidence supporting the Party's position; and (3) the name of the individual who will represent that Party and of any others who will accompany the executive in negotiations. Within twenty-eight (28) calendar days after delivery of the Dispute notice, the Authorized Representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary, to attempt to resolve the Dispute. All reasonable requests for information by one Party to the other shall be honored.

**Referral to executive management.** If the matter has not been resolved by the Authorized Representatives within twenty-eight (28) calendar days of the Dispute notice, then the Dispute may be referred to executive management of each Party to settle the dispute and who shall likewise meet to attempt to resolve the dispute. Each Party's Authorized Representative shall submit a written dispute summary to the Executive Officers of each Party, along with all documentation and minutes from the negotiations. The Executive

Officers shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored. Any dispute that is not resolved by the Executive Officers of the Parties within 30 days of such dispute referral through the operation of the provisions of this paragraph, may submit such dispute to any mutually agreed-upon alternative disputes resolution process, or finally submitted to any court in Circuit Court of Cook County, Illinois. Pending final resolution of a dispute hereunder, the Parties shall proceed diligently with the performance of their respective obligations under the Contract, and in the case of the Contractor, in accordance with the written directions of Metra.

**Alternative dispute resolution.** If agreed to by both Parties, Disputes may be resolved by a mutually agreed-to alternative dispute resolution process that may include structured negotiations different from above, such as mediation or arbitration.

#### **1.15.4.2 VRE – Disputes**

Except as otherwise provided in the Contract, any Dispute concerning a question of fact arising under or related to the Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the Dispute resolution process, or mutually agreed-to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a Dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with VRE's decision, as the case may be.

Nothing in this Section shall prohibit Metra from pursuing the resolution of a Dispute with the Contractor independently from VRE, and nothing in this Section shall prohibit VRE from pursuing the resolution of a Dispute with the Contractor independently from Metra.

**Notice of Dispute.** All disputes shall be initiated through a written Dispute notice submitted by either party to the other party within fourteen (14) calendar days of the determination of the dispute.

**Negotiation between Authorized Representatives.** The Parties shall attempt in good faith to resolve any Dispute arising out of or relating to the Contract promptly by negotiation between individuals who have authority to settle the controversy and who are at a higher level of management than the people with direct responsibility for administration of the Contract. Any Party may give the other Party written notice of any Dispute not resolved in the normal course of business as provided. Within fourteen (14) calendar days after delivery of the Dispute notice, the receiving Party shall submit to the other Party a written response. The Dispute notice and written response shall include: (1) a statement of the Party's position and a summary of the arguments supporting that position; (2) any evidence supporting the Party's position; and (3) the name of the individual who will represent that Party and of any others who will accompany the executive in negotiations. Within twenty-eight (28) calendar days after delivery of the Dispute notice, the Authorized Representatives of both Parties shall meet at a mutually acceptable time and place, and

thereafter as they reasonably deem necessary, to attempt to resolve the Dispute. All reasonable requests for information by one Party to the other shall be honored.

**Referral to executive management.** If the matter has not been resolved by the Authorized Representatives within twenty-eight (28) calendar days of the Dispute notice, then the Dispute may be referred to executive management of each Party to settle the Dispute and who shall likewise meet to attempt to resolve the Dispute. Each Party's Authorized Representative shall submit a written dispute summary to the Executive Officers of each Party, along with all documentation and minutes from the negotiations. The Executive Officers shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary, to attempt to resolve the Dispute. All reasonable requests for information by one Party to the other shall be honored. Any Dispute that is not resolved by the Executive Officers of the Parties within 30 days of such Dispute referral through the operation of the provisions of this paragraph, may submit such Dispute to any mutually agreed-upon alternative dispute resolution process, or finally submitted to any court in the Circuit Court of Alexandria, Virginia. Pending final resolution of a Dispute hereunder, the Parties shall proceed diligently with the performance of their respective obligations under the Contract, and in the case of the Contractor, in accordance with the written directions of VRE.

**Alternative dispute resolution.** If agreed to by both Parties, Disputes may be resolved by a mutually agreed-to alternative dispute resolution process that may include structured negotiations different from above, such as mediation or arbitration.

## **1.16 ILLINOIS FREEDOM OF INFORMATION ACT (FOIA)**

### **1.16.1 Generally**

Metra is subject to the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.* Contractor should assume any materials provided to Metra will be subject to public disclosure. Under FOIA, Metra may exempt trade secrets and commercial or financial information marked as proprietary, privileged or confidential, if such disclosure of the information would cause competitive harm to the Proposer and only as the claim directly applies to the records requested. To the extent Contractor provides Metra records it believes are subject to this provision, it must clearly mark the header or footer of each page of the applicable material as "confidential." If Metra agrees the exemption is applicable, it will withhold the material unless and until it is directed to disclose the information pursuant to law, a court order, subpoena, or decision from the Illinois Attorney General.

### **1.16.2 Confidential Information**

Metra shall employ sound business practices no less diligent than those used for Metra's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that are marked in accordance with Section 1.16.1, to protect against disclosure of such information and material to third parties except as permitted by the Contract and required under law. The Contractor shall

be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, bears appropriate notices as described above.

During the performance of the Work under the Contract, it may be necessary for either Party (the “**Discloser**”) to make confidential information available to the other Party (the “**Recipient**”). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

### **1.17 COMMONWEALTH OF VIRGINIA FREEDOM OF INFORMATION ACT (FOIA)**

The Virginia Freedom of Information Act, §2.2-3700 *et seq.* shall also govern the release of public records related to this procurement and the resultant contract with VRE. Trade secrets or proprietary information related to a procurement may not be subject to public disclosure, provided the requirements of §2.2-4342F VA Code Ann. are met.

Trade secrets or proprietary information submitted by a proposer in connection with a procurement transaction submitted pursuant to Code of Virginia, subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 *et seq.*).

However, the proposer shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials;
2. Identify the data or other materials to be protected by clearly marking each individual page with “PROPRIETARY”; and
3. State the reasons why protection is necessary.

Except for the foregoing limitation, VRE may duplicate, use, and disclose in any matter and for any purpose whatsoever and have others do so, all data furnished in response to this RFP. VRE has the right to release trade secrets or proprietary information to a third party which may assist VRE in the review and evaluation of proposals and administration of the resultant contract with VRE.

### **1.18 AMERICANS WITH DISABILITIES ACT**

The Contractor agrees to comply with, and assure that any subcontractor complies with all applicable requirements of 42 USC 12101 *et seq.*

### **1.19 APPROPRIATION**

Consistent with Metra's enabling statute, if this Contract is for a period of longer than one year, it is subject to the appropriation of funds by Metra's Board of Directors for each year beyond the first year of the Contract.

### **1.20 CERTIFICATIONS**

As a Condition of award the Contractor and all Subcontractors executed a set of certifications provided by Metra/VRE attached in Section 5. Metra/VRE conditioned award of this Contract on the veracity of the executed certifications. If it is discovered that the Contractors' certificates were false at the time of execution, Metra/VRE may terminate the Contract and require Contractor reimburse Metra/VRE for its costs in identifying and selecting a replacement contractor. In the event a Subcontractors' certificates were false at the time of execution, Metra/VRE may require Contractor replace the Subcontractor at no additional cost to Metra/VRE.

**1.21 INSURANCE REQUIREMENTS**

**1.21.1 Requirements**

Requisition Number: PR37383

Event: New Push-Pull Commuter Rail Cars

Effective concurrently with the commencement of the Work, the contractor/vendor shall obtain and maintain throughout the life of the work, the insurance coverage as noted here. With the exception of Products Liability, all coverage needs to be written on an occurrence form. All insurers must carry an AM Best Rating of A-/VII or better.

TYPE OF COVERAGE	AMOUNT REQUIRED
1. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined)	7(1)(s) Each Occurrence Aggregate
2. EXCESS COMPREHENSIVE GENERAL LIABILITY-EXCESS OF PRIMARY LIMITS (1), (2), and (4) Bodily Injury Liability & Property Damage Liability (combined)	Each Occurrence Aggregate
3. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)	Combined Single Limit
4. PRODUCTS LIABILITY	Each Occurrence Aggregate

For Metra, Additional Insureds shall be as follows: The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation.

For VRE, Additional Insureds shall be as follows: The Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as the Virginia Railway Express, the Commonwealth of Virginia, the Virginia Department of Rail and Public Transportation, the Virginia Department of Transportation and their officers, employees and agents shall be additional insureds on any insurance policy issued for the work to be performed. The Contractor shall present satisfactory evidence of insurance coverage before commencing with any work, so that they are protected for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by the Contractor to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions of this Contract, or any

breach by Contractor of its representations or warranties; (b) any actual or willful misconduct or negligence of the Contractor, its employees or agents in direct connection with the work; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents, proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright or invention by the Contractor in direct connection with the work; (d) inverse condemnation, trespass, nuisance or similar taking of harm for all damage to life and real property committed or caused by the Contractor, its employees or agents in direct connection with all activities in connection to the Work; or (e) any assumed liabilities.

All policies must:

1. Include a waiver of subrogation, thereby waiving Contractors' rights of subrogation against Metra, VRE and any additional insureds.
2. Include the Additional Insured Endorsement for all coverages including products and completed operations.
3. Be primary and non-contributory on all applicable coverages.
4. All deductibles applicable to the insurance coverage shall be borne by the contractor/vendor. Self-insurance reserve programs are prohibited, unless approved by Metra's Risk Management Department or VRE's Contracting Officer.
5. All Subcontractors retained or hired for the Work shall be required to maintain proportional limits of insurance and terms similar to those required of the prime contractor, but as reasonably applicable (which may be less than the entire scope of terms and limits required of the prime contractor).

Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Contractor/Vendor will immediately notify Metra and VRE of the cancellation, non-renewal, material change or reduction in coverage of any required insurance policy. Such notice shall be sent certified mail to Metra, care of the Director of Risk Management, 547 W. Jackson, Suite 1500, Chicago, IL 60661 and to VRE, care of the Manager of Purchasing and Contract Administration, 1500 King Street, Suite 202, Alexandria, VA 22314.

Contractor shall provide Metra and VRE with separate certificates of insurance. In no event shall the failure by Metra or VRE to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the contractor/vendor's obligation to obtain the required insurance coverages. Failure by Metra or VRE to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth herein, or failure by Metra or VRE to identify a deficiency in the evidence provided, shall not be construed as a waiver of the obligation to procure or maintain the insurance required hereunder. The acceptance of delivery by Metra or VRE of any certificate of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the certificates of insurance are in compliance with such requirements.

### 1.21.1.1 Commercial General Liability Insurance

The Commercial General Liability policy shall include the following coverage limits when limits are indicated:

7(1)(s)

per occurrence

aggregate

aggregate for completed operations and products liability

### 1.21.1.2 Automobile Liability Insurance

The Automobile policy shall include the following additional coverage limits:

Include all autos owned by the contractor/vendor as well as hired and non-owned autos used by the contractor/vendor and autos used by the contractor/vendors' employees while on Metra or VRE property.

7(1)(s)

for Property Damage (if not combined in single limit)

### 1.21.1.3 Workers Compensation and Employers Liability Insurance

Workers Compensation Insurance coverage should be at statutory limits.

As a minimum, the Employers Liability policy shall include coverage limits of:

7(1)(s)

for bodily injury by accident  
for bodily injury by disease, each employee  
Aggregate liability

## **2 Special Conditions**

### **2.1 TERM AND ORDER PROCESS**

This Contract shall remain effective for all Work described herein for a period of 72-months from the date Metra issues a Notice to Proceed to the mutually-agreed delivery schedule. The Contractor agrees to complete each phase of the Work in accordance with the schedule and timelines described within this Contract. The Contractor shall complete all services described herein within 150 months of the date Metra issues Notice to Proceed.

The Contractor shall supply a minimum of two hundred twenty-one (221) new Cars and up to a maximum of five hundred sixty-nine (569) new Cars and the specified parts in accordance with Section 4 of the Technical Specifications. Metra and VRE may issue orders for specified quantities any time within the 72-month period provided that continuous production is maintained between the Base and all elected Options by awarding the Options within 12 months of the last scheduled production car delivery. Optional Car Features would be awarded no later than NTP + 6 months. All orders will be made in writing, and require signed authorization of Metra's Executive Director, or his designee, or VRE's Contracting Officer, or his designee, as appointed in writing by either the Executive Director or Board Chairman for Metra or VRE's Contracting Officer. Absent such written authorization, or designation if applicable, no order shall be fulfilled. Further, Metra and VRE reserve the right to cancel or modify an initial order and will only be obligated to cover Contractor's reasonably incurred costs in fulfillment of that order. For each order received in compliance with this Section, Contractor shall respond with a delivery schedule.

### **2.2 PAYMENT AND PERFORMANCE BONDS**

Both a labor and material payment bond, and a performance bond shall be provided under this Contract, prior to NTP, each individually in the amount of one hundred (100%) of the base order total. The base order shall total 200 Cars for Metra and 21 Cars for VRE. Contractor shall provide Metra and VRE with separate payment and performance bonds. Additional bonds, in the amount of one hundred (100%) of each option, shall be provided within thirty (30) days of Metra or VRE exercising an option. The surety on each bond must be responsible for one hundred percent (100%) of damages up to one hundred percent (100%) of the Total Contract Price. For any increase in the Total Contract Price through the duration of the Contract, as amended, additional bonding in the amounts stated above must be provided within thirty (30) days' notice from Metra or VRE for Metra's or VRE's review and approval. The surety must be on the most recently published Department of the Treasury's Listing of Approved Sureties (Department Circular 570) throughout the contract, and the surety will be required to assure, in writing, performance of the Contract. Additionally, any attorney-in-fact who signs any bond must attach to that bond an effective copy of his/her power of attorney, as well as a Jurat page. The acceptable bond forms are the February 1970 Edition of AIA Document A311, Performance Bond, and Labor and Material Payment Bond.

Unless otherwise agreed, the bonds (with respect to Metra or VRA) shall be continuously in effect until the completion of Contractor's warranty obligations (for Metra or VRE, as applicable).

The Contractor's sureties shall be jointly and severally liable under its performance bond to Metra and VRE in the event that the Contractor shall breach any of its obligations under this Contract. Contractor acknowledges and agrees that for purposes of this Contract, Metra and VRE shall not be deemed a merchant pursuant to the Uniform Commercial Code Section 2104.

### **2.3 KEY PERSONNEL**

Contractor must, and where applicable must cause its Major Subcontractors to, include among staff assigned to the Work the persons in the capacities identified in its proposal (the "Key Personnel"). Key Personnel shall devote all of their respective time and efforts to completing their respective tasks in connection with the Work when their respective responsibilities so require, and shall otherwise be reasonably available when and as required by Metra/VRE without material conflict with other duties, until completion of the Work. Contractor shall not reassign or replace or permit reassignment or replacement of any Key Personnel without the prior written consent of Metra/VRE in each case. Within four (4) weeks after the position of any Key Personnel becomes vacant, Contractor shall replace or cause the replacement of the person previously holding the vacant position with another person who has at least equivalent qualifications, experience, and knowledge as that of the person replaced and who is acceptable to Metra/VRE. Metra/VRE may require Contractor to replace or cause to be replaced any Key Personnel whom Metra/VRE deems in its reasonable discretion to be unsatisfactory.

### **2.4 QUALITY ASSURANCE PROGRAM**

The Contractor shall establish a quality assurance program conforming to Exhibit 1-J of the RFP (Mechanical Department Quality Assurance Requirements and Mechanical Quality Plan (MQP)) and the FTA Quality Management System Guidelines (FTA-PA-27-5194-12.1 issued December 2012). In addition, these requirements shall be imposed on all entities within the Contractor's organization and on all manufacturers, Subcontractors, and Suppliers who will perform work under the Contract to ensure that the quality standards are consistent throughout the entire supply chain and throughout the life of the Contract. The Contractor shall submit one quality assurance program documentation applicable for both Metra and VRE with their proposal for review and approval by Metra/VRE. Metra/VRE shall be the sole judge as to compliance of the Contractor's quality assurance program with Metra/VRE's requirements and the appropriate quality assurance standards.

### **2.5 DELIVERY AND ACCEPTANCE**

#### **2.5.1 Generally**

The Contractor bears full responsibility for all costs for transport of Cars to Metra/VRE, as well as for delivery of spare parts or components, training materials, manuals, and any related materials shipped to Metra/VRE's designated destinations.

All cars ordered by Metra must be delivered to:

Metra's Western Avenue Coach Yard  
ATTN: Director-Mechanical  
Metra's Milwaukee District  
2741 W. Grand Ave.  
Chicago, Il 60612 USA

All spare parts for Metra must be delivered to:

Metra Harvey Material Distribution Center  
ATTN: Storekeeper  
17010 South Halsted Street  
Harvey, IL 60426 USA

All maintenance and parts manuals, drawings, and any other final deliverables for Metra must be delivered to:

Metra  
Attn: Chief Mechanical Officer  
547 W. Jackson Blvd.  
Chicago, Illinois 60661 USA

All cars ordered by VRE must be delivered to:

VRE Broad Run Maintenance and Storage Facility  
10637 Piper Lane  
Bristow, VA 20136

All spare parts for VRE must be delivered to:

VRE Crossroads Maintenance and Storage Facility  
9400 Crossroads Parkway  
Fredericksburg, VA 22408

All maintenance and parts manuals, drawings, and any other final deliverables for VRE must be delivered to:

VRE Crossroads Maintenance and Storage Facility  
Attn: Mechanical Operations Manager  
9400 Crossroads Parkway  
Fredericksburg, VA 22408

The Contractor will use good-faith efforts to effectively manage third-party transportation with a carrier on a daily basis for Cars destined for Metra/VRE. Contractor shall update Metra/VRE as appropriate on a daily basis with respect to movement of the Cars.

Testing, issuance of the Certificate of Fitness for Delivery, Conditional, or Final Acceptance will not abrogate any other requirement of the Contract, or estop Metra/VRE from asserting their rights with respect to any defect or incompleteness in a car, whether or not then known.

### **2.5.2 Pre-Shipment Inspection and Fitness for Delivery**

A Fitness for Delivery certificate will be issued for each Car once it has successfully undergone pre-shipment inspection and testing through a Metra/VRE approved procedure. All non-conformities shall be addressed prior to shipment and the Car history book shall be complete and ready for review and approval by Metra/VRE or its designated representative. The Pre-Shipment Inspection report shall be forwarded to Metra/VRE and shall be recorded in the Vehicle History Book.

### **2.5.3 Notice of Arrival**

On arrival, each Car will be carefully inspected by representatives of Metra/VRE, the Contractor, and the carrier for damage, loss, vandalism, or other discrepancies incurred during shipping. The Contractor will be responsible for resolution of any noted issues prior to Metra/VRE issuing a notice of arrival and before the Car will be allowed to undergo testing. Use of Metra/VRE facilities to resolve any issue is at Metra/VRE's sole discretion. Any generated report and resolution shall be included in the Vehicle History Book.

### **2.5.4 Operational Testing**

After the notice of arrival, each Car will undergo operational performance tests. Testing will consist of shop testing the Car's subsystems and track testing with all subsystems operating. If Metra/VRE determines, in its sole discretion, that the Car does not pass one, all, or any combination of tests, Metra/VRE shall issue the Contractor a notice of rejection for the Car listing the items to be remedied or repaired ("Open Items"). The cost of any retest shall be borne by Contractor.

### **2.5.5 Conditional Acceptance**

If there are no exceptions or defects, Metra/VRE will issue Conditional Acceptance. In its sole discretion, Metra/VRE may issue Conditional Acceptance if a Car has minor exceptions or defects that do not prevent the Car from entering supervised revenue service. Such exceptions will be recorded as Open Items until corrected by the Contractor to Metra/VRE's satisfaction. If there are "Major Exceptions" (defined as service-related, safety, or non-functioning components), serious defects, or Open Items, Metra/VRE will issue a notice of rejection until necessary repairs are completed by the Contractor. Metra/VRE's Conditional Acceptance of a Car does not constitute a waiver, nor shall such acceptance obligate Metra/VRE to accept any other Car with the same or any other non-compliance. Notwithstanding the foregoing, Metra/VRE shall not be obligated to Conditional Acceptance until and unless: (i) all defects and damage which may render the Car unfit for revenue service, have been remedied according to the repair procedures defined above and the Car passes all re-tests; (ii) any unapproved materials or components have been replaced, and (iii) the Car contains no other defects, non-compliances, or incompletions which significantly affect the value of the car.

### **2.5.6 Final Acceptance**

Final Acceptance will be issued when all initial corrective actions and any retrofits have been fully completed in response to any remaining Open Item(s), successful operational test runs have been completed, and the vehicle is considered to be fully compliant with the Contract by Metra/VRE and consequently ready to be released for general revenue service.

### **2.5.7 Repairs by Contractor**

Unless Metra/VRE exercises its option to make repairs, the Contractor must begin repair work within five (5) working days of Metra/VRE's notice of the Car's failure to pass any of Metra/VRE's tests or inspections. Metra/VRE shall make the Car available to timely complete repairs. Unless directed otherwise by Metra/VRE, the Contractor will be required to remove the Car from Metra/VRE's property while repairs by the Contractor are being affected.

If the Contractor fails or refuses to initiate the repairs within five (5) working days of Metra/VRE's notice of rejection, Metra/VRE may return the Car at Contractor's risk and expense.

### **2.5.8 Repairs by Metra**

Metra may, at its sole option, and as Contractor's agent, endeavor to make repairs on behalf of the Contractor at any stage prior to a Car's Final Acceptance. All repairs made by Metra will be made under the direction of the Contractor.

### **2.5.9 Parts Used**

If Metra performs the repairs on a Car, it shall endeavor to do so using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a frequency to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by Metra to the Contractor for reimbursement.

### **2.5.10 Contractor Supplied Parts**

If the Contractor supplies parts for repairs being performed by Metra, these parts shall be shipped prepaid to Metra from any source selected by the Contractor within five (5) business days after receipt of the request for said parts.

### **2.5.11 Return of Defective Components**

The Contractor may request that defective components removed be returned to the manufacturing plant at Contractor's sole cost.

### **2.5.12 Reimbursement for Labor**

Metra shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect, rounded to the nearest half-hour, by: (1) Metra's per hour, mechanic, straight time, or overtime wage rate in effect at the time, and (2) Metra's additive for in-shop repairs in effect at the time. Metra shall submit wage rates on an annual basis to Contractor and shall make reasonable efforts to utilize straight time and not unreasonably apply overtime wage rates.

### **2.5.13 Reimbursement for Parts**

The Contractor shall reimburse Metra for parts that Metra supplies or replaces to correct the defects. The reimbursement amount shall be the sum of: (1) Metra's direct purchase cost, (2) material additive cost (Metra's purchase cost or Contractor's catalog price, when parts are supplied by Contractor, multiplied by Metra's additive rate for material handling

in effect at the time), and (3) freight charges, where applicable. The material additive rate is subject to an annual adjustment.

## **2.6 PARTS AVAILABILITY**

The Contractor agrees to continuously offer to supply, either directly or through a designated source, within a commercially reasonable period of time in the case of each part ordered, the spare parts and customer-accessible software necessary to maintain and repair the Cars supplied under this Contract, at the then-current or last published in Contractor's catalogs, price list, or other general sales materials, for a period of forty (40) years after the date of the Final Acceptance of the last Car; provided, however, that if Contractor discontinues the general distribution of such part, it shall notify and give Metra/VRE the opportunity to make a one-time buy of its requirements. Parts shall be interchangeable with the original equipment.

On receipt of Metra/VRE's notice that Contractor has failed to comply with this section, then the Contractor shall provide Metra/VRE, within eight (8) hours of Metra/VRE's verbal or written request, the original suppliers' and/or manufacturers' part numbers, company names, addresses, telephone numbers, and contact persons' names for all of the specific parts not received by Metra/VRE so that Metra/VRE may attempt to produce or make such parts, and Contractor shall be responsible to Metra/VRE for the damages caused by Contractor's, its Subcontractors', or Suppliers', breach of this provision during performance of the Contract, including the subsequent warranty periods. In addition, Contractor must provide to Metra, for such production and within seven (7) days of Metra/VRE's verbal or written request, the design plans, manufacturing location, and documentation necessary for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' part numbers, company names, addresses, telephone numbers, and contact persons' names for all of the specific parts not received by Metra/VRE. Contractor hereby grants to Metra/VRE an irrevocable license to use the Contractor's design and manufacturing documentation for the purpose of Metra/VRE procuring parts for the Cars agreed to under this Contract and for no other purpose.

## **2.7 WARRANTY AND RELIABILITY**

### **2.7.1 General Warranties**

- 1) The Contractor warrants that, at the time of acceptance, all Cars, Equipment, Work, components and parts, (including and without limitation and as an example, data, manuals, and reliability information), furnished under the Contract shall be:
  - a. In full conformance with all requirements of all provisions of the Contract;
  - b. Free of any and all defects and Deficiencies;
  - c. Fit for the ordinary purposes for which such Cars, Equipment, Work, components and parts are used;
  - d. Free from any and all liens and other encumbrances;

- e. Component data or information of the latest configuration employed by the Contractor, Subcontractor, or Supplier in commercial service;
  - f. Accurate, complete, and current.
- 2) The Contractor further warrants that, for the periods of time defined in this Section, all Cars, Equipment, Work, components and parts shall be, remain and perform free of any and all deficiencies, and shall be, remain and perform in full conformance with all requirements of all provisions of the Contract, and all warranties which extend to the future performance of each of such items.
- 3) Warranties By Others: All warranties and guarantees of any Subcontractor, or Supplier with respect to any Cars, Equipment, Work, components or parts, whether expressed or implied, are deemed to be for the benefit of Metra/VRE and to be obtained by the Contractor for the benefit of Metra/VRE, regardless of whether or not such warranties and guarantees have been transferred or assigned to Metra/VRE by separate agreement. The Contractor shall enforce such warranties and guarantees on behalf of Metra/VRE; provided, however, that if directed by Metra/VRE, the Contractor shall require such Subcontractors, and Suppliers to execute such warranties and guarantees directly to Metra/VRE. The Contractor shall be jointly and severally liable for any such warranties or guarantees. To the extent that any such warranty or guarantee would be voided by reason of the Contractor's negligence in incorporating any Equipment, component or part into the Work, the Contractor shall be responsible, at its sole cost, for correcting such error or omission, without cost or expense to Metra/VRE.
- 4) Equipment failures or performance deficiencies due to breach of the Contractor's or third party's warranties described above is referred to in this Contract as a "Deficiency."

### **2.7.2 Availability and Reliability Warranty**

- 1) Availability is defined as the ability of the Car to be assigned to a train at the commencement of the calendar day, following the calendar day inspection pursuant to 49 CFR Part 238.303 and 238.305, with no defects found that prevent the Car from being dispatched. Reliability is defined as the ability to complete the train assignments of the calendar day without Car failure or degradation of performance such that it causes a train or trains to lose time or result in a schedule delay.

A Car delay is defined as a Car-related mechanical failure causing a revenue service train to be more than 5 minutes late at its destination terminal; or annulled either at its originating point or en route.

- 2) In addition to the other warranties provided under this Contract, the Contractor further warrants the availability and reliability of the Cars, Equipment,

components, Work and parts in accordance with the Contract availability and reliability requirements set forth below. Failure to meet the Contract availability or reliability requirements shall also constitute a “Deficiency”, and Contractor shall, at its sole cost and without cost or expense to Metra/VRE, take all actions required to correct as promptly as possible the Deficiency and to achieve the specified availability and reliability requirements. In cases where a “Fleet Deficiency” exists, the Contractor shall incorporate at its sole cost such correction into all previously delivered Cars, Equipment, components, Work and parts before it may resume deliveries of new Cars or affected components. Such correction shall be incorporated into all undelivered Cars, Equipment, components, Work and parts prior to delivery.

- 3) The anticipated availability is 97% exclusive of days when a car is undergoing periodic inspection, programmed maintenance, or is out of service for any reason other than mechanical failure, as determined by Metra/VRE.
- 4) The anticipated reliability is 98% for a Car that is dispatched, from time of dispatch until the next calendar day inspection, at which time it becomes again subject to the availability target. This requirement is applicable only to mechanical failures, as determined by Metra/VRE.
- 5) Achievement of reliability targets will be calculated by dividing the number of days that each Car was available for service in any 184-day Federal Railroad Administration (FRA) inspection period into the number of days or part of a day that the Car became unavailable due to a failure. For example, if the Car was available for service for 88 days between inspections and periodic maintenance, but failed after entering service on 2 days, the reliability rate is 98%, calculated by dividing 86 days by 88 days.

### 2.7.3 Time Periods of the Warranties

Basic Warranty: The warranty period will commence on Conditional Acceptance, unless there are Open Items. The warranty period as to each Car or any part or subsystem relating to an Open Item shall not commence until all Open Items have been corrected to Metra's satisfaction. The warranty period shall be effective for a time period of six (6) years (except as extended elsewhere in the Contract) after such Conditional Acceptance. The warranty for Special Tools, as defined in the Specifications, including, without limitation, Diagnostic and Test Equipment shall be for a time period of six (6) years after Final Acceptance by Metra. For any Car or component that is Conditionally Accepted, the warranty shall commence on the date of Final Acceptance.

- 1) Warranty for Certain Components: Warranties shall commence upon Conditional Acceptance as provided in the paragraph herein entitled Basic Warranty, but shall have time periods as follows:
  - a. Warranted for a period of (10) years:

- i. Carbody;
    - ii. Door Panels;
    - iii. Floor materials and/or coverings, if applicable;
    - iv. Truck frame, bolster, equalizers, hangers, and spring plank.
  - b. Batteries shall be warranted for a three (3) year period, plus three (3) years prorated, for a total period of six (6) years.
  - c. The warranty on any component that Metra/VRE designates prior to NTP as being non-service proven shall be for six (6) years. Non-service proven is defined as a component or system that has been used less than three (3) years in North American commuter rail and/or freight railroad applications, or less than five (5) years in North American rail transit or light rail applications.
  - d. The warranty for spare parts shall be for the lesser of six (6) years after delivery of the parts or two (2) years after the part is put into service, unless the part is a component or part thereof to which an Extended Warranty applies.
- 2) Subcontractor Warranties: Any warranty from a Subcontractor or Supplier or manufacturer to the Contractor, which exceeds the above time periods, shall be extended to Metra/VRE for the same time period as given to the Contractor.

#### **2.7.4 Warranty Notice**

Metra/VRE will provide the Contractor with notice of breach of any warranty, including, without limitation, notice of a Deficiency, within a reasonable time after Metra/VRE observes and verifies any failure, malfunction, or condition of, any Car, Equipment, Work, component or part, that the failure, malfunction or condition arises from a Deficiency or other breach of warranty existing or occurring within any of the applicable warranty periods.

#### **2.7.5 Engineer & Service Representatives**

Within seventy-two (72) hours of verbal or written notice from Metra/VRE, the Contractor shall at its own expense, have a competent engineering representative(s) available to assist Metra/VRE in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. In addition, a service representative shall be available, on Metra/VRE property, within twenty-four (24) hours of verbal or written notification from Metra/VRE. These requirements do not relieve the Contractor of any other responsibilities under this Contract. The obligation to provide engineering services applies for the warranty period starting from the time the last Car is Conditionally Accepted.

### **2.7.6 Corrective Work Requirements**

- 1) Promptly upon receipt of notice from Metra/VRE, but in any event not later than forty-eight (48) hours thereafter, unless Metra/VRE agrees to a longer interval, the Contractor, at its sole cost, and without cost or expense to Metra/VRE, shall commence and thereafter prosecute with due diligence using qualified personnel, all activities necessary to investigate, analyze, diagnose and determine the cause and extent of the Deficiency or other breach of warranty, and the proper correction action, in conformance with the provisions of this Contract and shall promptly report the causes, extent and proposed corrective action to Metra/VRE in writing.
- 2) Promptly upon the approval of Metra/VRE, the Contractor, at its sole cost, and without cost or expense to Metra/VRE, shall commence and thereafter prosecute with due diligence, using qualified personnel, appropriate action, within the time period and in the manner provided for in this section to correct the Deficiency. Corrective action shall include without limitation, adjustment, repair, replacement, reengineering and redesign as appropriate to fully and completely address and remedy the Deficiency or other problem in each affected Car, Equipment, Work, component or part, so that the item and the Car shall perform as specified by the Contract, and to ensure that the Deficiency will not recur. The Contractor shall promptly and diligently pursue all corrections to their complete, satisfactory conclusion. All corrections shall comply with all requirements of the Contract and shall not result in any Car, Equipment, Work, component or part failing to comply with any requirement of any provision of the Contract. All corrections shall employ and require only parts that perform comparably to that originally intended by the Contract, and of cost comparable to the cost of the deficient part prior to correction. The Contractor shall perform, at its sole cost, any tests that Metra/VRE may reasonably require to verify that any correction made by the Contractor will correct the Deficiency and that the correction will comply with all requirements of the Contract.
- 3) All corrections shall be without cost or expense to Metra/VRE. All costs and expenses of any correction shall be at the Contractor's sole cost. Contractor shall also bear all costs and expenses of removal, replacement and reinstallation and testing of other Equipment, components, Work and parts necessary to gain access to the Deficiency or to accommodate the correction. The Contractor shall also bear all transportation costs for or associated with any Deficiency or correction.
- 4) The Contractor shall provide, at its sole expense and at no cost or expense to Metra/VRE, all facilities and Equipment necessary to carry out the investigations, analyses and diagnoses needed to determine the cause and extent of the Deficiency or other breach of warranty, and to complete all correction thereof and all associated Work.

- 5) The Contractor shall promptly provide to Metra/VRE, without cost or expense to Metra/VRE, all updated parts manuals and maintenance manuals that include all information related to any correction.
- 6) The Contractor shall reimburse Metra/VRE for all Metra/VRE costs and expenses reasonably incurred in the investigation, analysis, diagnosis or correction of any Deficiency.
- 7) The Contractor shall be solely liable for any and all injury, loss or damage to any person, or to any Car, Equipment, Work, component or part, or other Metra/VRE property, caused by any Work performed to make any correction. While on Metra/VRE's premises, the Contractor shall keep such premises in a neat and orderly condition and, unless otherwise specified in the Contract Documents, title to any demolished materials and equipment, waste, and rubbish is vested in Contractor and such material shall be disposed of off the premises by Contractor at its sole expense.
- 8) In addition to correction of any Deficiency, the Contractor, at its sole cost, shall correct without cost or expense to Metra/VRE any other Car, Equipment, component, Work or part that was caused to be damaged or adversely affected by a Deficiency.
- 9) All corrected components and parts used, and repairs made, to correct deficiencies shall be subject to acceptance by Metra/VRE and shall be subject to the same requirements as are set forth in the Contract for the original components.
- 10) If a correction hereunder has required the Contractor to reengineer or redesign a component, the Contractor shall, without cost to Metra/VRE and at Contractor's sole cost, replace all Metra/VRE owned spare parts comprising that component with the corrected items or detail parts, provided such modification is required to maintain the Car in revenue service.

### **2.7.7 Fleet Deficiency Remedy**

- 1) A Fleet Deficiency exists when a warranty repair or redesign to similar components, Equipment or materials is required for twenty percent (20%) or more of the Cars then accepted by Metra/VRE under this Contract. Upon Metra/VRE's notice to the Contractor that a Fleet Deficiency exists, the Contractor shall promptly, but in any event not later than forty-eight (48) hours after such notice, unless Metra/VRE agrees to a longer interval, commence and thereafter prosecute with due diligence and using qualified personnel, all activities necessary to investigate, analyze and diagnose the cause and extent of the Fleet Deficiency and the proper correction thereof. The Contractor shall promptly provide a written report to Metra/VRE describing the cause and extent of the Fleet Deficiency and the Contractor's

proposed correction thereof. The Contractor shall submit for Metra/VRE 's approval and, following Metra/VRE approval, shall promptly implement and satisfactorily complete Metra/VRE approved corrections of all affected components, at the Contractor's sole cost and at no cost or expense to Metra/VRE, as promptly as practicable and in no event later than three (3) months after Metra/VRE's initial notice to Contractor of the Fleet Deficiency, and in compliance with the requirements Section 2.6.6: Corrective Work Requirements. The Contractor shall make the correction to all equivalent components in the fleet, not just those in which a failure or malfunction has occurred, including without limitation, all components for which any warranty period has expired, and to all equivalent Metra/VRE - owned spare parts.

- 2) The Fleet Deficiency remedy provided for in this paragraph is in addition to, and shall not be construed as a limitation of, any other rights or remedies provided for by this Section or any provision of this Contract or law.

### **2.7.8 Timeliness**

Time is of the essence in the corrections of all Deficiencies to be undertaken under all applicable warranties. Unless otherwise directed in Metra/VRE's notice to Contractor of a Deficiency, the Contractor shall commence correction of the Deficiency at the time specified by Metra/VRE, but in no event later than forty-eight (48) hours after the notice, unless Metra/VRE agrees to a longer interval. To ensure timely corrections, the Contractor shall make provisions to have available all necessary facilities and special Equipment, and shall use such qualified engineers and product and system specialists as are necessary, including diversion of such persons from the Contractor's other operations or from the operations of its Subcontractors and Suppliers. Contractor shall also use additional shifts and work on weekends and holidays, as necessary, to complete timely corrections in accordance with this Section.

### **2.7.9 Use of Metra/VRE-Owned Spare Parts [include VRE here?]**

At the sole discretion of Metra, as determined on a case-by-case basis, Metra owned spare parts may be utilized by the Contractor for correction purposes if the Contractor's replacement part is not immediately available. The Contractor must replace each borrowed part with an equivalent (like-for-like) part within thirty (30) calendar days. Consequently a new part must be replaced with new, a UTEX part replaced with UTEX or new. All costs associated with replacing the spare parts shall be borne by the Contractor. In some cases, a Metra-owned replacement part may be manufactured or remanufactured by a different source than that of the Contractor. In instances where "non-OEM" components are utilized in the repair due to unavailability of an immediate contractor-supplied replacement, the Contractor will be responsible for all costs arising from the removal of a borrowed part and subsequent installation of the contractor's part following the initial repair operation. Consequently, to avoid compensating Metra for repetitive repair

operations, the Contractor is encouraged to maintain a sufficient quantity of spare replacement parts available for prompt delivery to Metra.

#### **2.7.10 Delays and Disruption**

To prevent delays and disruption to Metra/VRE's operations, Metra/VRE shall have the right to the continued use of any deficient Car, Equipment, component, Work or part, until it can be taken out of service and made available to Contractor to correct the Deficiency.

#### **2.7.11 Repairs by Metra/VRE**

**2.7.11.1** Metra may investigate, analyze, diagnose any Deficiency, and (with agreement of the warranty claim through the Failure Review Board (as defined in the next paragraph)), may perform the redesign, replacement, or repair of any Deficiency, as Contractor's agent and with Contractor's oversight and assistance. Contractor may be assessed the value of the billable hours that Metra incurred for such Work. Contractor shall, if required by Metra, supply components, materials, or Equipment within ten (10) days after Metra's request in each case. Contractor shall pay Metra the cost of the warranty work for: (a) outside engineering fees; (b) labor supplied by Metra by multiplying the number of man-hours of Metra labor actually supplied to correct the defect by the wage rate and percent shop overhead; (c) the cost of moving the Cars(s) if such action is necessary; (d) all applicable freight charges; and (e) Metra's material additives in effect at the time on components, materials, supplies, or Equipment furnished by Contractor (subject to yearly adjustment by Metra, based on Metra's material additive rate(s) in effect at time of Work), within sixty (60) days of Metra's invoice.

The "**Failure Review Board**" is comprised of individuals from both the Contractor and Metra and will review component failures and determine whether they are justified warranty claims or associated with issues outside of the control of the Contractor (such as operational damage related to wayside debris strikes, collisions, are operated outside specified performance ranges, poor maintenance or vandalism). The Failure Review Board will also review trends, significant failures, and corrective action status, and assure that appropriate follow-up actions or corrective actions are taken in a timely manner and properly implemented, verified, and documented. All results will be included in the Reliability Demonstration Report per Section 1.4.1.8 of the Specifications.

In the event that failure items are valid warranty claims and a determination has been made that corrective action is necessary, Contractor shall always be given right of first refusal to perform the redesign engineering activity, including the development of the instruction/field modification and to implement such modification on the Equipment. Where only warranty replacement or repair is required, then Contractor shall reimburse Metra for its rework labor activity.

**2.7.11.2** Within two (2) business days of the receipt of notice from VRE by the Contractor, the Contractor will investigate, analyze, diagnose any Deficiency, and perform the redesign, replacement, or repair of any Deficiency, with oversight from VRE maintenance personnel. In the event that the Contractor does not timely respond to the notice of Deficiency, or at Contractor's written election, VRE may investigate, analyze, diagnose any Deficiency, and perform the redesign, replacement, or repair of any Deficiency. Contractor shall, if required by VRE, supply components, materials, or Equipment within ten (10) days after VRE's request in each case. Contractor shall pay VRE the cost of the warranty work for: (a) outside engineering fees (if incurred), (b) the cost of moving the Cars(s) if such action is necessary, (c) all applicable freight charges, and (d) VRE's material additives in effect at the time on components, materials, supplies, or Equipment furnished by Contractor (subject to yearly adjustment by VRE, based on VRE's material additive rate(s) in effect at time of work), within sixty (60) days of VRE's invoice.

### **2.7.12 Warranties of the Corrected Components**

The Contractor warrants each corrected component for the greater of: (a) the remainder of the original warranty applicable to the component; or (b) one (1) year from the date of Metra/VRE's acceptance of the corrected component, whichever is greater.

### **2.7.13 No Waiver**

No inspection, test, acceptance of, or payment to the Contractor for, any Car, Equipment, component, Work or part, or for any other purpose shall relieve the Contractor from any duty under, or be deemed to be a waiver of any Warranty, or other right or remedy pursuant to, this section, the Contract or the law.

### **2.7.14 No Increase in Maintenance or Operating Costs**

In no case shall any correction of any Deficiency, whether pursuant to any warranty or otherwise, call for, require or result in any increase in any maintenance, inspection or test requirement or frequency, or in any additional maintenance, inspection or test requirement, or operating costs beyond that specified in the Contract or in the original edition of the maintenance manual.

### **2.7.15 Metra Warranty Claim**

Where Metra undertakes its own repairs, Metra may file Claims consistent with the notice provision no later than 90 days after performing said repairs. Metra shall submit to the Contractor a Claim in writing for such costs and expenses ("Warranty Claim"). The Warranty Claim shall identify the Deficiency and the correction to which such costs and expenses are related, and shall provide such other information necessary to document the costs and expenses incurred by Metra and their relationship to the Deficiency and the correction. The Contractor shall reimburse Metra in a timely manner for all such costs and expenses within thirty (30) days after the Contractor's receipt of Metra's Warranty Claim.

## 2.8 LIQUIDATED DAMAGES

### 2.8.1 Generally

This Section is controlled by and intended to supplement Section 1.9 of this Contract. Cars that unexpectedly have to be removed from revenue service and remain out of service cause significant damages to Metra/VRE's operations and reputation, and to the traveling public which depends upon Metra/VRE for timely and reliable daily service.

### 2.8.2 Removal from Service

Contractor or its sureties shall pay agreed liquidated damages at the rate of five hundred dollars (\$500) per day per Car (until the Car is accepted back into service) for all Cars removed from service (for more than 48 hours, and excluding Cars going through any FMI program) for a safety (as defined by the new Metra [VRE?] vehicle Preliminary Hazard Analysis and any regulatory requirements for the safe operation of the train in revenue service as defined by the Code of Federal Regulations related to this form of rolling stock) or service delay failure as defined by Metra/VRE Technical Specification Section 1.4.1.4 due to the Contractor's quality of workmanship or subsystem performance issues that have been agreed as part of the design review process. Those damages are not readily susceptible to calculation. The Parties to this Contract therefore agree that liquidated damages are appropriate compensation to Metra/VRE. These liquidated damages cover only damages associated with the loss of use of Cars and do not compensate Metra for damages for breach of warranty or other breach of contract, such as damages for the cost of warranty work or the extra costs of obtaining substitute goods or performance from others. Any liquidated damages incurred under this Section 2.8.2 shall be included in, and limited by, the Metra LD Cap and the VRE LD Cap, Section 1.9.3. Payment of liquidated damages under this Section, and acceptance thereof by Metra/VRE, does not constitute a waiver or settlement of any Claim (other than for delay in delivering acceptable Cars or delay in providing a warranty response or correction as required under this Contract) for damages for such breaches, and nothing in this Section is intended to limit such Claims.

### 2.8.3 ~~Delayed Warranty Response or Effective Corrective Action~~

In the event the Contractor breaches Section 2.6.6: Corrective Work Requirements, and the affected Metra/VRE Car remains out of service for more than 48 hours, Contractor shall pay to Metra/VRE as liquidated damages the sum of five hundred dollars (\$500) per day for every full day thereafter until Contractor provides the services and Equipment otherwise required by Section 2.6.6 to be provided within 48 hours after Metra/VRE's notice of a Deficiency, or until the Car is returned to revenue service, whichever is first.

In any instance in which a Deficiency causes a Car to become unavailable for service, and the Contractor fails to complete a Warranty correction to such Deficiency within a time sufficient to enable the Car to be tested and returned to service within ten (10) calendar days after the Deficiency caused the Car to become unavailable for service, the Contractor shall pay to Metra as liquidated damages the

sum of Five Hundred Dollars (\$500.00) for each day that the Car is out of service, commencing with the first full out-of-service day after the expiration of the ten (10) day period. The ten (10) day period calculated pursuant to this paragraph shall not include reasonable transportation time to transport the Car from Metra/VRE to Contractor's repair facility. Any liquidated damages incurred under this Section 2.8.2 shall be included in, and limited by, the Metra LD Cap and the VRE LD Cap.

#### **2.8.4 Accrued Liquidated Damages**

For purposes of liquidated damages for this section, payable on Metra/VRE's demand; Metra/VRE may, at its discretion, choose to accrue liquidated damages under this provision until the Metra LD Cap or the VRE LD Cap (as applicable) is met.

**2.9 PRICE SCHEDULE**

**2.9.1 Generally**

Pricing includes design, manufacture, construction, fabrication, assembly, delivery, and all associated costs. No additional costs will be allowed, except for actual performance and payment bond costs. Price will be fixed for the base order of this Contract. A price adjustment will be allowed for Cars ordered in years 2 through 6 based on the Producer Price Index for Railroad rolling stock manufacturing, published by the United States Department of Labor's Bureau of Labor Statistics (Series ID: PCU336510336510).

The proposed unit price and the index value for the month and year of the date proposals are received will serve as the Base Index Value to determine the unit pricing for the Cars released in years 2 through 6. The Current Published Index Value will be the index value for the month and year of the date an option order is received. The unit pricing will be adjusted in accordance with the following example equation.

For Example: If the current published Index Value is 122.5, the Base Index Value is 122.1, and the base unit price is \$1,000,000, then the release order unit price would be:

$$122.5/122.1 \times \$1,000,000.00 = \$1,003,276.00$$

which represents a 0.3276% increase.

**2.9.2 Base Index**

Producer Price Index for Railroad Rolling Stock Manufacturing; Cars, new and rebuilt, including parts; (Series ID: PCU336510336510).	
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### **2.9.2.1 Foreign Exchange Adjustment**

The following applies to the Base Car order, the optional features orders, and the Option Car orders:

#### **Base Car Order and optional features orders:**

A proportion of costs incurred by Contractor will be in Euro (EUR). Therefore, Contractor will revise the price of the Work at NTP of the Contract as follows:

$$P = P_0 \times \left( 12\% \times \frac{R}{R_0} + 88\% \right)$$

Where:

- P represents, on the date of NTP, the revised price in USD.
- P<sub>0</sub> represents Contractor's Reference Price in USD.
- R represents, on the date of NTP, the average weighted exchange forward rate (EUR/USD) to sell forward USD against EUR according to the Contractual Milestone Payment Schedule.
- R<sub>0</sub> represents the EUR/USD Reference Forward Rate, based on estimated terms of payment. This Reference Forward Rate is **1 EUR = 1.2303 USD**

On the date of NTP, the prevailing exchange rates shall be captured from Bloomberg. There shall be a one-time adjustment at each NTP, calculated on the day of such NTP (i.e., the Base Car order and any optional features orders). On the day of an NTP, the EUR/USD rates from Bloomberg will be captured at 10:00AM U.S. Eastern Time. The Parties will arrange a separate conference call with METRA/VRE for each NTP to capture the rates together. The rates will be the forward price (Bloomberg Function = FRD); and the New York Composite (CMPN) source from Bloomberg will be used.

#### **Option Car Order(s):**

A proportion of costs will be incurred in Euro (EUR). Therefore, each time Metra/VRE orders additional cars, Contractor will revise the price of the Work at the date of the NTP such order as follows:

$$P = P_0 \times \left( 10\% \times \frac{R}{R_0} + 90\% \right)$$

Where:

- P represents, on the date of NTP, the revised price in USD.
- P<sub>0</sub> represents Contractor's Reference Price in USD.

- R represents, on the date of NTP, the weighted average exchange forward rate (EUR/USD) to sell forward USD against EUR according to the Contractual Milestone Payment Schedule.
- R<sub>0</sub> represents the EUR/USD Reference Forward Rate, based on estimated terms of payment. This Referenced Forward Rate is **1 EUR = 1.2143 USD**

On the date of each NTP, the prevailing exchange rates shall be captured from Bloomberg. There shall be a one-time adjustment at each NTP, calculated on the day of such NTP (i.e., the Base Car order and any optional features orders). On the day of an NTP, the EUR/USD rates from Bloomberg will be captured at 10:00AM U.S. Eastern Time. The Parties will arrange a separate conference call with METRA/VRE for each NTP to capture the rates together. The rates will be the forward price (Bloomberg Function = FRD); and the New York Composite (CMPN) source from Bloomberg will be used.

### **2.9.3 Unit Pricing**

The pricing table below must be completed in its entirety. Incomplete pricing proposals may be rejected. Actual quantities will consist of the base order, plus any options ordered.

## 2.9.4 Prices

All costs, except surety costs, are fixed firm prices and cannot be changed except as allowed by Metra/VRE.

The Engineering Costs referenced in this table are the costs required to:

- A. Prepare all drawings required for submittal and approval by the technical specifications;
- B. Prepare all engineering/technical documents required for submittal and approval by the technical specification;
- C. Prepare all test/inspection procedures required for submittal and approval by the technical specification; and
- D. Perform and prepare reports for submittal and approval of all proof of design tests required by the technical specification.

<b>METRA</b>			
<b>Item Description</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>
Trailer Car with Toilet (D/E)	\$3,166,630	100	\$316,663,000
Cab Car with Toilet (D/E)	\$3,471,944	30	\$104,158,320
Trailer Car without Toilet (D/E)	\$3,013,646	70	\$210,955,220
Engineering Costs (A)	N/A	N/A	\$104,332,024
Training Costs (B)	N/A	N/A	\$14,532,062
Payment & Performance Bond at 100% for all 200 Cars	\$	N/A	\$6,191,913
Documents & Warranty Costs (C)	\$	N/A	\$168,118
<b>Car Option Items (If Proposed)</b>			
Heated Floor [Technical Specification M-18-011 COPL CO-8-01]	\$48,099	200	\$9,619,800
USB/Outlets in Seats [Technical Specification M-18-011 COPL CO-8-02]	\$23,218	200	\$4,463,600
Foot Rests for Seats [Technical Specification M-18-011 COPL CO-8-03]	\$43,087	200	\$8,617,400
Tray Table for Seats [Technical Specification M-18-011 COPL CO-8-04]	\$40,091	200	\$8,018,200

Ticket Verification at Seats [Technical Specification M-18-011 COPL CO-8-05]	Space provided only – no solution defined	200	Space provided only – no solution defined
Seat Reservation [Technical Specification M-18-011 COPL CO-8-06]	\$1,042	200	\$208,400
Convenience Items [Technical Specification M-18-011 COPL CO-8-07]	\$93	200	\$18,600
Automatic Dimming [Technical Specification M-18-011 COPL CO-10-01]	\$480	200	\$96,000
Additional LLEPM Options [Technical Specification M-18-011 COPL CO-10-02]	\$1,076	200	\$215,200
Trainline Battery System [Technical Specification M-18-011 COPL CO-11-01]	Included in Base Offer	200	Included in Base Offer
Integrated Digital Trainline [Technical Specification M-18-011 COPL CO-11-02]	\$1,489	200	\$297,800
Remote Monitoring System [Technical Specification M-18-011 COPL CO-11-03]	\$42,312	200	\$8,462,400
Additional Infotainment Options [Technical Specification M-18-011 COPL CO-12-01]	\$296	200	\$59,200
ADA Passenger Enhancement Options [Technical Specification M-18-011 COPL CO-12-02]	\$477	200	\$95,400
Exterior Digital Signage [Technical Specification M-18-011 COPL CO-12-03]	\$5,952	200	\$1,190,400
Passenger Wi-Fi [Technical Specification M-18-011 COPL CO-12-04]	\$43,833	200	\$8,766,600
IETMS System [Technical Specification M-18-011 COPL CO-15-01]	Rail industry suppliers had no product to offer	30	Rail industry suppliers had no product to offer
Fatigue Recognition System [Technical Specification M-18-011 COPL CO-15-02]	Rail industry suppliers had no product to offer	30	Rail industry suppliers had no product to offer
Rear View Monitor [Technical Specification M-18-011 COPL CO-15-03]	Rail industry suppliers had no product to offer	30	Rail industry suppliers had no product to offer

Exterior Digital Display Sign [Technical Specification M-18-011 COPL CO-16-01]	\$5,582	200	\$1,116,400
<b>Spare Parts</b>			
Carbody Roof Section Part # _____	\$51,306	10	\$513,060
Carbody Side Section Part # _____	\$61,582	20	\$1,231,640
Carbody End Section Part # _____	\$74,208	20	\$1,484,160
Wheelchair Lift Part # _____	\$43,700	10	\$437,000
Low Voltage Power Supply Part # _____	\$23,270	10	\$232,700
A/C Unit Part # _____	\$64,275	16	\$1,028,400
Truck Complete "B" End Part # _____	\$311,648	5	\$1,558,240
Truck Complete "A" End Part # _____	\$311,648	5	\$1,558,240
<b>Specialty Tools and Test &amp; Diagnostic Equipment (Per Section 20.9 of Technical Specification M- 18-011)</b>			
<i>Break Down of Specialty Tools and Test &amp; Diagnostic Equipment List (Per Section 20.9 of of Technical Specification M-18-011)</i>	-	-	-
• Portable Test Unit (PTU)	\$165,620	10	\$1,656,200
• BTE Event Recorder	\$56,478	Up to 4	\$225,912
• BTE HVAC	\$71,756	Up to 4	\$287,024
• BTE Brake Control	\$1,994,749	Up to 4	\$7,978,996

• BTE Doors	\$435,311	Up to 4	\$1,741,244
• BTE PACIS	\$300,820	Up to 4	\$1,203,280
• Special Tools HVAC	\$771,925	1	\$771,925
• Special Tools Brake	\$3,162,490	1	\$3,162,490
• Special Tools Doors	\$208,490	1	\$208,490
• Special Tools End Doors	\$175,150	1	\$175,150
<b>Grand Total Cost – Metra</b>			<b>\$833,880,207</b>
<b>VRE</b>			
<b>Item Description</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>
Trailer Car with Toilet	\$3,215,268	21	\$67,520,628
Cab Car with Toilet	\$3,660,181	0	\$
Engineering Costs	N/A	N/A	\$8,490,828
Training Costs	N/A	N/A	\$3,116,758
Payment & Performance Bond at 100% for all 21 Cars	\$	N/A	\$560,452
Documents & Warranty Costs	\$	N/A	\$175,897
<b>Grand Total Cost – VRE</b>			<b>\$79,864,563</b>

### **2.9.5 Financing**

Contractor is requested to provide financing options in addition to the unit prices above, with clear title to the Cars being provided on Final Payment. Contractor may decide not to provide financing options or may provide a financing option with monthly payments for twenty (20) years, commencing on Conditional Acceptance. Financing institutions may be a part of multiple bids; they need not limit themselves to partnering with a single bidder.

It is assumed that Contractor would offer financing terms based upon a spread over an established benchmark in place at the time of Conditional Acceptance of each Car with payments to begin the following month. Each proposed financing option shall include a description of the financing terms (such as “prime rate plus 0.5%”) and a schedule of payments as if the Contract had been executed Jan 1, 2019 with rates in place at the close of that business day, so Metra/VRE has a numerical example of the exact calculation.

Metra/VRE will discount the proposed payments, using internal discount rates it determines, and value the options accordingly. The purchased Cars would be the sole collateral for this purchase.

## 2.9.6 Milestone Payment Schedule

### **BASE : METRA + VRE** Combined Base Order Milestone Payments

BASE (Vehicles + Capital Spares + BTE + PTU + Special Tools but excluding Car Options)

<b>Milestone</b>	<b>Description of Work</b>	<b>Milestone Value (USD)</b>
1	Submittal of Project Management Plan; Contractors Quality Assurance Manual & Standard Procedures, Contractor's Project Quality Plan and Procedures [CDRL C-1-06], Contractor's MRB Plan and Procedures [CDRL C-1-12], Schedule, and Submittal of Contractor's organizational chart with personnel assigned to Metra's/VRE's contract [CDRL C-1-04]. Submittal of Manufacturing Plan Macro Process and Line Layout. Securement of Bonds.	86,231,937
2	Submittal of Sourcing Plan, Carshell PDR Package, Contractor's management's declaration of their commitment to quality and the implementation of the contractually required MQP and FTA QMS guidelines [CDRL C-1-05] and Contractor's First Article Inspection (FAI) Plan and Procedures [CDRL C-1-11].	17,246,387
3	Issuance of all Major Systems POs the following items: Trucks; Couplers; Diaphragms; Doors; Door Operators; HVAC System; Seating; Lighting; Brakes; Communications; Low Voltage Power Supply/Battery Charger; Batteries; Alerter/Event Recorder; Camera Systems; Car Monitoring System; and Windows and Glazing.	43,115,969
4	Submission of design review documents & Completion of PDR meetings	25,869,581
5	Submission of design review documents & Completion of IDR meetings	25,869,581
6	Metra's approval of all design submittals and drawings.	43,115,969
7	Delivery of acceptable as-built drawings in electronic format, drawing list and Bill of Material, as-built updates of all manuals, as-built specifications, and photographs.	17,246,387
9	Successful performance of training obligations.	4,311,597
10	Approval of Technical and Warranty Support Plan.	17,246,387
11	Issued after Contractor's receipt and acceptance of following components (1 milestone by Car)	
11.1	Doors, Windows	60,362,356
11.2	Diaphragm, HVAC, Brakes, LVPS/Battery Charger	68,985,550
11.3	Trucks, Coupler	86,231,937

<b>Milestone</b>	<b>Description of Work</b>	<b>Milestone Value (USD)</b>
11.4	Lighting, Universal Toilet	51,739,162
11.5	Camera System, Car Monitoring System, Communications, Event Recorder	51,739,162
11.6	Seats	51,739,162
12	Issued after the Contractor's completion of the car shell and Metra's witness of car shell final dimension inspection. (1 milestone by Car)	68,985,550
13	Issued after the Contractor releases the car for in process testing under Section 19.2.3 of the Technical Specification M-18-011. (1 milestone by Car)	68,985,550
14	Issued after Contractor delivers and Metra approves Operating Manuals, Maintenance Manuals, Parts Manuals, electronic complete set of all drawings for production under Section 20.1.1 of the Technical Specification M-18-011, delivery of Training Program Phase I under Exhibit 1-S and Test Equipment under Section 20.9 of the Technical Specification M-18-011.	8,623,194
15	Issued after Conditional Acceptance for each Car. (1 milestone by Car)	43,115,969
16	Issued after Final Acceptance Contractor shall, provide Metra, pursuant to Sections 20.1.2, 20.2, 20.3, 20.4, 20.5, 20.6 and 20.7 of the Technical Specification M-18-011, as-built drawings in editable electronic format, drawings list and Bill of Material, as-built updates of all manuals, as-built specifications, and photographs, and complete Phase II of the Training Program under Exhibit 1-S.	4,311,597
17	Completion of Basic Warranty	17,246,387
	<b>Total Contract Value including Capital Spares, BTE, PTU, and Special Tools excluding Car Options*</b>	<b>862,319,370</b>

*\* all milestone amounts will be escalated based on the formula described in 2.9.2.1 Foreign Exchange Adjustment*

**BASE : METRA**

<b>Milestone</b>	<b>Description of Work</b>	<b>Milestone Value (USD)</b>
1	Submittal of Project Management Plan; Contractors Quality Assurance Manual & Standard Procedures, Contractor's Project Quality Plan and Procedures [CDRL C-1-06], Contractor's MRB Plan and Procedures [CDRL C-1-12], Schedule, and Submittal of Contractor's organizational chart with personnel assigned to Metra's/VRE's contract [CDRL C-1-04]. Submittal of Manufacturing Plan Macro Process and Line Layout. Securement of Bonds.	78,245,481
2	Submittal of Sourcing Plan, Carshell PDR Package, Contractor's management's declaration of their commitment to quality and the implementation of the contractually required MQP and FTA QMS guidelines [CDRL C-1-05] and Contractor's First Article Inspection (FAI) Plan and Procedures [CDRL C-1-11].	15,649,096
3	Issuance of all Major Systems POs the following items: Trucks; Couplers; Diaphragms; Doors; Door Operators; HVAC System; Seating; Lighting; Brakes; Communications; Low Voltage Power Supply/Battery Charger; Batteries; Alerter/Event Recorder; Camera Systems; Car Monitoring System; and Windows and Glazing.	39,122,740
4	Submission of design review documents & Completion of PDR meetings	23,473,644
5	Submission of design review documents & Completion of IDR meetings	23,473,644
6	Metra's approval of all design submittals and drawings.	39,122,740
7	Delivery of acceptable as-built drawings in electronic format, drawing list and Bill of Material, as-built updates of all manuals, as-built specifications, and photographs.	15,649,096
9	Successful performance of training obligations.	3,912,274
10	Approval of Technical and Warranty Support Plan.	15,649,096
11	Issued after Contractor's receipt and acceptance of following components (1 milestone by Car)	
11.1	Doors, Windows	54,771,837
11.2	Diaphragm, HVAC, Brakes, LVPS/Battery Charger	62,596,385
11.3	Trucks, Coupler	78,245,481
11.4	Lighting, Universal Toilet	46,947,288

<b>Milestone</b>	<b>Description of Work</b>	<b>Milestone Value (USD)</b>
11.5	Camera System, Car Monitoring System, Communications, Event Recorder	46,947,288
11.6	Seats	46,947,288
12	Issued after the Contractor's completion of the car shell and Metra's witness of car shell final dimension inspection. (1 milestone by Car)	62,596,385
13	Issued after the Contractor releases the car for in process testing under Section 19.2.3 of the Technical Specification M-18-011. (1 milestone by Car)	62,596,385
14	Issued after Contractor delivers and Metra approves Operating Manuals, Maintenance Manuals, Parts Manuals, electronic complete set of all drawings for production under Section 20.1.1 of the Technical Specification M-18-011, delivery of Training Program Phase I under Exhibit 1-S and Test Equipment under Section 20.9 of the Technical Specification M-18-011.	7,824,548
15	Issued after Conditional Acceptance for each Car. (1 milestone by Car)	39,122,740
16	Issued after Final Acceptance Contractor shall, provide Metra, pursuant to Sections 20.1.2, 20.2, 20.3, 20.4, 20.5, 20.6 and 20.7 of the Technical Specification M-18-011, as-built drawings in editable electronic format, drawings list and Bill of Material, as-built updates of all manuals, as-built specifications, and photographs, and complete Phase II of the Training Program under Exhibit 1-S.	3,912,274
17	Completion of Basic Warranty	15,649,096
	<b>Total Contract Value including Capital Spares, BTE, PTU, and Special Tools excluding Car Options*</b>	<b>782,454,807</b>

*\* all milestone amounts will be escalated based on the formula described in 2.9.2.1 Foreign Exchange Adjustment*

**BASE : VRE**

<b>Milestone</b>	<b>Description of Work</b>	<b>Milestone Value (USD)</b>
1	Submittal of Project Management Plan; Contractors Quality Assurance Manual & Standard Procedures, Contractor's Project Quality Plan and Procedures [CDRL C-1-06], Contractor's MRB Plan and Procedures [CDRL C-1-12], Schedule, and Submittal of Contractor's organizational chart with personnel assigned to Metra's/VRE's contract [CDRL C-1-04]. Submittal of Manufacturing Plan Macro Process and Line Layout. Securement of Bonds.	7,986,456
2	Submittal of Sourcing Plan, Carshell PDR Package, Contractor's management's declaration of their commitment to quality and the implementation of the contractually required MQP and FTA QMS guidelines [CDRL C-1-05] and Contractor's First Article Inspection (FAI) Plan and Procedures [CDRL C-1-11].	1,597,291
3	Issuance of all Major Systems POs the following items: Trucks; Couplers; Diaphragms; Doors; Door Operators; HVAC System; Seating; Lighting; Brakes; Communications; Low Voltage Power Supply/Battery Charger; Batteries; Alerter/Event Recorder; Camera Systems; Car Monitoring System; and Windows and Glazing.	3,993,228
4	Submission of design review documents & Completion of PDR meetings	2,395,937
5	Submission of design review documents & Completion of IDR meetings	2,395,937
6	Metra's approval of all design submittals and drawings.	3,993,228
7	Delivery of acceptable as-built drawings in electronic format, drawing list and Bill of Material, as-built updates of all manuals, as-built specifications, and photographs.	1,597,291
9	Successful performance of training obligations.	399,323
10	Approval of Technical and Warranty Support Plan.	1,597,291
11	Issued after Contractor's receipt and acceptance of following components (1 milestone by Car)	
11.1	Doors, Windows	5,590,519
11.2	Diaphragm, HVAC, Brakes, LVPS/Battery Charger	6,389,165
11.3	Trucks, Coupler	7,986,456
11.4	Lighting, Universal Toilet	4,791,874
11.5	Camera System, Car Monitoring System, Communications, Event Recorder	4,791,874

<b>Milestone</b>	<b>Description of Work</b>	<b>Milestone Value (USD)</b>
11.6	Seats	4,791,874
12	Issued after the Contractor's completion of the car shell and Metra's witness of car shell final dimension inspection. (1 milestone by Car)	6,389,165
13	Issued after the Contractor releases the car for in process testing under Section 19.2.3 of the Technical Specification M-18-011. (1 milestone by Car)	6,389,165
14	Issued after Contractor delivers and Metra approves Operating Manuals, Maintenance Manuals, Parts Manuals, electronic complete set of all drawings for production under Section 20.1.1 of the Technical Specification M-18-011, delivery of Training Program Phase I under Exhibit 1-S and Test Equipment under Section 20.9 of the Technical Specification M-18-011.	798,646
15	Issued after Conditional Acceptance for each Car. (1 milestone by Car)	3,993,228
16	Issued after Final Acceptance Contractor shall, provide Metra, pursuant to Sections 20.1.2, 20.2, 20.3, 20.4, 20.5, 20.6 and 20.7 of the Technical Specification M-18-011, as-built drawings in editable electronic format, drawings list and Bill of Material, as-built updates of all manuals, as-built specifications, and photographs, and complete Phase II of the Training Program under Exhibit 1-S.	399,323
17	Completion of Basic Warranty	1,597,291
	<b>Total Contract Value</b>	<b>79,864,563</b>

*\* all milestone amounts will be escalated based on the formula described in 2.9.2.1 Foreign Exchange Adjustment*

### **3 FTA Clauses**

#### **3.1 NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Metra/VRE and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Metra/VRE, the Contractor, or any other Party (whether or not a party to this contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions. The Contractor agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

#### **3.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **3.3 ACCESS TO RECORDS AND REPORTS**

See General Conditions 1.12.14.

### 3.4 FEDERAL CLAUSES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Metra and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### 3.5 CIVIL RIGHTS REQUIREMENTS [VRE HERE?]

Metra is an Equal Opportunity Employer. As such, Metra agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Metra agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination

against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **3.6 DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

### **3.7 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions herein include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or most recent version are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with Metra requests which would cause Metra to be in violation of the FTA terms and conditions.

### **3.8 CARGO PREFERENCE**

The Contractor agrees:

To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

To furnish within 20 business days following the date of loading for shipments originating within the United States or within 30 business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development,

Maritime Administration, Washington, DB 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading);

To include these requirements in all Subcontracts issued pursuant to this Contract when the Subcontract may involve the transport of Equipment, material, or commodities by ocean vessel.

### 3.9 FLY AMERICA REQUIREMENTS

a) *Definitions.* As used in this clause-

**“International air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

**“United States”** means the 50 States, the District of Columbia, and outlying areas.

**“U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this Contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
- e) **Statement of Unavailability of U.S.-Flag Air Carriers.** International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

The Contractor shall include the substance of this clause, including this paragraph (e), in each Subcontract or purchase under this Contract that may involve international air transportation.

### **3.10 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

Omitted.

### **3.11 DRUG AND ALCOHOL TESTING**

The Contractor agrees to participate in Metra's drug and alcohol program established in compliance with 49 CFR 655.

### **3.12 PATENT RIGHTS**

The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Metra/VRE and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Metra/VRE and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

### **3.13 COPYRIGHT AND RIGHTS IN DATA**

The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment [Section 3?] has been added:

Except for its own internal use, Metra/VRE or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Metra/VRE or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Metra/VRE and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for Metra/VRE or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

Unless prohibited by state law, upon request by the Federal Government, Metra/VRE and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Metra/VRE or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data

furnished under that contract. Neither Metra/VRE nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by Metra/VRE or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that Metra/VRE or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Metra/VRE and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

### **3.14 ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **3.15 ASSIGNABILITY CLAUSE**

See General Conditions 1.12.23

### **3.16 TERMINATION**

See General Conditions 1.12.8 and 1.12.9

### **3.17 RECYCLED PRODUCTS**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act,

as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

### **3.18 SUSPENSION AND DEBARMENT**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Metra/VRE. If it is later determined by Metra/VRE that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Metra/VRE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this Contract is valid. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **3.19 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees:

- a) It will not use any violating facilities;
- b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- c) It will report violations of use of prohibited facilities to FTA; and
- d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

### **3.20 BUY AMERICA REQUIREMENTS**

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

The Contractor must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

### **3.21 BREACHES AND DISPUTE RESOLUTION**

See General Conditions 1.12.9 and 1.15.4.

### **3.22 ADA ACCESS AND ACCESSIBILITY**

A third party contractor providing public transportation services must operate its services in compliance with 42 U.S.C. Sections 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)” using facilities and equipment that comply with 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. The recipient should advise its third party contractors operating public transportation services to review the requirements for public entities in this context.

### **3.23 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

The Contractor agrees to comply with 49 USC § 5323(m) and FTA’s implementing regulation at 49 CFR Part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

### **3.24 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the

contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within Subcontracts of all tiers.

### **3.25 SAFE OPERATION OF MOTOR VEHICLES**

#### **3.25.1 Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Metra/VRE.

#### **3.25.2 Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

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**METRA MECHANICAL DEPARTMENT**

**QUALITY PLAN**

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(1) MQP= Metra Mechanical Department Quality Plan

(2) Federal Transit Administration (FTA) Quality Management System Guidelines FTA-PA-27-5194-12.1 (2012 Update).

**MANAGEMENT COMMITMENT AND AUTHORIZATION**

Metra’s Mechanical Capital Program includes projects that involve design, construction, procurement and installation of materials providing for the operation of a safe, reliable and convenient commuter railroad system. Metra Mechanical Department’s Quality Plan (MQP) has been established to insure these objectives are accomplished in a manner that provides for continued satisfactory performance during its useful life.

The MQP reflects the management policy and includes objectives that apply to all personnel and activities associated with capital programs. The MQP applies to the Metra’s Mechanical and/or Corporate personnel and the Metra’s Third Party Contracts. Metra’s Mechanical Quality Plan (MQP) incorporates the required fifteen (15) elements of a quality program, which are found in The U.S. Department of Transportation Federal Transit Administration (FTA) Quality Assurance and Quality Control (QA/QC) Guidelines document, FTA-PA-27-5194-12.1.

The MQP applied to all activities in completing the Mechanical capital projects. In addition, it is the responsibility of the Third Party Contractors and their sub-consultants/sub-contractors performing activities or furnishing materials, parts, equipment, or services for Metra Mechanical Department projects to implement the Third Party Contractor Quality Management Plan (TPCQM).

Quality encompasses many functions and activities that extend to all personnel and activities involved in the implementation of the Mechanical Department’s Quality Plan.

**Approved By:**

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James M. Derwinski  
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**Revision History**

Revision No.	Date	Sections	Description	Prepared By	Concurred By	Approved By
00	11/17/15	Entire Document	Entirely new document that incorporates the latest Corporate Quality Plan revision and FTA Quality Management System Guidelines FTA-PA-27-5194-12.1 (2012 Update). Supersedes all previously issued Mechanical Department Quality Control Plan revisions and amendments.	M. Alimirah K. Chaudhari	M. Simos K. McCann	J. Derwinski

## **INTRODUCTION**

Metra's Mechanical Department Quality Plan (MQP) incorporates the required sections of the fifteen elements of a quality program which are listed in the U.S. Department of Transportation Federal Transit Administration (FTA), Quality Assurance and Quality Control Guidelines, document, FTA-PA-27-5194-12.1, issued February 2012.

It is the responsibility of Metra's Mechanical Department personnel and Third Party Contractors to incorporate the applicable elements of a quality program listed in the Federal Transit Administration (FTA) Quality Management System (QMS) Guidelines, as well as the quality requirements listed in the Metra's Corporate Quality Plan (CQM), and industry standards, as applicable, into their project plans, procedures, etc., per contractual agreements as appropriate.

The MQP is meant to serve as a guideline for the steps that are taken when planning or executing a project in the Mechanical Department. This plan will serve to document Metra's Mechanical Department quality system, to instruct and guide employees whose actions affect product quality and reliability.

## DEFINITIONS

**Management:**

Metra organization responsible for managing the project. In addition, the management group of any consultant under contract with Metra.

**Designer:**

The organization responsible for design. This could be the Metra itself, and/or a consultant or contractor providing engineering services.

**Purchaser:**

Metra or other organizations responsible for specifying, contracting, and accepting requirements for goods or services.

**Supplier or Vendor:**

Any organization providing services, products, or materials for Metra Mechanical Capital Projects. The supplier could be a product manufacturer, or a provider of raw materials or a village or a community.

**Contractor or Consultant:**

Any organization providing services or products to Metra Mechanical under direct contractual agreement. It could be Project Management Consultant, Project Administration Consultant, etc. The contractor could be part of Metra organization working on any projects/programs.

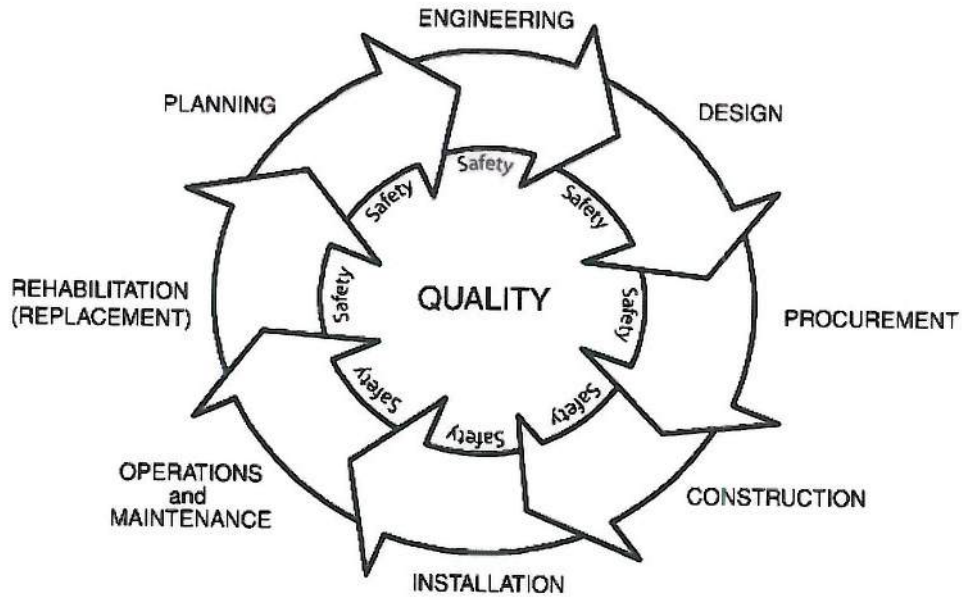
**Sub-contractor or Sub-consultant:**

Any organization supplying services or products under contract to a contractor or consultant. The sub-contractor/sub-consultant would not contract directly with Metra Mechanical, but with a contractor/consultant or another subcontractor/sub-consultant.

**Third Party Contract or Third Party Contractor:**

A common term used in MQP, which includes Designer, Purchaser, Supplier or Vendor, Contractor or Consultant. In some cases, the purchaser may be the Sub-contractor or Sub-consultant of the Designer, Supplier or Vendor. Material suppliers and services consultants would also fall under this definition.

QUALITY AND THE PROJECT LIFECYCLE



**REFERENCES**

1. Metra's Corporate Quality Manual (CQM) 01.
2. U.S. Department of Transportation, Federal Transit Administration Quality Management System Guidelines, FTA-PA-27-5194-12.1.

## 1.0 MANAGEMENT RESPONSIBILITY

### 1.1 SCOPE

- 1.1.1 This section is meant to provide an overview of Metra's Mechanical Department commitment to quality and the general layout of the organizational structure of the department and responsibilities, and levels of authority. The requirements of this section apply to the Mechanical Department personnel and Third Party Contracts per contractual agreements, performing work activities affecting quality.
- 1.1.2 It is the policy of the Mechanical Department that all capital projects be planned and completed with an effective quality management program with defined objectives and quality goals.

### 1.2 AUTHORITY/RESPONSIBILITIES

- 1.2.1 The Chief Mechanical Officer has the ultimate authority and responsibility to ensure that the Mechanical Department Quality Plan is issued, implemented, and maintained.
- 1.2.2 The Senior Director, Capital and Senior Director, Operations, have been given the responsibility and authority of quality oversight to ensure that MQP is understood, implemented, and maintained:
  - 1.2.2.1 Have the functional day-to-day authority and responsibility for the implementation of the Metra Mechanical Department Quality Plan.
  - 1.2.2.2 Develop and review Project Management Plans to assure that appropriate quality assurance and quality control measures are included in the scope of their projects by Metra and Third Party Contractors as applicable.
- 1.2.3 The Quality Manager is independent and reports to the Senior Director, Mechanical Capital Projects. The Quality Manager is responsible for, and has authority and independence to:
  - 1.2.3.1 Verify the implementation of the MQP in accordance with approved procedures, instructions, and established requirements.
  - 1.2.3.2 Develop/Review quality implementing procedures by usage of The Fifteen Elements of Quality Program checklist.
  - 1.2.3.3 Manage quality control program and quality surveillances and inspections to ensure compliance to the MQP.

- 1.2.3.4 Coordinate, as necessary, the quality audits/reviews performed by the Metra Corporate Quality Assurance personnel.
- 1.2.3.5 Work with Metra Corporate Quality Assurance personnel and others, as necessary, in resolving and completing corrective action for non-conformance.
- 1.2.4 The Quality Control personnel have the responsibility to conduct quality control inspections, identify quality concerns, recommend solutions, and verify implementation of these solutions and are independent of those having direct responsibility for the work being performed.
- 1.2.5 Project Managers, Supervisors, and Project Support Personnel have the responsibility to implement the approved procedures and carry out inspections necessary to ensure that their projects and personnel comply with the requirements of the Mechanical Quality Plan.
- 1.2.6 It is the responsibility of all Metra's Mechanical Department personnel to incorporate this plan as part of their work and assignments as applicable.
- 1.2.7 The management of the Third Party Contractor performing activities or furnishing materials, equipment or services for Mechanical Department Capital Projects should also declare and document their commitment to quality and the implementation of the contractually required FTA QMS guidelines. Once the MQP or the requirements listed in the plan are invoked via contractual documents for Third Party Contractor it should be carried out for the life of the project. Alternately, on a case by case basis, the Mechanical Department may approve use of other recognized quality guidelines such as the quality assurance guidelines published by the Association of American Railroads.

### 1.3 ORGANIZATIONAL STRUCTURE

- 1.3.1 Metra's Mechanical Department organizational structure is illustrated in the tree diagram, Appendix A. Specific levels of authority and lines of communication are established for activities affecting quality that are fully described in applicable implementing procedures and/or instructions. Metra's Mechanical Department will ensure communication between its different levels and functions regarding the processes of the Quality Plan.

- 1.3.2 Communication tools will include memorandums, staff meetings, project reports, and emails. Communication with our third party contractors is on-going throughout design and implementation of a project and includes project kick-off meetings, progress meetings and periodic workshops.
- 1.3.3 Persons responsible for ensuring and verifying that activities affecting have been correctly performed, will have sufficient authority, access to work areas, and organizational freedom and independence to:
  - 1.3.3.1 Identify quality problems.
  - 1.3.3.2 Initiate, recommend, or provide solutions to quality concerns.
  - 1.3.3.3 Verify implementation of solutions.
  - 1.3.3.4 Ensure the further processing, testing, delivery, installation, or use is controlled until a nonconformance, deficiency, or unsatisfactory conditions has been rectified.
- 1.4.3 Quality personnel will be independent of the pressures of production and of cost and schedule considerations in quality decisions. Personnel will have direct access to responsible management at a level where appropriate actions are acknowledged.
- 1.4.4 The responsibility of project deliverables including the project records by the Third Party Contracts resides with the designated Project Manager for the project. The responsibilities for the management of the day-to-day technical work, interfaces, and quality assurance/quality control requirements should be identified in the applicable Project Management Plans.

## 2.0 DOCUMENTED QUALITY MANAGEMENT SYSTEM

### 2.1 SCOPE

2.1.1 This section identifies the documented quality program provisions and program application associated with the Mechanical Quality Plan. This section also covers the periodic review of the Mechanical Quality Plan. The requirements of this section apply to the Third Party Contractors per contractual agreement with Metra.

### 2.2 AUTHORITY / RESPONSIBILITIES

2.2.1 See Section 1.0

### 2.3 PROGRAM REQUIREMENTS

2.3.1 The Mechanical Quality Plan establishes the basic policies and specifies the objectives and the requirements for the procedures to be employed by Mechanical Department and the Third Party Contractors to:

2.3.1.1 Comply with the applicable requirements of the Federal Transit Administration Quality Management System Guidelines, FTA-PA-27-5194-12.1.

2.3.1.2 Comply with other regulatory and special contractual requirements imposed by Metra and its Mechanical Department.

2.3.2 The Mechanical Quality Plan provides that activities affecting quality be accomplished in accordance with the Quality Plan, and other detailed approved procedures or instructions, as necessary.

2.3.3 Procedures and/or instructions should be developed for the scoping, documented quality system; design analysis; document control; purchasing; product identification and traceability; control of measuring and test equipment; calibration and other special processes including inspection, testing, nondestructive examination, disposition of nonconforming conditions, corrective action, maintenance of quality records, quality audits and training, as applicable.

2.3.4 Quality Assurance includes quality control, which comprises the verification of those physical characteristics of material, structure, component, or equipment, which provide a means to control the quality of the material, structure, component, or equipment to pre-determined requirements.

2.3.5 Once the Mechanical Quality Plan and/or requirements are invoked for the Third Party Contractors, contractual agreement, it shall be carried out for the life of the contract.

## 2.4 PROGRAM IMPLEMENTATION

2.4.1 The Mechanical Quality Plan and the procedures shall apply to project activities affecting quality related to design, materials procurement, manufacturing, project management and other activities.

2.4.2 The procedures or instructions should generally include the following, as applicable:

2.4.2.1 Purpose / Objective and scope of the document

2.4.2.2 Responsibilities for performing specific activities.

2.4.2.3 Definitions and terms used in the document.

2.4.2.4 Step-by-step instructions to control attributes such as sequence of operations of specific methodology including the quantitative and qualitative criteria to insure that specified activities have been performed satisfactorily, identifying and acquiring any inspection equipment or skills, interfaces, reviews, approvals, or actions.

2.4.2.5 Interrelated procedures or instructions.

2.4.2.6 Reference documents or information necessary to perform the activities.

2.4.2.7 Quality Records requirements.

2.4.2.9 Appendix B provides guidelines for implementation of the requirements of the Mechanical Quality Plan for capital projects.

## 2.5 PROGRAM REVISIONS

2.5.1 Any employee of Metra may request for revision to the Mechanical Quality Plan. The revision requests shall be thoroughly evaluated prior to incorporation into the revised Mechanical Quality Plan.

2.5.2 The changes to the revised Mechanical Quality Plan should be processed and documented.

## 2.6 CONTROL, ISSUES, DISTRIBUTION, STORAGE, AND DISPOSITION OF MECHANICAL QUALITY PLAN

2.6.1 The controlled version of the Mechanical Quality Plan is the electronic version that resides in Metra Mechanical Departments' Controlled Network Drive and specifically designated controlled hard copies. All other copies of the Mechanical Quality Manual are to be considered "Uncontrolled Copies".

- 2.6.3 Historical copies of the revised Mechanical Quality Plan shall be maintained as 'Permanent' records.

## **2.7 MANAGEMENT REVIEW**

- 2.7.1 The Metra Mechanical Department Quality Plan should be reviewed by the Mechanical Department management as necessary but at least once every three years. This review includes assessing opportunities for improvement and the need for changes to the quality management system including the quality policy and quality objectives.

### 3.0 DESIGN CONTROL

#### 3.1 SCOPE

3.1.1 This section is meant to outline the design control activities and assign responsibilities to ensure design inputs are correctly identified and design outputs are documented and verified to ensure they meet the design input requirements. In addition, any changes to the drawings, specifications, and other documents are documented and processed appropriately. The requirements of this section also apply to the Third Party Contractors per contractual agreement and Metra, performing work activities affecting quality associated with capital projects.

#### 3.2 AUTHORITY / RESPONSIBILITIES

3.2.1 See Section 1.0

#### 3.3 PROGRAM REQUIREMENTS

3.3.1 The design process is a standardized, thorough, thought out and planned process. Design activities are identified and responsibilities for accomplishing these activities are assigned. The design inputs shall be identified, and the design output will be documented and verified to meet design input requirements. The final design will be reviewed and approved as a controlled document. The design control activities will also encompass the design changes and configuration management.

3.3.3 When, by the terms of the contract, the Third Party Contractor is responsible for all or any part of the design, a design control program should be developed and implemented by the Third Party Contractor on a timely basis.

3.3.5 Once the Mechanical Quality Plan and/or its requirements are invoked for third party contracts by contractual documents, it shall be carried out for the life of the contract.

#### 3.4 PROGRAM IMPLEMENTATION

3.4.1 Design activities will be properly planned and controlled. Design input requirements will be determined and documented. These inputs will include functional, performance, applicable regulatory requirements, previous designs, and other necessary requirements. Requirements will be complete, unambiguous and not in conflict with each other.

3.4.2 Design outputs will meet the input requirements and provide necessary information for production and purchasing, detail acceptance criteria, and specify the characteristics that are essential for its safe and proper use.

- 3.4.3 Design reviews will be performed to evaluate the ability of the results of design to meet requirements, and to identify any problems and determine any necessary actions. Participants in such review will include representatives of functions concerned with the design and development stage(s) being reviewed.
- 3.4.4 Design verification and validation are performed to ensure that the design outputs meet the design input requirements. Design outputs will be provided in a form that enables verification against the design inputs and will be approved prior to release.
- 3.4.5 Design changes will be governed by the same measures as those applied to the original design. The changes will be reviewed, verified, validated, as appropriate, and approved before implementation.
- 3.4.6 All design output documents shall be reviewed and approved by the Mechanical Department before issuance. Design documents will be controlled and records maintained.

## 4.0 DOCUMENT CONTROL

### 4.1 SCOPE

4.1.1 Procedures shall be established and maintained for control of documents and data. Document control measures shall ensure that all relevant documents are current and available to all users needing them. Control of documents shall include the review of documents by authorized personnel, distribution and storage of those documents, archiving of obsolete documents, and control of changes to the documents. Whenever possible, changes to the same authorized personnel who reviewed and approved the original documents shall review controlled documents and data. Any superseded documents retained for record shall be clearly identified as such. The requirements of this section also apply to the Third Party Contractors per contractual agreement with Metra when performing work activities affecting quality associated with capital projects.

### 4.2 AUTHORITY / RESPONSIBILITIES

4.2.1 See Section 1.0

### 4.3 PROGRAM REQUIREMENTS

4.3.1 Documents shall be controlled to ensure that correct, current and applicable documents are available at the location where they are used.

4.3.2 Document control measures shall provide for the following:

4.3.2.1 Identification of documents to be controlled.

4.3.2.2 Identification of personnel, positions, or departments responsible for preparing, reviewing/providing concurrence, approving, and issuing documents.

4.3.2.3 Review of documents by authorized personnel for adequacy, completeness, and correctness prior to approval and issuance.

4.3.2.4 Approval prior to the commencement of the activity controlled by that document.

4.3.2.5 Distribution of latest applicable documents to personnel or areas of activity.

4.3.2.6 Development, revision, issuance, etc. of documents for maintaining consistency.

4.3.2.7 Maintaining the history of documents from the initial review/issue/submittal until final approval.

- 4.3.2.8 Document distribution and management shall be managed. Management and distribution through an electronic system is the preferred method.
- 4.3.2.9 Control of obsolete documents to prevent improper use.
- 4.3.3 Once the Mechanical Quality Plan and/or its requirements are invoked for the Third Party Contractor by contractual documents, it shall be carried out for the life of the project.

#### **4.4 PROGRAM IMPLEMENTATION**

- 4.4.1 The procedures or instructions shall generally include the following, as applicable:
  - 4.4.1.1 Purpose and scope of the document.
  - 4.4.1.2 Responsibilities for performing specific activities.
  - 4.4.1.3 Definitions and terms used in the document.
  - 4.4.1.4 Step-by-step instructions when required to control attributes such as sequence of operations or specific methodology including the quantitative and qualitative criteria to ensure that specified activities or actions have been performed satisfactorily.
  - 4.4.1.5 Interrelated procedures or instructions.
  - 4.4.1.6 Reference documents and/or information necessary to perform the activities.
  - 4.4.1.7 Quality records requirements.
  - 4.4.1.8 Attachments, exhibits, appendices, charts, manuals, etc.
- 4.4.2 Changes to documents shall be reviewed and approved by the same individuals who performed the original review and approval, if possible. The level of review should be appropriate to the types of revisions made.
- 4.4.3 The review times for all design and design change documents, including but not limited to drawings, specifications, documents requiring changes, shall be established with appropriate personnel.
- 4.4.4 Review and approval authorities shall have access to pertinent project related background data or information upon which to base their review and approval.

## 5.0 PURCHASING

### 5.1 SCOPE

- 5.1.1 This section establishes requirements and assigns responsibilities for the control of procured products and services to ensure conformance with the specified procurement requirements. In addition, the requirements of this section also apply to third party contracts per contractual agreements, performing work activities affecting quality associated with capital projects.

### 5.2 AUTHORITY / RESPONSIBILITIES

- 5.2.1 See Section 1.0

### 5.3 PROGRAM REQUIREMENTS

- 5.3.1 The procurement document control program shall include preparation, review, and approval of Mechanical Department controlled procurement documents and revisions to these documents, to ensure that the requirements to procure the products and/or services are properly and adequately specified.

The processing of procurement documents are performed by Metra's Procurement Department and not the Mechanical Department. These documents include: Invitations for Bids, Requests for Proposal, Purchase Orders, Blanket Purchase Orders, Task Orders, Master Agreements, Contracts, Contract Modifications, Change Orders, etc.

- 5.3.2 Once the Mechanical Quality Plan is invoked for the Third Party Contractors by contractual documents, it should be carried out for the life of the project.

### 5.4 PROGRAM IMPLEMENTATION

- 5.4.1 Procurement documents issued at all levels should include provisions for following, either by reference or including the actual document, as appropriate:
- 5.4.1.1 Quality Assurance Program - The quality assurance requirements and the elements of the program applicable to the products and/or services.
  - 5.4.1.2 Basic Technical Requirements - Regulatory requirements, design criteria, drawings, specifications, Metra Standards, industrial standards, test and inspection requirements, etc.
  - 5.4.1.3 Right of Access - Permission for authorized representatives of Metra to have access to the Third Party Contractor's facilities and records for the purposes of visitation, inspection, surveillance and/or quality assurance audits.

- 5.4.1.4 Documentation Requirements - Records to be prepared, submitted with the shipment, maintained and/or made available for information, review and/or approval; e.g., drawings, specifications, procedures, part list, inspection and test records, personnel and procedure qualifications, materials, chemical and physical test results, and Safety Data Sheets (SDS) should be identified, referenced. In addition, instructions on record retention and disposition shall be provided.
- 5.4.1.5 Sub-Contractor Procurement - Applicable requirements of the Mechanical Quality Plan and the Third Party Contractors shall be extended to the Sub-Contractors/Sub-Consultants.
- 5.4.1.6 Scope of Work - A definition of the scope of work should be included, where appropriate.
- 5.4.1.7 Installation Requirements - Information on manufacture/product requirements, parts list, maintenance requirements, operational inspection requirements, if any, shall be specified.
- 5.4.1.8 Identification - Provisions for adequate identification of parts, equipment and/or supplies should be included.
- 5.4.1.9 Handling Storage and Shipping - Adequate requirements for handling, storage, cleaning, packaging, and shipping shall be specified.
- 5.4.1.10 Delivery Location - Instructions as to where the products or services are required to be delivered/provided should be identified.
- 5.4.1.11 Special Instructions - The procurement documents should clearly identify any applicable special instructions, e.g. On-Site Inspection etc.
- 5.4.1.12 Provisions for Nonconformance - Methods for corrective actions and handling nonconforming parts, equipment, or processes as well as requirements for special inspections shall be included.
- 5.4.1.13 Project Deliverables – Physical, project records (electronic and/or hard copy), maintenance & operating manuals, warranties, guarantees, spare parts, training, inspection and test results, etc.
- 5.4.1.14 Communication – Appropriate timeline established for response time; e.g. delivery of product, inspection reports, corrective action report for nonconformance, information request, etc.

**5.5 PROCUREMENT DOCUMENTS REVIEW**

5.5.1 A review of the procurement documents and any changes to these documents shall be made to ensure that:

5.5.1.1 The correct quality assurance requirements and technical requirements are specified for the procurement of products and/or services.

5.5.1.2 The products and/or services are received as ordered.

**5.6 MECHANICAL DEPARTMENT PROCUREMENT DOCUMENTS CHANGES**

5.6.1 Procurement document changes shall be subjected to the same degree of control as that utilized in the preparation of the original procurement documents.

**5.7 PROGRAM REQUIREMENTS – PROCURED PRODUCTS OR SERVICES**

5.7.1 Measures shall be established to ensure that the products or services, whether purchased directly or through the Third Party Contractors, should conform to the procurement document requirements, e.g. Certificate of Conformance, Quality Verification Statement, etc.

5.7.2 Once the Mechanical Quality Plan and/or its requirements are invoked for outside organizations by contractual documents, it should be carried out for the life of the contract.

**5.8 PROGRAM IMPLEMENTATION – PROCURED PRODUCTS OR SERVICES**

5.8.1 The control of procured products or services per procurement documents is accomplished by controlling:

5.8.1.1 The Selection of responsible and responsive procurement sources within:

5.8.1.1.1 Metra's Procurement Department

5.8.1.1.2 Metra's Mechanical Department

5.8.1.2 The acceptance of products at the source and/or upon receipt at specified Metra locations.

5.8.2 Review and evaluation of procurement source's quality assurance program to meet the Mechanical Quality Plan requirements may be performed by:

5.8.2.1 Review and evaluation of supplier quality assurance program document description.

- 5.8.2.2 Supplier facility survey.
- 5.8.2.3 Evaluation of objective evidence of quality furnished by the supplier in the past.
- 5.8.2.4 Continued evaluations to verify compliance with the quality assurance requirements of the procurement documents, by Metra and/or its Third Party Contractors.

## 6.0 PRODUCT IDENTIFICATION AND TRACEABILITY

### 6.1 SCOPE

6.1.1 This section establishes requirements for identifying and controlling product to prevent the use of incorrect or defective material and assigns responsibilities to ensure that only correct and accepted materials, parts, and components are used or installed. The requirements of this section also apply to third party contracts per contractual agreements, performing work activities affecting quality associated with capital projects.

### 6.2 AUTHORITY / RESPONSIBILITIES

6.2.1 See Section 1.0

### 6.3 PROGRAM REQUIREMENTS

6.3.1 The program should ensure that materials, parts, and components are identified by appropriate means. The program shall ensure that only correct and accepted items, which meet the requirements, are used and installed during rehabilitation, repairs, and/or maintenance.

6.3.2 Once the Mechanical Quality Plan and/or its requirements are invoked for the Third Party Contractors by contractual documents, it shall be carried out for the life of the project.

### 6.4 PROGRAM IMPLEMENTATION

6.4.1 To the extent possible, the physical identification of items shall be accomplished by physical separation. Where physical separation is either impractical or insufficient, procedural controls; e.g., marking, tagging, labeling or other appropriate means, may be employed. Identification may be either on the item or on records traceable to the item. When identification marking is used, the marking should be clear, unambiguous, and applied in such a manner as not to affect the function of the item.

6.4.2 When items are subdivided, markings shall be transferred to each part of the item, if possible, and shall not be obliterated or hidden by surface treatments or coatings.

6.4.3 When required by design, standards, specifications, or etc., the items shall be traceable to specific documentation such as drawings, specifications, standards, physical and/or chemical material test reports, etc.

6.4.4 Items, which fail to possess the required identification or items for which record traceability has been lost or items that do not meet the requirements, shall be segregated, isolated, and controlled to prevent use and/or installation.

## 7.0 PROCESS CONTROL

### 7.1 SCOPE

- 7.1.1 This section establishes requirements and assigns responsibilities for the control of special processes that affect the quality of items during production and installation. The requirements of this section also apply to the Third Party Contractor per contractual agreements and Metra, performing work activities affecting quality associated with capital projects.

### 7.2 AUTHORITY / RESPONSIBILITIES

- 7.2.1 See Section 2.0

### 7.3 PROGRAM REQUIREMENTS

- 7.3.1 The program shall ensure that special processes are planned, implemented, controlled, and performed by qualified personnel, which complies with applicable codes, standards, regulatory, and contractual requirements, in monitoring the product characteristics during production and installation.
- 7.3.2 Once the Mechanical Quality Plan and/or its requirements are invoked for the Third Party Contractors by contractual agreement, be carried out for the life of the project.

### 7.4 PROGRAM IMPLEMENTATION

- 7.4.1 For the special processes, may include but are not limited to, welding, heat treatment, chemical cleaning, nondestructive examination, special coatings, manufacturing sequencing, etc.
- 7.4.2 Special processes, specifically where an inspection may not reveal deficiencies, should be controlled by procedures, instructions, drawings, checklists and/or other appropriate means using qualified personnel. These means shall ensure that the specified acceptance/rejection parameters are correctly sequenced, monitored, and controlled. This shall include personnel and equipment requirements, calibration requirements, if any, and acceptance criteria, as appropriate.
- 7.4.3 When a special process affecting quality is not addressed by an existing code, standard, or regulatory requirement, the necessary qualifications of personnel or procedures shall be identified, defined, and controlled.
- 7.4.4 The special process documentation should include prerequisite conditions, processing steps, conditions to be maintained during the steps of the process, inspections and test requirements, verification methods, personnel qualifications, and record requirements.

- 7.4.6 The special process requirements for the Third Party Contractors may be provided or identified by the procurement and/or design documents.
- 7.4.7 Appropriate quality records shall be maintained for personnel or special process qualifications as defined in implementing procedures and instructions.

## 8.0 INSPECTION AND TESTING

### 8.1 SCOPE

8.1.1 This section establishes requirements and assigns responsibilities for planning and performing inspections and testing of items and activities affecting quality during materials receipt, work in progress and final installation, to provide assurance that the final accepted item or activity conforms to specified requirements. The requirements of this section also apply to the Third Party Contractors per contractual agreements and Metra, performing work activities affecting quality associated with capital projects.

### 8.2 AUTHORITY / RESPONSIBILITIES

8.2.1 See Section 1.0

### 8.3 INSPECTION AND TESTING PROGRAM REQUIREMENTS

8.3.1 The items or activities affecting quality shall be inspected and tested in conformance with approved documents. The inspection and testing documents should contain the requirements and acceptance/rejection limits of the design documents, standards and/or regulatory requirements.

8.3.2 Once the Mechanical Quality Plan and/or its requirements are invoked for the Third Party Contractor per contractual documents, it shall be carried out for the life of the project.

### 8.4 INSPECTION PROGRAM IMPLEMENTATION

8.4.1 Inspections activities should be carried out using the approved inspection and test plans, inspection checklists, and/or drawings.

8.4.2 Characteristics of products/components to be inspected and/or tested by approved methods.

8.4.3 Results of inspection and/or test results shall be documented and the inspection results shall document whether they meet requirements, drawings, specifications, and/or standards, etc.

8.4.4 Personnel other than those who performed the work should perform the acceptance inspections.

8.4.5 Personnel and/or the Third Party Contractors performing inspections shall be qualified to perform the inspections.

8.4.6 To the extent possible, status indicators, such as markings, labels or other suitable means, shall be employed to maintain inspection and test status.

- 8.4.7 If contractually mandated inspection and/or test 'Hold Point' is required, the specific 'Hold Point' shall be indicated in appropriate documents. Work shall not proceed without the consent of the person who assigned the 'Hold Point' and/or a designated representative. Such consent should be documented prior to continuation of work beyond the designated 'Hold Point'.
- 8.4.8 Inspection of items in process shall be performed where necessary.
- 8.4.9 Final inspection should include a record review of results and resolution of nonconformance identified by prior inspections.
- 8.4.10 The final inspection report should provide the vendor name, facility location, inspection date, type of inspection, identification and signature of inspector, inspection results, conformance status, recommended actions, etc.

## **8.5 TESTING PROGRAM IMPLEMENTATION**

- 8.5.1 Unless designated otherwise, the organization responsible for the design of the item that is being tested shall provide the testing requirements and acceptance/rejection criteria.
- 8.5.2 Attributes or properties to be tested as well as testing methods shall be specified and testing results shall be documented.
- 8.5.3 Each person who performs the testing for acceptance shall be qualified to perform the assigned testing tasks.

## **8.6 TESTING PROCEDURES**

- 8.6.1 Written test procedures shall be developed to demonstrate design and performance characteristics as specified in design and operating requirements/specification. Test procedures shall include the following, as applicable:
  - 8.6.1.1 Test objectives.
  - 8.6.1.2 Provisions for assuring that established test prerequisites have met.
  - 8.6.1.3 Required equipment and instrumentation.
  - 8.6.1.4 Required inspection 'Witness' and/or 'Hold Points'.
  - 8.6.1.5 Required environmental/surrounding conditions.
  - 8.6.1.6 Safeguards to be taken in preparation and performance of test.
  - 8.6.1.7 Personnel qualifications.

- 8.6.1.8 Requirements for data acquisition.
- 8.6.1.9 Recognized industry standard test methods, supplier manuals, maintenance instructions, and/or approved drawings may be used in place of specially prepared test procedures, as long as these documents include adequate instructions to ensure satisfactory performance of the test.

## **8.7 INSPECTION AND TESTING RESULTS**

- 8.7.1 All inspection and test results shall be documented and evaluated by qualified personnel to assure that the test requirements satisfy requirements.

## **8.8 INSPECTION AND TESTING DOCUMENTATION**

- 8.8.1 Inspection and test documentation of the inspected/tested item or activity should, generally, identify:
  - 8.8.1.1 Item inspected/tested.
  - 8.8.1.2 Date of the inspection/test.
  - 8.8.1.3 Individual performing the inspection/test and/or recording the inspection/test data.
  - 8.8.1.4 Testing requirements.
  - 8.8.1.5 Type of test.
  - 8.8.1.6 Type of inspection and/or inspection procedure.
  - 8.8.1.7 Individuals(s) approving the test
  - 8.8.1.7 Inspection/test results.
  - 8.8.1.8 Acceptance/rejection criteria.
  - 8.8.1.9 Recommended actions, if any.
  - 8.8.1.10 Individuals(s) evaluating the test results.

## 9.0 INSPECTION, MEASURING, AND TEST EQUIPMENT

### 9.1 SCOPE

- 9.1.1 This section establishes requirements and assigns responsibilities to assure tools, gauges, instruments, and other Measuring and Test Equipment (M&TE) used in activities affecting quality are identified, properly controlled, calibrated and adjusted at specified intervals to maintain accuracy within specified limits.
- 9.1.2 The requirements of this section also apply to the Third Party Contractors per contractual agreements and Metra, performing work activities affecting quality associated with capital projects.

### 9.2 AUTHORITY / RESPONSIBILITIES

- 9.2.1 See Section 1.0

### 9.3 PROGRAM REQUIREMENTS

- 9.3.1 The program is intended to ensure that tools, gauges, instruments, and other Measuring and Test Equipment (M&TE) used in activities affecting quality are identified, properly controlled, calibrated and adjusted at specified intervals to maintain accuracy within specified limits.
- 9.3.2 Once the Mechanical Quality Plan and its requirements are invoked for the Third Party Contractors, by contractual documents, it shall be carried out for the life of the project.

### 9.4 PROGRAM IMPLEMENTATION

- 9.4.1 The program shall ensure tools, gages, instruments, and other inspection monitoring, such as measuring, test equipment, and other devices, are used in activities affecting quality to be of proper range, type, and accuracy to verify conformance and established requirements.

### 9.5 CALIBRATION REQUIREMENTS AND NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY TRACEABILITY

- 9.5.1 To ensure accuracy; inspection, measuring, and test equipment shall be controlled, calibrated, adjusted, and maintained at prescribed intervals and/or prior to use against certified equipment having known relationships to nationally recognized standards and accepted values of physical constants to the extent possible.
- 9.5.2 If no national standards exist, the basis for calibration of a reference should be documented. This requirement is not intended to imply a need for special calibration and control measures on rulers, tape measures, levels, and such other devices, if normal commercial practices provide adequate accuracy.

## **9.6 CALIBRATION INTERVALS AND METHODS**

- 9.6.1 Calibration methods and intervals for each item shall be defined and based on the type of equipment, equipment use, manufacturer's recommendations, stability characteristics, required accuracy, and other conditions affecting measuring control.
- 9.6.2 When inaccuracy of the equipment is suspected, a special calibration may be performed.
- 9.6.3 The calibration status, including the due date of next calibration of M&TE, shall be visible through the use of tags, labels, and/or decals attached to the equipment, as applicable or identification traceable to the equipment log.

## **9.7 OUT-OF-CALIBRATION EQUIPMENT**

- 9.7.1 When inspection, measuring, and test equipment is found to be out of calibration, an evaluation should be made and documented of the validity of previous inspection or test results and of the acceptability of items previously inspected or tested.
- 9.7.2 Inspection, measuring, and test equipment consistently found out of calibration should be repaired or replaced.
- 9.7.3 The evaluation results for the validity of previous inspection and/or test results shall be documented, when necessary.

## **9.8 HANDLING AND STORAGE**

- 9.8.1 Measuring and test equipment that is susceptible to loss of accuracy due to improper handling, storage, and/or changes in ambient environmental conditions shall be identified. In addition, special precautions shall be taken to ensure the required accuracy of the measuring and test equipment is identified.

## **9.9 CALIBRATION RECORDS**

- 9.9.1 Records shall be maintained and equipment suitably marked to indicate calibration status and to permit traceability to calibration records.

## 10.0 INSPECTION AND TEST STATUS

### 10.1 SCOPE

10.1.1 This section establishes requirements and assigns responsibilities for identifying the inspection and test status of work, during production and installation to assure that only those items that have passed the required inspections and tests are used and installed. The requirements of this section also apply to the Third Party Contractors per contractual agreements and Metra, performing work activities affecting quality associated with capital projects.

### 10.2 AUTHORITY / RESPONSIBILITIES

10.2.1 See Section 2.0

### 10.3 PROGRAM REQUIREMENT

10.3.1 The program shall provide means for ensuring that required inspections and tests are performed and that the acceptability of items with regard to inspections and tests performed is readily apparent. Nonconforming items shall be clearly identified.

10.3.2 Once the Mechanical Quality Plan and/or its requirements are invoked for the Third Party Contractors by contractual documents, it shall be carried out for the life of the project.

### 10.4 PROGRAM IMPLEMENTATION

10.4.1 To the extent possible, status indicators, such as physical location, tags, markings, routing sheets, stamps, labels, inspection records, hold point records, or other suitable means shall be used to maintain inspection and test status. The status indicators indicate whether the production and/or installation is in conformance or nonconformance with the inspection and tests performed.

10.4.2 The program shall provide the means to ensure that only items that have passed the required inspections and tests per design documents, specification, and/or standards are accepted.

10.4.3 Written documentation should include provisions for the authority for application and removal of tags, markings, labels, and stamps.

10.4.4 In cases, where required documented evidence is not available, the associated equipment or materials shall be considered nonconforming. Appropriate documentation shall be available showing acceptability of the equipment and/or materials prior to its installation.

## 11.0 NONCONFORMANCE

### 11.1 SCOPE

11.1.1 This section establishes requirements and assigns responsibilities for the control of nonconforming work. The requirements of this section apply to the Third Party Contractors per contractual agreements and Metra, performing work activities affecting quality associated with capital projects.

### 11.2 RESPONSIBILITIES

11.2.1 See Section 1.0

### 11.3 PROGRAM REQUIREMENTS

11.3.1 The program shall provide the definition of the non-conforming work, item, activity, etc.

11.3.2 The program shall control items, services, and/or activities, which do not conform to specific requirements to prevent inadvertent use and/or installation.

11.3.3 The program shall include, as applicable, proper documentation for identification, documentation, segregation, disposition, and notification to affected parties.

11.3.4 The responsibility for review and authority for the disposition of non-conforming work shall be defined in procedures and instructions.

11.3.5 The program shall have provision for re-inspection, if necessary.

11.3.6 The program shall have provision for appropriate controls in documenting, interfacing, and disposition of non-conforming items by various organizations.

11.3.7 Once the Mechanical Quality Plan and/or its requirements are invoked for third the Third Party Contractors by contractual agreement, it shall be carried out for the life of the project.

### 11.4 PROGRAM IMPLEMENTATION – IDENTIFICATION AND SEGREGATION OF NONCONFORMING WORK

11.4.1 Nonconforming items shall be controlled by marking and physical segregation. Where physical segregation is not practical, nonconforming items may be controlled by tagging or other means of identification.

11.4.2 Nonconforming services or activities shall be controlled by proper documentation and/or revised procedures or specifications, as necessary.

### 11.5 DISPOSITION OF NONCONFORMING ITEMS, SERVICES, OR ACTIVITIES

- 11.5.1 The program shall control further processing, testing, delivery, and installation of a nonconforming and/or defective work pending a decision on its disposition.
- 11.5.2 The disposition and acceptance of the Nonconforming items may be accomplished by:
- 11.5.2.1 'Reworking' and/or 'Re-testing' to complete or correct to the original requirement of a drawing, procedure, or specification, or
  - 11.5.2.2 'Repairing' the defective item, by restoring to a condition such that the capability of an item to function reliably and safely is unimpaired, even though that item still does not conform to the original requirement, or
  - 11.5.2.3 'Use-as-is' or 'Accept as-is' without any repair or rework, when it can be established that the item is satisfactory for its intended use, or
  - 11.5.2.4 'Rejecting/Scraping' for possible use on alternate applications.
- 11.5.3 Appropriate justification and documentation shall be provided to verify acceptability of nonconforming items disposition as rework, or retest, or repair, or Use-as-is or Accept as-is.
- 11.5.3.1 Installed items not in service that are nonconforming or become nonconforming, as a result of any reason, shall be corrected or resolved prior to operational support.
  - 11.5.3.2 An item that is not complete or correct to the original requirement of a drawing, procedure, or specification may be released for use after an engineering evaluation if it is found to meet the intent of the drawing, procedure, or specification and is not detrimental to other components or the performance requirements. A deviation will need to be recorded and filed if such an item is used.

## 12.0 CORRECTIVE ACTION

### 12.1 SCOPE

12.1.1 This section establishes requirements and assigns responsibilities for the identification, reporting, and correction of conditions adverse to quality performance and compliance. Deficiencies and errors found during the normal review process are not included in the scope of this section, unless reoccur consistently and constantly. The requirements of this section apply to the Third Party Contractors per contractual agreements and Metra, performing work activities affecting quality associated with capital projects.

### 12.2 AUTHORITY / RESPONSIBILITIES

12.2.1 See Section 1.0

### 12.3 PROGRAM REQUIREMENTS

12.3.1 Procedures shall ensure that conditions adverse to quality such as failures, malfunctions, deficiencies, deviations, defective material and equipment, and nonconformance are promptly identified, documented, reported to appropriate levels of management, corrected, and action taken to prevent recurrence.

12.3.2 Procedures shall be established for analyzing the process to detect and eliminate causes of nonconforming products and services.

12.3.3 Once the Mechanical Quality Plan and/or its requirements are invoked for the Third Party Contractors by contractual agreement, it shall be carried out for the life of the project.

### 12.4 PROGRAM IMPLEMENTATION

12.4.1 Corrective actions need to improve the process and prevented recurrence of issues and deficiencies.

12.4.2 Root cause(s) need to be effectively and accurately identified.

12.4.3 Results of corrective actions need to be measured and validated.

12.4.4 Monitor effectiveness of correct action plans to avoid relapse(s) of issues and deficiencies.

## 13.0 QUALITY RECORDS

### 13.1 SCOPE

13.1.1 This section establishes requirements and assigns responsibilities for the collection, filing, indexing, storage, maintenance, retrieval, and disposition of quality assurance records necessary to provide evidence of quality in the design, procurement, manufacturing, installation, inspection, testing, nonconformance, corrective action, auditing, and training. The requirements of this section also apply to the Third Party Contractor per contractual agreements and Metra, performing work activities affecting quality associated with capital projects.

### 13.2 AUTHORITY / RESPONSIBILITIES

13.2.1 See Section 2.0

### 13.3 PROGRAM REQUIREMENTS

13.3.1 The term 'record(s)' used throughout this section is to be interpreted as 'quality assurance record(s)' or 'project records' inclusive of all attachments etc.

13.2.2 The records system shall be defined, implemented, and enforced in accordance with written procedure, instructions, and/or other appropriate documentation. The procedures shall include the distribution of records, control of records withdrawn from storage, and the replacement, restoration, or substitution of lost or damaged records.

13.2.3 Once the Mechanical Quality Plan and/or its requirements are invoked for the Third Party Contractors by contractual documents, it shall be carried out for the life of the project.

### 13.4 PROGRAM IMPLEMENTATION

13.4.1 A record system shall be established, which addresses the requirements and assigns responsibilities for the collection, filing, indexing, distribution, storage, maintenance, safekeeping, retrieval, retention, replacement, restoration and substitution of lost records, and disposition of quality assurance records.

### 13.5 RECORDS RETENTION PERIOD AND DISPOSITION

13.5.1 All records shall be identified by appropriate numbering and/or naming convention.

13.5.2 All records shall be kept for a minimum period of five (5) years, or longer if deemed necessary per contractual or regulatory requirements.

13.5.3 All records after completion of the project shall be forwarded to Metra by its Third Party Contractors for retention by Metra, as identified in the contractual documents.

13.5.4 The Third Party Contractors final payment should be released only after all the required project documents have been turned over after project completion.

### **13.6 RECORDS ADMINISTRATION**

13.6.1 The Quality Plan, procedures, design procedures, design specifications, procurement documents, inspection/test procedures, operational procedures, manufacturing procedures, and/or other documents shall specify the records to be generated, supplied, or maintained.

13.6.2 Documents that are later to be designated as records shall be accurate and completely filled out. Documents shall provide sufficient information to permit identification.

13.6.3 The records shall include the results of reviews, inspections, tests, audits, monitoring of work performance, qualifications of personnel, procedures, and equipment; test and measuring equipment calibrations; materials receipt inspection; and other documentation required by the Quality Plan, regulatory requirements, specifications, and contractual agreements.

13.6.4 The records shall provide sufficient information to permit identification between the record and the item and/or activity to which it applies.

13.6.5 The Third Party Contractors shall submit records to Metra for inclusion in the quality assurance records system, as applicable.

13.6.6 Some records may be kept by the Third Party Contractors and maintained on an available basis for a specified time. Such records may be offered to Metra after the Third Party Contractors no longer plan to keep them.

13.6.7 All records shall be legible, identifiable, and retrievable.

13.6.8 All incoming and outgoing project records shall be considered valid only if stamped with the initial/signed and dated by authorized personnel. Alternatively, all the records shall be received, sent, scanned if needed, and logged electronically.

### **13.7 RECORDS FILING, INDEXING, DISTRIBUTION, REPLACEMENT, RESTORATION, OR SUBSTITUTION OF LOST OR DAMAGED RECORDS**

13.7.1 The quality records procedures shall address the filing, indexing, distribution, replacement, restoration or substitution of damaged records, as appropriate.

**13.8 RECORDS STORAGE, MAINTENANCE, SAFEKEEPING, RETRIEVAL, AND DISPOSITION**

13.8.1 Records shall be stored in facilities, which provide suitable environment to minimize deterioration or damage, prevent loss, preclude entry of unauthorized personnel, and facilitate retrieval without undue delay, and final disposition after project completion.

## 14.0 QUALITY AUDITS

### 14.1 SCOPE

14.1.1 This section provides a comprehensive system of planned and periodic audits of Metra's Mechanical Department and the Third Party Contractors to verify compliance and effectiveness of the Mechanical Quality Plan. The requirements of this section also apply to the Third Party Contracts per contractual agreements and Metra, performing work activities affecting quality associated with capital projects.

### 14.2 AUTHORITY / RESPONSIBILITIES

14.2.1 See Section 2.0

### 14.3 PROGRAM REQUIREMENTS

14.3.1 The audit program shall include elements of audit schedule, audit plan and checklist, audit performance, audit reporting, and audit follow-up and closure.

14.3.2 The audit schedule shall be reviewed periodically and revised as required.

14.3.3 A written audit plan and checklist shall be prepared before each audit.

14.3.4 Appropriately trained, experienced, and qualified personnel, not having direct responsibilities in the areas being audited, and with sufficient authority and organizational freedom, shall perform the audits in accordance with the written audit plan and checklist.

14.3.5 The auditing personnel shall document and review the audit results with the audited organization.

14.3.6 The audited organization management shall take necessary action to correct the deficiencies revealed by the audit in order to preclude repetition.

14.3.7 Once the Mechanical Quality Plan and/or its requirements are invoked for the Third Party Contractors by contractual documents, it shall be carried out for the life of the project.

### 14.4 PROGRAM IMPLEMENTATION

14.4.1 Audits shall be conducted on a scheduled and timely basis. Each applicable element of the Mechanical Quality Plan shall be audited for the active and selected projects, when practical. The significant quality activities shall be overviewed once during the lifetime of the ongoing activity selected:

14.4.1.1 Commensurate with the status and importance of activities.

14.4.1.2 As early as practical during the project life.

- 14.4.1.3 At intervals consistent with the activities being undertaken.
  - 14.4.1.4 When significant changes have been made in the Quality Assurance Program.
  - 14.4.2 Audits should be performed to provide an objective evaluation of compliance with established requirements, methods, and approved procedures or instructions. They should also be performed to identify quality assurance program deficiencies and verify implementation of recommended corrective action.
  - 14.4.4 Deficient areas shall be re-audited as necessary until corrective actions have been accomplished. All conditions requiring immediate corrective action shall be identified immediately to responsible management or department of the audited organization.
- 14.5 AUDIT REPORTS AND FOLLOW-UP**
- 14.5.1 The audit report shall:
    - 14.5.1.1 Contain sufficient information to be a stand-alone document.
    - 14.5.1.2 Include an evaluation of quality assurance practices, procedures, and instructions, the effectiveness of implementation, and conformance with policy directives.
    - 14.5.1.3 Include an evaluation of work areas, activities, processes, items, and review of documents and records.
    - 14.5.1.4 Be distributed to the management personnel of Metra and the Third Party Contractors, as appropriate.
  - 14.5.2 The audited management or department shall review audit results.
  - 14.5.3 The audit response shall be evaluated and accepted or further corrective action requested.
  - 14.5.4 The audit deficiency shall be closed after verification of corrective action for the deficient area identified during the audit.
  - 14.5.5 The audit shall be closed following closing of all deficiencies of the audit.
  - 14.5.6 Audit records shall be maintained in accordance with Section 13.0.

## 15.0 TRAINING

### 15.1 SCOPE

15.1.1 This section identifies the training requirements of personnel involved in performing work-affecting quality for Metra capital projects. The requirements of this section apply to Metra and the Third Party Contractors per contractual agreements, performing work activities affecting quality associated with capital projects.

### 15.2 AUTHORITY / RESPONSIBILITIES

14.2.1 See Section 2.0

### 15.3 PROGRAM REQUIREMENTS

15.3.1 Personnel performing activities affecting quality shall be:

- 15.3.1.1 Qualified and certified, if necessary, in the principles and techniques of the activity being performed.
- 15.3.1.2 Trained based on individual education, experience, training, and position, as necessary.
- 15.3.1.3 Trained to ensure that suitable proficiency is achieved and maintained.
- 15.3.1.4 Provided technical, project, quality assurance, quality control, safety, and any other special training required for the completion of the project.
- 15.3.1.5 Provided with the required training prior to the start of the project.

15.3.2 All such training shall be documented.

15.3.3 Once the Mechanical Quality Plan and/or its requirements are invoked for the Third Party Contractors by contractual agreement, it shall be carried out for the life of the project.

### 15.4 PROGRAM IMPLEMENTATION

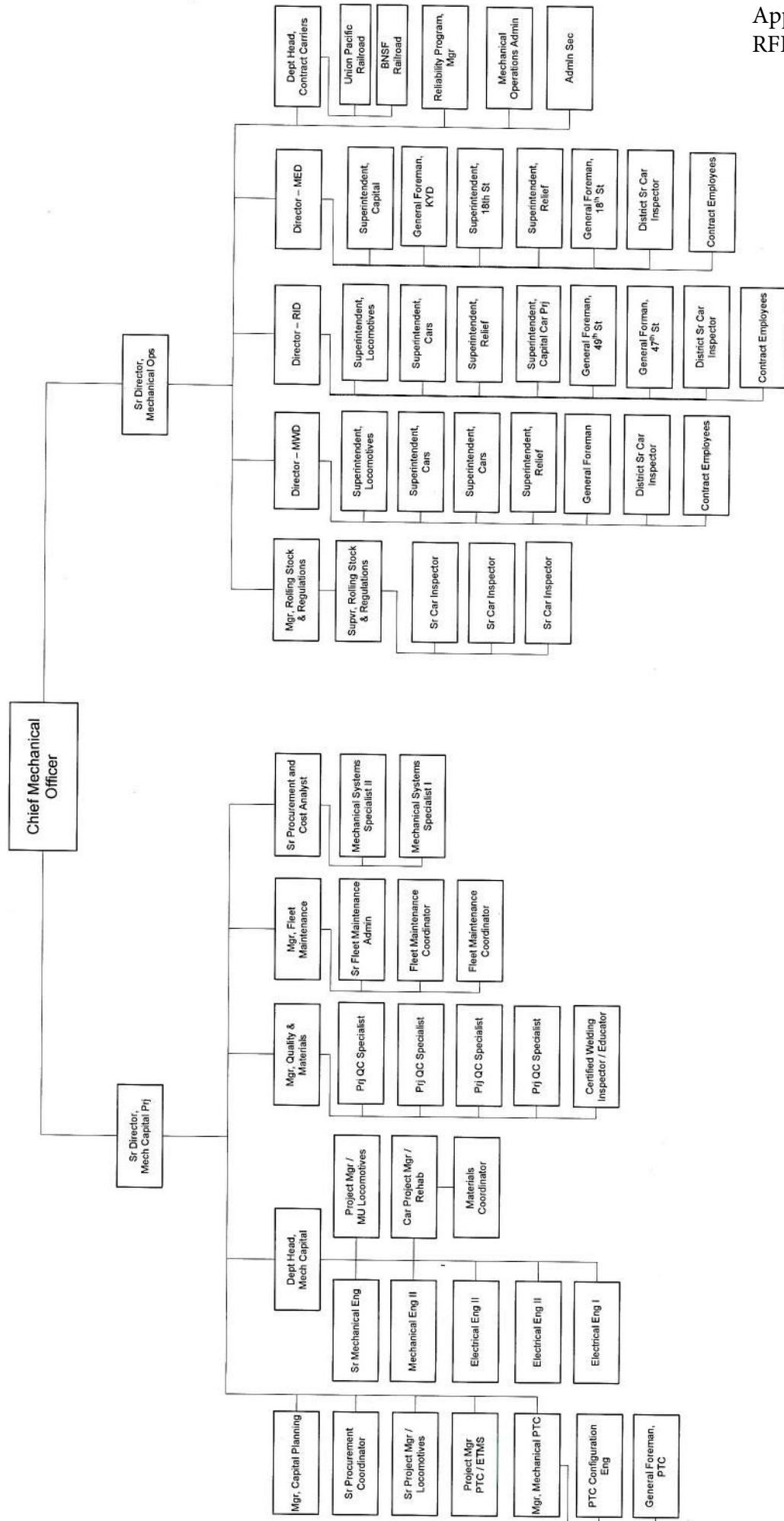
15.4.1 Personnel assigned to perform activities affecting quality should be given appropriate training prior to performing those activities. This training includes, as applicable, the purpose, scope, and implementation of the technical and quality assurance program elements that are to be employed, as well as the objectives and requirements of the applicable codes and standards. The proficiency of personnel, performing and verifying activities affecting quality, is

maintained by re-training, re-examination, and/or re-certifying as determined by the Mechanical Department management.

- 15.4.2 All personnel assigned to the capital projects shall have the required qualifications, education, training, and experience relative to their functional and managerial responsibilities within the organization.
- 15.4.7 All training shall be provided by the qualified and/or certified personnel as needed.
- 15.4.8 Records for initial training and subsequent and/or additional training received by all personnel shall be documented and maintained per Section 13.0.

# Appendix A

## Metra Mechanical Department Organizational Structure



Appendix B

QA/QC Activity by Metra Corporate, Mechanical and Third Party Contractor (TPC) Personnel	Rolling Stock Contractor (RSC)	Project Management Consultant (PMC)	Positive Train Control Project Third Party Contracts	Metra Force Account Management	Metra Force Account Construction	Metra Force Account Maintenance	Positive Train Control Project Metra Force Account
For FTA Quality Management System Applicability See Below							
	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ
	TPC	TPC	TPC				
	(QCM)(PMM)	(QCM)(PMM)	(QCM)(PMM)	(QCM)(PMM)	(QCM)(PMM)	(QCM)(RRI)	(QCM)(PMM)
FTA QMS Elements							
2.2.1 Management Responsibility	X	X	X	X	X	X	X
2.2.2 Documented Quality System	X	X	X	X	X	X	X
2.2.3 Design Control	X		X	X			X
2.2.4 Document Control	X	X	X	X	X	X	X
2.2.5 Purchasing	X	X	X	X			X
2.2.6 Product ID and Traceability	X		X	X	X	X	X
2.2.7 Process Control	X	X	X	X	X	X	X
2.2.8 Inspection and Testing	X	X	X	X	X	X	X
2.2.9 Inspection, Measuring, & Test Equipment	X	X	X	X	X	X	X
2.2.10 Inspection and Test Status	X	X	X	X	X	X	X
2.2.11 Nonconformance	X	X	X	X	X	X	X
2.2.12 Corrective Action	X	X	X	X	X	X	X
2.2.13 Quality Records	X	X	X	X	X	X	X
2.2.14 Quality Audits	X	X	X	X	X	X	X
2.2.15 Training	X	X	X	X	X	X	X

Notes:

- "Grant Management and Accounting (GMA) is responsible to provide the corporate QA oversight per approved procedures.
- The QA/QC activities required by Third Party Contractors and Metra Force Account should be conducted in accordance with approved procedures/instructions, which meet the FTA QMS Guidelines and the railroad industry standards for capital projects. See Mechanical Department Quality Plan for details on implementation.

Legend:

GMA = Grant Management and Accounting, QMS = Quality Management System, FTA = Federal Transit Administration  
(QCM) = Quality Control (Mechanical), (PMM) = Project Manager (Mechanical), (RRI) = Rolling Stock Rail Inspectors (Mechanical)

Third Party Contracts Projects
Metra Force Account Projects



# Corporate Quality Manual



Issued By:

Grant Management and Accounting Department  
Corporate Quality Assurance

## Metra Corporate Quality Manual

### METRA CORPORATE QUALITY POLICY

The objectives of Metra's capital program are to provide the infrastructure necessary to achieve the operation of a safe, reliable and convenient commuter railroad system. The capital program includes infrastructure projects that involve design, construction, procurement and installation and testing of materials. Metra's Corporate Quality Manual (CQM) has been established to ensure the capital program is accomplished in a manner that provides for continued satisfactory performance during the useful life of the railroad system.

The CQM reflects the management policy that applies to all personnel and activities associated with the capital program. The CQM applies to Metra's personnel and departments as well as Metra's Third Party Contractors. The Metra CQM incorporates the required fifteen elements of a quality management system listed in the Federal Transit Administration (FTA) Quality Management System Guidelines, FTA-PA-27-5194-12.1 (2012 Update).

The Senior Director, Grant Management and Accounting has been given the responsibility and authority for quality oversight to ensure that this CQM is understood, implemented and maintained as well as ensure that it includes provisions for continual maintenance and improvement. The Director, Corporate Quality Assurance, who reports to the Senior Director, Grant Management and Accounting, has been authorized to verify implementation of the Metra CQM. Corporate quality assurance personnel have the responsibility to identify quality concerns, recommend solutions, and verify implementation of the solutions. Corporate quality assurance personnel are independent of those having direct responsibility for the work being performed.

Quality encompasses many functions and activities and extends to all personnel involved in the implementation of the CQM for capital projects.



Donald A. Orseno  
Executive Director/CEO

**Metra Corporate Quality Manual**

Metra Corporate Quality Manual requirements apply to all personnel and activities affecting quality for capital projects. The User Department management shall assign specific responsibilities consistent with the requirements listed in Metra's Corporate Quality Manual. It is the User Department's responsibility to ensure that Metra's Corporate Quality Manual is implemented and the activities are accomplished to meet its objectives.

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## Metra Corporate Quality Manual

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#### Foot Notes

- (1) CQM = Metra Corporate Quality Manual  
(2) QMS = Federal Transit Administration (FTA) Quality Management System Guidelines FTA-PA-27-5194-12.1 (2012 Update).

**ACRONYMS**

CCQMP	Construction Contractor Quality Management Plan
CDQMP	Consultant Design Quality Management Plan
CMQMP	Construction Management
CQM	Metra's Corporate Quality Manual
CM	Construction Management Consultant
CMR	Change Modification Report
CMod	Contract Modification
CO	Change Order
DBE	Disadvantage Business Enterprise
DIRECTOR	Metra Director, e.g. Construction, Design, Signal etc.
DOT	United States Department of Transportation
DWG OR DWGS	Drawing or Drawings
FTA	Federal Transit Administration
IDOT	Illinois Department of Transportation
IFB	Invitation for Bid
IGA	Intergovernmental Agreement
ITEM	Material, equipment, work, service etc. activity during design, construction, installation, testing, etc.
NCR	Non-conformance Report
N/A	Not Applicable
PE	Project Engineer
PROJECT MANAGER OR PM	Metra Project Manager
CM	Project Management Consultant
PMOC	Project Management Oversight Consultant
QA	Quality Assurance
QC	Quality Control
QA/QC	Quality Assurance/Quality Control
QMP	Quality Management Plan
QMS	Quality Management System
RE	Resident Engineer
RFP	Request for Proposal
RFI	Request for Information
RFIM	Request for Inspection of Materials
ROCC	Record of Contractor Contact
SPEC OR SPECS	Specification or Specifications
T&M	Time and Material
T/M	Transmittal
TPC	Third Party Contract/Contractor, as applicable
TPCQMP	Metra's Third Party Contracts Quality Management Plan

## DEFINITIONS

**Calibration:** Adjusting a measuring instrument to make it accurate. The set of operations which establish, under specified conditions, the relationship between values indicated by a measuring instrument or measuring system and the corresponding values of a quantity realized by a reference standard.

**Controlled Document:** A document, for which the initial issue and the subsequent revisions are controlled by the issuing department utilizing the revision number and/or issue date, distribution location, and distribution per approved procedures.

**Corrective Action:** Action taken to address and correct a detected deficiency, nonconformance or other undesirable situation.

**Designer:** The organization responsible for design. This could be Metra itself, and/or a consultant or contractor providing architectural/engineering design services.

**Design Input:** Design objectives, typically provided in the form of product performance specifications, product descriptions with specifications relating to configuration, composition, incorporated elements and other design features.

**Design Output:** The end result of the design activity, such as drawings, specifications, instructions, computer programs or other software or servicing procedures.

**Flowchart:** A graphical representation of the steps in a process. Flowcharts are developed to illustrate a process.

**Force Account:** Metra's in-house work force which includes management, engineering and mechanical department forces

**Hold Point:** A hold point is a documented point in a series of events or a process where work activities stop and notifications are made for the necessary inspection/verification of completed work.

**Inspection:** Activities such as measuring, examining, testing, gauging one or more characteristics of a product or service and comparing these with specified requirements to determine conformity.

**Intergovernmental Agreement:** An agreement between Metra and another governmental body for completion or performance of a defined project, product, service, etc.

**Item:** Material, equipment, work, service etc. activity during design, construction, installation, testing, etc.

## Metra Corporate Quality Manual

**Management:** Metra organization responsible for managing the project. Also, the management group of any consultant or contractor contractually involved in the completion of Metra capital projects.

**Nonconformance:** A deviation from or noncompliance with the requirements of the contract, design, specifications, plans, procedures, instructions, etc.

**Objective Evidence:** Documentation, records or statements of fact pertaining to the quality of an item or service or to the existence and implementation of a quality system element, which is based on observation, measurement or test and can be verified.

**Procedure:** Documented steps in a process that describe how the process is to be performed.

**Process Control:** A methodology within a process intended to ensure the output of the process conforms to specifications.

**Purchaser:** Metra or other Third Party Contractor's organization responsible for specifying, contracting, and accepting requirements for goods or services.

**Project Deliverables:** Includes the electronic and/or hard copy documents identified in the scope of work and the contractual documents; e.g. RFP, IFB, drawings, specifications. Some of the deliverables may be reports, completed logs, forms, checklists, warranties and guarantees, certificate of conformance, quality records, equipment, spare parts, operating, maintenance, training, and users manuals, submittals, as-builts, recall notices, etc.

**Quality Assurance (QA):** All those planned and systematic actions necessary to provide adequate confidence that a product or service will satisfy given requirements for quality. It is also referred to as the quality of the process. QA emphasizes actions at a management level that directly improve the chances that QC actions will result in a product or service that meets requirements.

**Quality Plan:** A document which outlines the specific quality practices, resources and sequence of activities relevant to a particular product, service, contract or project.

**Quality Audit:** A systematic and independent review to determine whether quality activities and related results comply with planned arrangements. The audit also determines whether these arrangements are implemented effectively and are suitable to achieve objectives.

**Quality Control (QC):** The operational techniques that are used to assure that the **product or service** meets requirements and that the work meets the product or service goals. Generally, QC refers to the act of taking measurements, testing, and inspecting a process or product to assure that it meets specifications.

## Metra Corporate Quality Manual

**Quality Management System:** A formalized system that documents the structure, responsibilities, and procedures required to achieve effective quality management.

**Quality Oversight:** (or Quality Surveillance): Oversight can be identified as watchful care or general supervision. Quality oversight can range from an informal process of keeping in touch with the QA organization to a second layer of QA activities, depending upon the circumstances. Quality oversight varies the execution of the Quality Program. Quality surveillance generally refers to the same actions included in quality oversight.

**Quality Procedures:** Written instructions for implementing various components of the Quality Management System. Procedures should identify what is to be done, who should do it, and how, where, and when it should be done.

**Quality Records:** Records that provide objective evidence demonstrating that a quality requirement has been met or how well a quality process is performing.

**Root Cause:** A factor that caused a nonconformance and should be permanently eliminated through process improvement.

**Root Cause Analysis:** Methodology for determination of the root cause of a nonconformance.

**Specifications:** The documents that prescribe the requirements with which the product or service has to conform. Note: A specification would refer to or include drawings, patterns or other relevant documents and should also indicate the means and criteria whereby conformity can be checked.

**Subcontractor or Subconsultant:** Any organization supplying services or products under contract to a contractor or consultant. The subcontractor/subconsultant would not contract directly with Metra, but with a contractor/consultant or another subcontractor/subconsultant.

**Surveillance:** The continual monitoring of a process; a type of periodic assessment or audit conducted to determine whether a process continues to perform to a predetermined standard.

**Third Party Contracts or Third Party Contractors/Consultants:** Any organization supplying services or products under contract with Metra, which includes design consultants, construction contractors, construction management consultants, project management consultants, purchasers, suppliers or vendors, subcontractors or subconsultants, fixed facility railroads and municipalities.

**Traceability:** The ability to trace the history, application or location of an item or activity by means of recorded identification.

## Metra Corporate Quality Manual

**User Department:** The Metra departments involved in the completion of capital projects, e.g. Mechanical, Procurement, Design Engineering, Construction Engineering, Communication Engineering, Electrical Engineering, Station and Parking Design, Signal Engineering, Force Account, etc.

**Verification:** Reviewing, inspecting, testing, checking, auditing, or otherwise establishing and documenting whether items, processes, or services, or documents conform to specified requirements.

## Metra Corporate Quality Manual

### REFERENCES

1. Title 49 USC (United States Code) Chapter 53, Section 5325
2. Title 49 USC (United States Code) Chapter 53, Section 5327
3. 49 CFR (Code of Federal Regulations) Part 633, Subpart C, Section 633.25
4. Federal Transit Administration (FTA), Quality Management System Guidelines, FTA-PA-27-5194-12.1 (2012 Update).  
[http://www.fta.dot.gov/FINAL\\_FTA\\_QMS\\_Guidelines\\_December\\_2012.pdf](http://www.fta.dot.gov/FINAL_FTA_QMS_Guidelines_December_2012.pdf)
5. FTA, Project and Construction Management Guidelines (July 2011).
6. FTA, Construction Project Management Handbook (March 2012).
7. FTA, Third Party Contracting Guidance Circular #4220.1F, Revision 4 (March 18, 2013).
8. FTA, Master Agreement (October 1, 2013).  
<http://www.fta.dot.gov/documents/20-Master.pdf>
9. Metra Corporate Quality Manual, Revision 01 (2015).
10. Engineering Department Quality Management Plan, Revision 2 (August 2007).<sup>(1)</sup>
11. Metra's Administrative Operating Procedures, Revision (Several).
12. Mechanical Department Quality Control Plan, Revision 04 (March 2007).<sup>(1)</sup>
13. Metra Consultant Design Quality Management Plan, Revision 00 (April 19, 2010).<sup>(2)</sup>
14. Metra Contractor Construction Quality Management Plan, Revision 00 (August 18, 2010).<sup>(2)</sup>
15. Metra Construction Management Quality Management Plan, Revision 00 (November 12, 2010).<sup>(2)</sup>

#### Foot Notes

- (1) The existing document is under revision or a new document is in development.
- (2) The existing Consultant Design Quality Management Plan (CDQMP), Construction Management Quality Management Plan (CMQMP) and Contractor Construction Quality Management Plan (CCQMP) are being revised and combined into one consolidated plan named the Third Party Contracts Quality Management Plan (TPCQMP).

## Metra Corporate Quality Manual

### INTRODUCTION

Metra's Corporate Quality Manual (CQM) incorporates the required fifteen elements of a quality program which are listed in the U. S. Department of Transportation (Federal Transit Administration), Quality Management System Guidelines, FTA-PA-27-5194-12.1 (2012 Update).

It is the responsibility of Metra, its User Departments and Third Party Contractors to incorporate the applicable elements of a quality program listed in the Federal Transit Administration (FTA) Quality Management System (QMS) Guidelines, as well as the quality requirements listed in the CQM, and industry standards, as applicable, into their Quality Management Plan (QMP) and Project Management Plan (PMP), per contractual agreements, etc. as appropriate.

Metra should issue the appropriate Third Party Contractor/Consultant QMP as part of the Request for Proposal and Information for Bid contractual documents for implementation of the CQM and the FTA QMS Guidelines in completion of capital projects by Third Party Contractors/Consultants. This document should state how Third Party Contractors/Consultants will manage, control, and document their work in accordance with the CQM and the FTA QMS Guidelines. The respective Third Party Contractor/Consultant QMP should address the documentation Metra expects from Third Party Contractors and their subcontractors to ensure such documentation meet the CQM and the FTA QMS Guidelines. In addition, the Metra User Departments should have appropriate procedures and instructions incorporating the applicable elements of the FTA's QMS Guidelines and the CQM. These procedures and instructions should define the roles and responsibilities of Metra personnel in the implementation of the FTA's QMS Guidelines and the CQM, in management of the Third Party Contracts and/or completion of capital projects in-house, as appropriate.

The Metra CQM is arranged into fifteen sections each corresponding to one of the fifteen elements of the FTA QMS Guidelines. The quality assurance requirements listed in the Metra CQM apply to all capital projects.



## Metra Corporate Quality Manual

### 1.0 MANAGEMENT RESPONSIBILITY

#### 1.1 PURPOSE

- 1.1.1 This section provides Metra's commitment to quality, functional responsibilities and level of authority, organizational structure, direction, and implementation of the quality assurance program for activities affecting quality.
- 1.1.2 It is Metra's policy that all capital projects be planned and completed with an effective quality management program (in accordance with the FTA QMS Guidelines and the Metra CQM), with defined objectives and quality goals specified quality related activities, and assigned responsibilities to ensure that the quality objectives are met.
- 1.1.3 Metra may retain the services of a Project Management Consultant/ Construction Management Consultant / Project Administration Consultant to be the eyes and the ears of Metra and to undertake the Quality Assurance (QA) role for a project. In an effort to have the assurance that the project quality objectives are satisfied, Metra should provide oversight of the quality process to assure that it functions effectively (i.e. Metra maintains QA oversight responsibility). The contractual documents should clearly define the quality assurance and quality control responsibilities.

#### 1.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 1.3 AUTHORITY / RESPONSIBILITIES

- 1.3.1 The Senior Director, Grant Management & Accounting (GMA) has the responsibility and authority to ensure that the Corporate Quality Manual is issued, implemented and maintained.
- 1.3.2 The Director, Corporate Quality Assurance is independent and reports to the Senior Director, Grant Management & Accounting. The Director, Corporate Quality Assurance provides the corporate quality assurance oversight at Metra and is responsible for and has the authority and independence to:
  - 1.3.2.1 Assist User Departments in developing Project and Quality Management Plans and appropriate implementing procedures, as requested.



## Metra Corporate Quality Manual

### 1.0 MANAGEMENT RESPONSIBILITY

- 1.3.2.2 Develop GMA quality assurance procedures and review User Departments' implementation quality procedures.
  - 1.3.2.3 Verify the implementation of the Metra Corporate Quality Manual in accordance with approved procedures, instructions, and established requirements.
  - 1.3.2.4 Conduct quality assurance audits and/or surveillances to verify status as well as overall implementation and effectiveness of the Metra Corporate Quality Manual.
  - 1.3.2.5 Conduct quality assurance audits of work performed by User Departments, and third party contractors, as needed to verify compliance with the Metra Corporate Quality Manual and applicable departmental and third party contracts quality plans.
  - 1.3.2.6 When requested, qualify subcontractors' quality assurance programs.
  - 1.3.2.7 Conduct training in quality assurance requirements to GMA's personnel, when needed.
  - 1.3.2.8 Issuance of 'Stop Work' order to suspend any nonconforming activity that violates the Metra Corporate Quality Manual, if the nonconformance is not resolved through the appropriate User Department.
- 1.3.3 The Chief Engineering Officer; Chief Mechanical Officer; Senior Division Director(s); and Directors:
- 1.3.3.1 Have the functional day-to-day authority and responsibility for the implementation of the Metra Corporate Quality Manual.
  - 1.3.3.2 Develop procurement documents, Project Management Plans and Quality Management Plans and implementing procedures to ensure that appropriate quality assurance and quality control measures are included in the scope of the assigned projects for the work performed by Metra and Third Party Contractors, as applicable.
  - 1.3.3.3 Approve the respective Metra User Department implementing procedures except those involved with corporate quality assurance oversight functions.
  - 1.3.3.4 Assist in development of Project Management Plans and Quality Management Plans for Metra and the Third Party Contracts projects under their jurisdiction, when needed.
- 1.3.4 Project Managers, Supervisors, and project support personnel have the responsibility and authority to implement the approved procedures and perform inspections necessary to complete assigned projects, in accordance with the requirements of the Metra Corporate Quality Manual.



## Metra Corporate Quality Manual

### 1.0 MANAGEMENT RESPONSIBILITY

- 1.3.5 The management of the Third Party Contractor performing activities or furnishing materials, equipment, or services for Metra capital projects should also document their commitment to quality and the implementation of the FTA QMS Guidelines.
- 1.3.6 Intergovernmental Agreements (IGA) with the communities should provide appropriate guidelines and Metra's expectations in the implementation of the FTA QMS Guidelines.

#### 1.4 PROGRAM REQUIREMENTS

- 1.4.1 The Metra Corporate Organizational Structure is illustrated in Exhibit 1.4.1. Specific levels of authority and lines of communication are established for activities affecting quality that are fully described in applicable implementing procedures and instructions.
- 1.4.2 The Metra Organizational Structure for the Engineering Department is illustrated in Exhibit 1.4.2.1. The Metra Organizational Structure for Mechanical Department is illustrated in Exhibit 1.4.2.2.  
Persons responsible for ensuring and verifying that activities affecting quality have been correctly implemented shall have sufficient authority, access to work areas, organizational freedom and independence to perform duties including but not limited to:
  - 1.4.2.1 Identifying quality problems.
  - 1.4.2.2 Initiating, recommending, and/or providing solutions to quality concerns.
  - 1.4.2.3 Verifying implementation of solutions.
  - 1.4.2.4 Ensuring that further processing, testing, delivery, installation, or use is controlled until a nonconformance, deficiency, or unsatisfactory condition has been rectified.
- 1.4.3 Quality assurance personnel shall be independent of the pressures of production and of cost and schedule considerations in quality decisions and shall have direct access to responsible management at a level where appropriate action may be taken.

#### 1.5 PROGRAM IMPLEMENTATION

- 1.5.4 The responsibilities for management of technical work, interfaces, and quality assurance/quality control requirements should be identified in the applicable Project Management Plans, Quality Management Plans, departmental procedures, etc.



## Metra Corporate Quality Manual

### 1.0 MANAGEMENT RESPONSIBILITY

- 1.5.5 The responsibility for identification of project deliverables including the project records by the Third Party Contracts resides with the User Department.

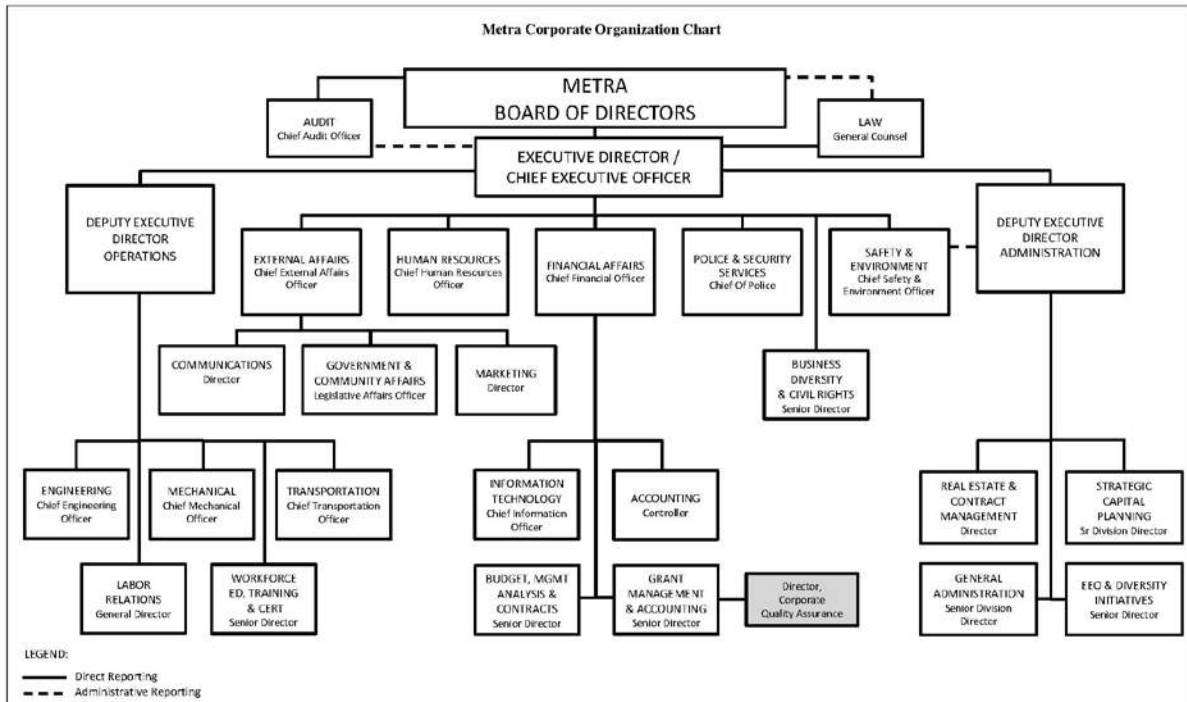


## Metra Corporate Quality Manual

# 1.0 MANAGEMENT RESPONSIBILITY

### Exhibit 1.4.1

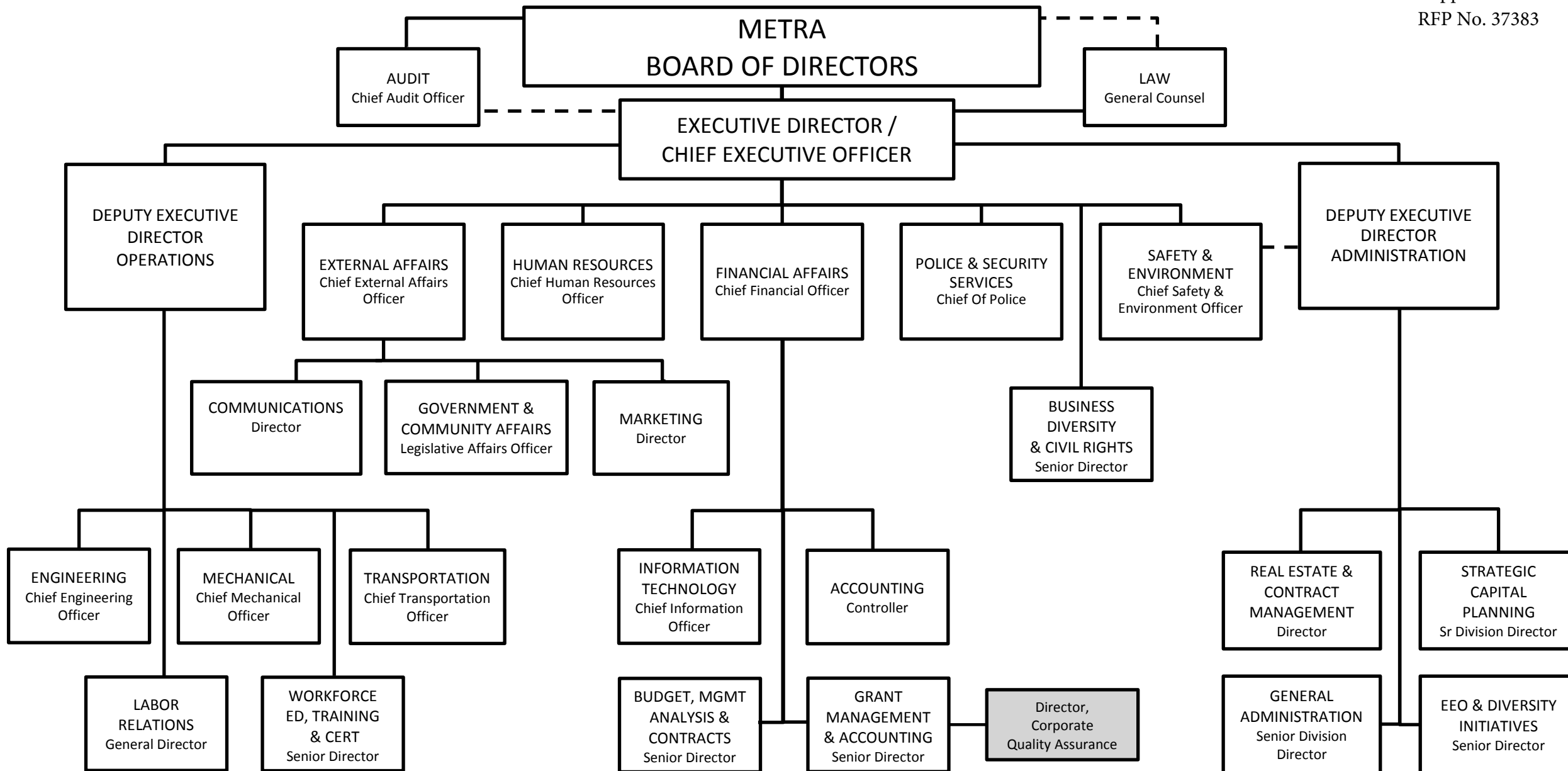
### Corporate Organization Structure



Note: See enclosure on next page.

# Metra Corporate Organization Chart

Appendix D  
RFP No. 37383



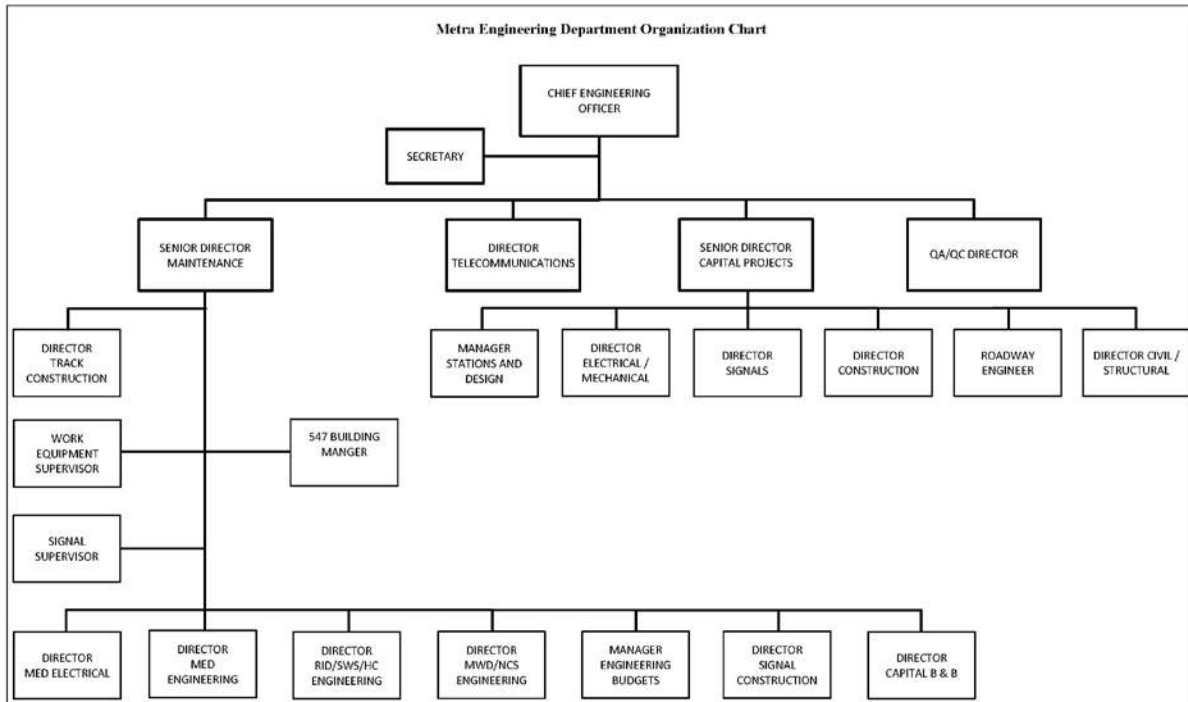
LEGEND:  
 — Direct Reporting  
 - - - Administrative Reporting

## Metra Corporate Quality Manual

# 1.0 MANAGEMENT RESPONSIBILITY

### Exhibit 1.4.2.1

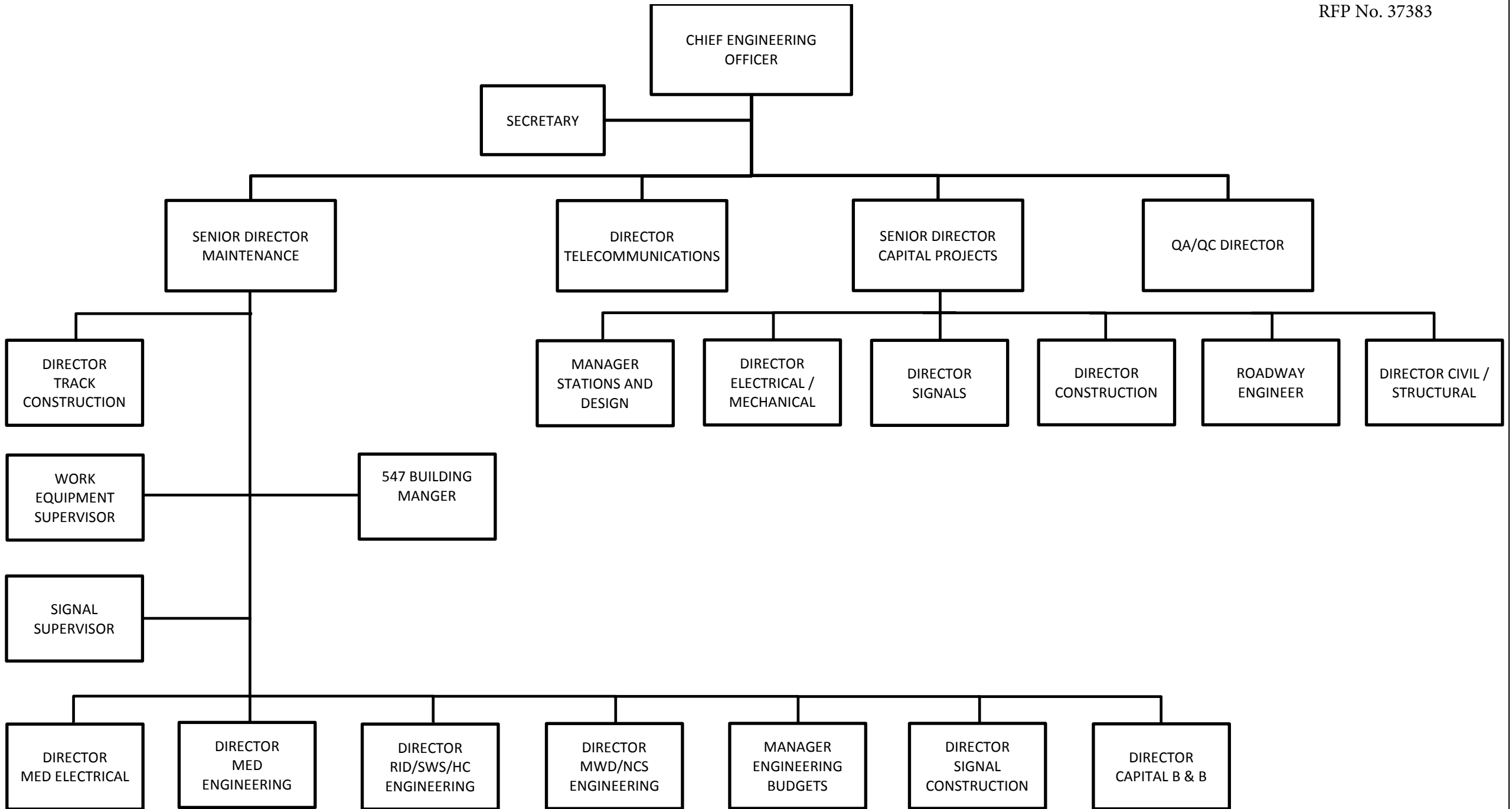
### Engineering Department Organization Structure



Note: See enclosure on next page.

# Metra Engineering Department Organization Chart

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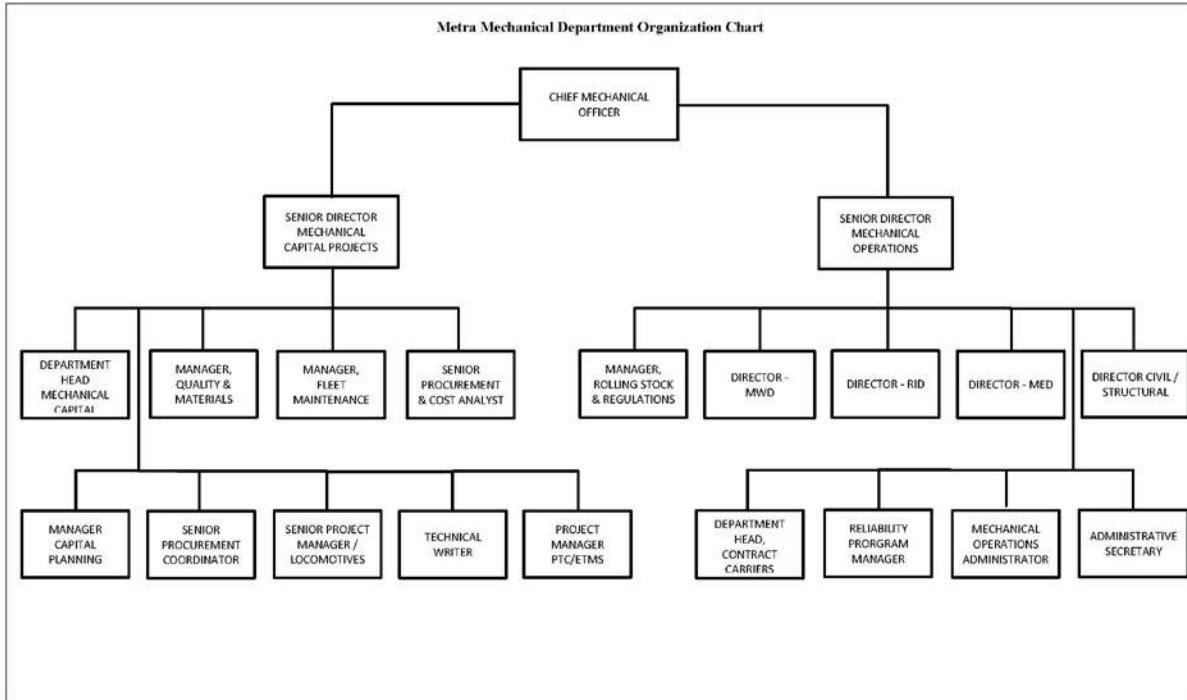


## Metra Corporate Quality Manual

# 1.0 MANAGEMENT RESPONSIBILITY

### Exhibit 1.4.2.2

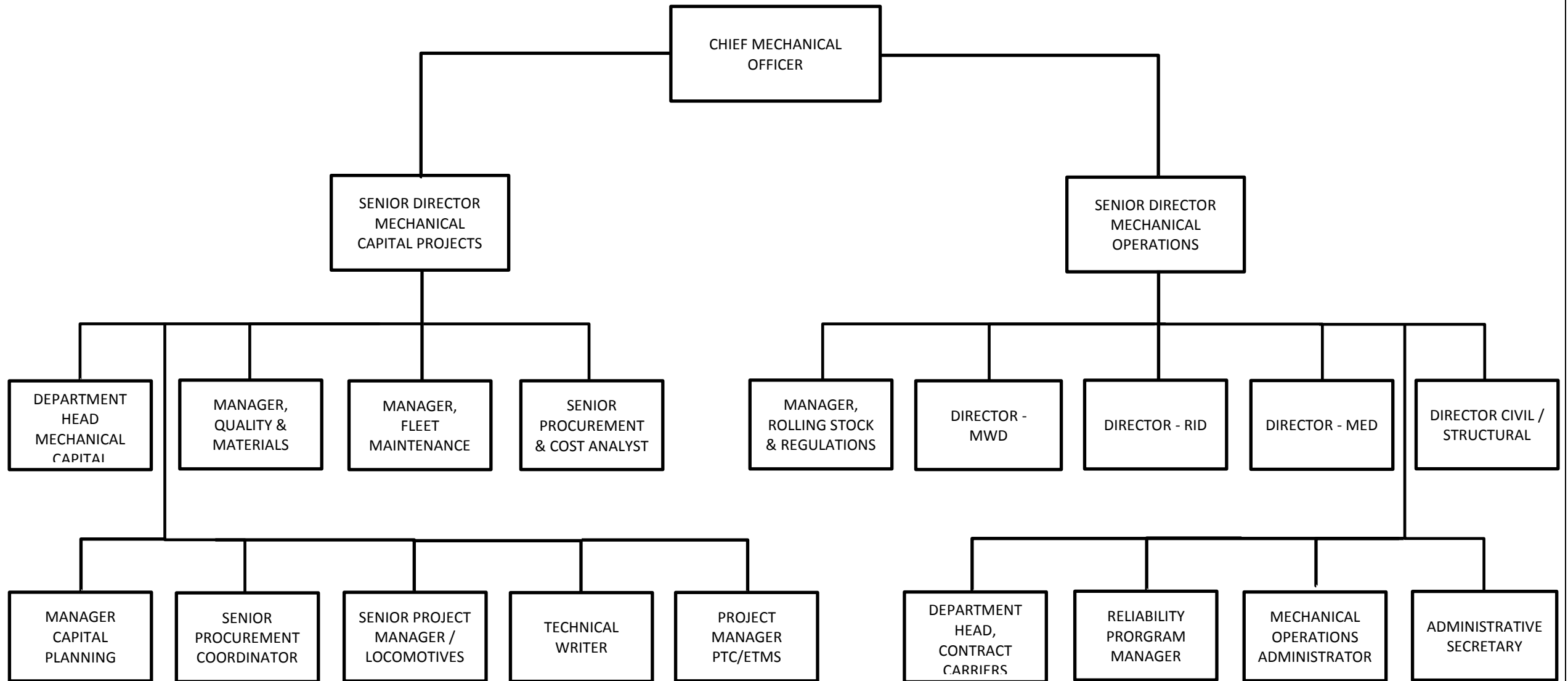
### Mechanical Department Organization Structure



Note: See enclosure on next page.

# Metra Mechanical Department Organization Chart

Appendix D  
RFP No. 37383



## Metra Corporate Quality Manual

### 2.0 DOCUMENTED QUALITY SYSTEM

#### 2.1 PURPOSE

This section identifies the documented quality system program provisions and program applications associated with the Corporate Quality Manual (CQM). This section also covers the periodic review of the Metra CQM for continuous maintenance of the manual.

#### 2.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 2.3 AUTHORITY / RESPONSIBILITIES

- 2.3.1 The Senior Director, Grant Management and Accounting should issue, maintain, and approve the initial issuance of the Metra CQM and any subsequent revisions.
- 2.3.2 The Director, Corporate Quality Assurance is responsible for verifying implementation of the documented quality system.
- 2.3.3 The User Department is responsible to implement the requirements of this section.
- 2.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects should also be responsible for implementing a documented quality system.

#### 2.4 PROGRAM REQUIREMENTS

- 2.4.1 The CQM establishes the basic policies and specifies the objectives and the requirements for the procedures to be implemented by Metra and Third Party Contractors to:
  - 2.4.1.1 Comply with the applicable requirements of the Federal Transit Administration Quality Management System Guidelines.
  - 2.4.1.2 Comply with other regulatory and special contractual requirements imposed by Metra.

## Metra Corporate Quality Manual

### 2.0 DOCUMENTED QUALITY SYSTEM

- 2.4.2 The CQM requires activities affecting quality to be accomplished in accordance with a project management plan, quality management plan, and other detailed approved procedures or instructions, as necessary.
- 2.4.3 Metra User Departments and Third Party Contractors should develop procedures and/or instructions for the management responsibility, documented quality system; design analysis; document control; purchasing; product identification and traceability; process control; control of measuring and test equipment; inspection and testing ; disposition of nonconforming conditions; corrective action; maintenance of quality records; quality audits; and training, as applicable.
- 2.4.4 Quality assurance and quality control should include appropriate processes for the verification of those physical characteristics of material, structure, component, or equipment which provide a means to control the quality of the material, structure, component, or equipment to pre-determined requirements.

### 2.5 PROGRAM IMPLEMENTATION

- 2.5.1 The Corporate Quality Manual and the User Department procedures should be applied to project activities affecting quality related to design, materials procurement, manufacturing, maintenance project management and construction activities.
- 2.5.2 The User Department procedures or instructions should generally include the following, as applicable:
  - 2.5.2.1 Purpose/Objective of the document.
  - 2.5.2.2 Scope of the document.
  - 2.5.2.3 Responsibilities for performing specific activities.
  - 2.5.2.4 Definitions and Acronyms for terms used in the document.
  - 2.5.2.5 Instructions to describe actions such as sequence of operations or the specific methodologies used (including quantitative and qualitative criteria) to ensure that specific activities and actions have been performed satisfactorily.
  - 2.5.2.6 Interrelated procedures or instructions.
  - 2.5.2.7 Reference documents or information necessary to perform the activities.
  - 2.5.2.8 Quality records requirements.
  - 2.5.2.9 Please note that the topics may differ as long as they provide similar basic information.
  - 2.5.2.10 Exhibit 2.5.2 illustrates an example format for a procedure which includes an approval page, revision history and an outline for the sections of a procedure.



## Metra Corporate Quality Manual

### 2.0 DOCUMENTED QUALITY SYSTEM

2.5.3 Exhibit 2.5.3.1 and Exhibit 2.5.3.2 provide a matrix showing the FTA Quality Management System elements and how and where they apply to Metra capital projects organizational structure.

#### 2.6 PROGRAM REVISIONS

2.6.1 Any employee of Metra may propose or request a revision to the Metra Corporate Quality Manual by forwarding the proposed revisions to the Director, Quality Assurance. The revision requests should be thoroughly evaluated prior to incorporation into the revised Metra Corporate Quality Manual.

2.6.2 The changes to the revised Metra's Corporate Quality Manual should be processed and documented in the same manner as the initial issue.

#### 2.7 CONTROL, ISSUE, DISTRIBUTION, STORAGE AND DISPOSITION OF METRA CORPORATE QUALITY MANUAL

2.7.1 The initial issuance of the approved Metra Corporate Quality Manual and subsequent revisions should be issued as controlled documents.

2.7.2 The 'Uncontrolled' or 'For Information Only' copies of the Metra Corporate Quality Manual may be issued to Metra personnel or departments or regulatory agencies only when specifically approved by the Senior Director, Grant Management and Accounting.

2.7.3 Historical copies of the revised Metra Corporate Quality Manual should be maintained as 'Permanent' quality assurance records.

#### 2.8 MANAGEMENT REVIEW

2.8.1 The Metra Corporate Quality Manual is reviewed by Metra's management as necessary but at least once every three years to ensure that the Corporate Quality Manual is effectively implemented and maintained. The review focuses on Metra's capital projects' quality issues, internal and external audit results, and overall evaluation of the Corporate Quality Manual to determine the adequacy of the quality program and its implementation.

## Metra Corporate Quality Manual

### **2.0 DOCUMENTED QUALITY SYSTEM**

- 2.8.2 The management review is conducted and managed by the Director, Quality Assurance.
- 2.8.3 The review is conducted under the direction of the Senior Director, Grant Management and Accounting. The review consists of a meeting with the; Senior Director, Grant Management & Accounting; Senior Division Director, General Administration; Director, Quality Assurance; Chief Engineering Officer; Chief Mechanical Officer; and/or other responsible members of management, as appropriate.
- 2.8.4 The results of the review and any action items identified during the review are documented and tracked until completion is verified.






## Metra Corporate Quality Manual

### 2.0 DOCUMENTED QUALITY SYSTEM

#### Exhibit 2.5.2 (continued)

#### Example Procedure Format



User Department Quality Management Plan

<b>PROCEDURE TITLE: PROCEDURE TEMPLATE</b>
User Department QMP Procedure # QMP-001

**1.0 PURPOSE**

1.1 State/define the reason for issuing the procedure.

**2.0 SCOPE**

2.1 State/define the parameters to which this procedure includes and applies to, e.g., the who, what, where and why [this procedure applies to].

**3.0 RESPONSIBILITY AND AUTHORITY (Descriptions of responsibilities as required)**

3.1 The Chief Engineering Officer, Chief Mechanical Officer, Senior Director, etc. has the primary responsibility and authority for

3.1.1 Ensuring the implementation of this procedure within the User Department.

3.2 User Department Director has the primary responsibility and authority for

3.3 Position Title has the primary responsibility and authority for

3.4 Quality Assurance/Control personnel have the primary responsibility and authority for

**4.0 PROCEDURE/PROCESS/INSTRUCTIONS**

4.1 Define who, what, when, where and how the task or function is completed.

4.2 Coordinate with the User Department quality personnel for the appropriate document identification number for all new forms and procedures.

**5.0 SPECIAL CONDITIONS ALTERNATE PROCESS**

5.1 Define who, what, when, where, how and why of alternate procedure.

**6.0 REFERENCES**

6.1 Pertains to all documentation related to a procedure (forms, procedures, manuals, etc.).

**7.0 QUALITY RECORDS / RELATED DOCUMENTATION**

7.1 List all documentation related to the procedure (forms, procedures, manuals, etc.).

**8.0 DEFINITIONS**

8.1 Define procedure words or verbiage not commonly used outside of the User Department.

**9.0 ACRONYMS**

9.1 List all acronyms used in the written procedure

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Revision # \_\_\_\_\_ Page # \_\_\_\_\_ Issue Date \_\_\_\_



## Metra Corporate Quality Manual

# 2.0 DOCUMENTED QUALITY SYSTEM

### Exhibit 2.5.3.1

### Metra Engineering Department Capital Projects Organizational Structure/Activities

Metra Corporate, Engineering and Third Party Contracts Implementation of the Federal Transit Administration (FTA) Quality Management System (QMS) Guidelines  
FTA-PA-27-5194-12.1 (2012 Update)  
Metra Projects Organizational Structure/Entities/Activities

QA/QC Activity by Metra Corporate Engineering and Third Party Contractor (TPC) Personnel	Capital Projects Activities											
	Third Party Contracts						Force Account					
	Design Consultants includes Station & Parking Design	Construction Management Consultant	Construction Contractor	Project Management Consultant - Signal	Materials Suppliers - Signal	Positive Train Control Project Third Party Contracts	Metra Force Account Design (ADA, Civil, Signal, Stations & Parking)	Metra Force Account Construction Management	Metra Force Account Construction	Metra Force Account Maintenance	TPC Project Management by Engineering	Positive Train Control Project Metra Force Account
Q. A. Corporate Oversight <sup>(1)</sup>	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ
Q. A. Activities by TPC <sup>(2)</sup>	TPC	TPC	TPC	TPC	TPC	TPC	DOE	DOE	DOE	DOE	DOE	DOE
Q. C. Activities by TPC <sup>(2)</sup>	TPC	TPC	TPC	TPC	TPC	TPC						
Q. C. Activities by Engineering <sup>(3)</sup>	PME	PME	PME	PME	PME	PME	PME	PME	PME	PME	PME	PME
FTA QMS Elements	FTA QMS Element Applicability to Capital Project Activities <sup>(3)</sup>											
2.2.1 Management Responsibility	X	X	X	X	X	X	X	X	X	X	X	X
2.2.2 Documented Quality Systems	X	X	X	X	X	X	X	X	X	X	X	X
2.2.3 Design Control	X	X	X	X	X	X	X	X	X	X	X	X
2.2.4 Document Control	X	X	X	X	X	X	X	X	X	X	X	X
2.2.5 Purchasing	X	X	X	X	X	X	X	X	X	X	X	X
2.2.6 Product ID and Traceability		X	X	X	X	X		X	X	X	X	X
2.2.7 Process Control		X	X	X	X	X		X	X	X	X	X
2.2.8 Inspection and Testing		X	X	X	X	X		X	X	X	X	X
2.2.9 Inspection, Measuring, & Test Equipment		X	X	X	X	X		X	X	X	X	X
2.2.10 Inspection and Test Status		X	X	X	X	X		X	X	X	X	X
2.2.11 Nonconformance	X	X	X	X	X	X	X	X	X	X	X	X
2.2.12 Corrective Action	X	X	X	X	X	X	X	X	X	X	X	X
2.2.13 Quality Records	X	X	X	X	X	X	X	X	X	X	X	X
2.2.14 Quality Audits	X	X	X	X	X	X	X	X	X	X	X	X
2.2.15 Training	X	X	X	X	X	X	X	X	X	X	X	X

**Notes:**  
1. Grant Management and Accounting (GMA) is responsible for providing the corporate QA oversight per approved procedures (e.g. GMA Quality Assurance Procedures Manual (QAPM)).  
2. The QA/QC activities required by Third Party Contractors and Metra Force Account should be conducted in accordance with approved procedures/instructions, which meet the FTA QMS Guidelines and the railroad industry standards for capital projects.  
3. Exceptions to the Capital Project Activities FTA QMS Element applicability may be necessary and will be addressed as needed.

**Legend:**  
GMA = Grant Management and Accounting      QA = Quality Assurance      PME = Project Manager - Engineering  
FTA = Federal Transit Administration      QC = Quality Control  
QMS = Quality Management System      TPC = Third Party Contractor  
DCQ = Director, Corporate Quality Assurance      DOE = QA/QC Director - Engineering

Third Party Contracts Projects  
 Metra Force Account Projects

Note: See enclosure on next page.

Metra Corporate, Engineering and Third Party Contracts Implementation of the Federal Transit Administration (FTA) Quality Management System (QMS) Guidelines  
FTA-PA-27-5194-12.1 (2012 Update)

Metra Projects Organizational Structure/Entities/Activities

Capital Projects Activities														
QA/QC Activity by Metra Corporate, Engineering and Third Party Contractor (TPC) Personnel	Third Party Contracts						Force Account							
	Design Consultants includes Station & Parking Design	Construction Management Consultant	Construction Contractor	Project Management Consultant - Signal	Materials Suppliers - Signal	Positive Train Control Project Third Party Contracts	Metra Force Account Design (ADA, Civil, Signal, Stations & Parking)	Metra Force Account Construction Management	Metra Force Account Construction	Metra Force Account Maintenance	TPC Project Management by Engineering	Positive Train Control Project Metra Force Account		
Q. A. Corporate Oversight <sup>(1)</sup>	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	
Q. A. Activities by TPC <sup>(2)</sup>	TPC	TPC	TPC	TPC	TPC	TPC								
Q. A. Activities by Engineering <sup>(2)</sup>							DQE	DQE	DQE	DQE	DQE	DQE	DQE	
Q. C. Activities by TPC <sup>(2)</sup>	TPC	TPC	TPC	TPC	TPC	TPC								
Q. C. Activities by Engineering <sup>(2)</sup>	PME	PME	PME	PME	PME	PME	PME	PME	PME	PME	PME	PME	PME	
FTA QMS Elements	FTA QMS Element Applicability to Capital Project Activities <sup>(3)</sup>													
2.2.1	Management Responsibility	X	X	X	X	X	X	X	X	X	X	X	X	X
2.2.2	Documented Quality System	X	X	X	X	X	X	X	X	X	X	X	X	X
2.2.3	Design Control	X	X	X	X		X	X	X	X			X	X
2.2.4	Document Control	X	X	X	X	X	X	X	X	X	X	X	X	X
2.2.5	Purchasing	X	X	X	X	X	X	X	X	X	X	X	X	X
2.2.6	Product ID and Traceability		X	X	X	X	X		X	X	X	X		X
2.2.7	Process Control		X	X	X	X	X		X	X	X	X		X
2.2.8	Inspection and Testing		X	X	X	X	X		X	X	X	X		X
2.2.9	Inspection, Measuring, & Test Equipment		X	X	X	X	X		X	X	X	X		X
2.2.10	Inspection and Test Status		X	X	X	X	X		X	X	X	X		X
2.2.11	Nonconformance	X	X	X	X	X	X	X	X	X	X	X	X	X
2.2.12	Corrective Action	X	X	X	X	X	X	X	X	X	X	X	X	X
2.2.13	Quality Records	X	X	X	X	X	X	X	X	X	X	X	X	X
2.2.14	Quality Audits	X	X	X	X	X	X	X	X	X	X	X	X	X
2.2.15	Training	X	X	X	X	X	X	X	X	X	X	X	X	X


Notes:

- Grant Management and Accounting (GMA) is responsible for providing the corporate QA oversight per approved procedures (e.g. GMA Quality Assurance Procedures Manual (QAPM)).
- The QA/QC activities required by Third Party Contractors and Metra Force Account should be conducted in accordance with approved procedures/instructions, which meet the FTA QMS Guidelines and the railroad industry standards for capital projects.
- Exceptions to the Capital Project Activities FTA QMS Element applicability may be necessary and will be addressed as needed.

Legend:

GMA = Grant Management and Accounting  
FTA = Federal Transit Administration  
QMS = Quality Management System  
DCQ = Director, Corporate Quality Assurance

QA = Quality Assurance  
QC = Quality Control  
TPC = Third Party Contractor  
DQE = QA/QC Director - Engineering  
PME = Project Manager - Engineering

 Third Party Contracts Projects  
 Metra Force Account Projects

## Metra Corporate Quality Manual

# 2.0 DOCUMENTED QUALITY SYSTEM

### Exhibit 2.5.3.2

### Metra Mechanical Department Capital Projects Organizational Structure/Activities

Metra Corporate, Mechanical and Third Party Contracts Implementation of the Federal Transit Administration (FTA) Quality Management System (QMS) Guidelines  
FTA-PA-27-5194-12.1 (2012 Update)

QA/QC Activity by Metra Corporate, Mechanical and Third Party Contractor (TPC) Personnel	Third Party Contracts			Capital Project Activities			
	Rolling Stock Contractor (RSC)	Project Management Consultant (PMC)	Positive Train Control Project Third Party Contracts	Metra Force Account Management	Metra Force Account Construction	Metra Force Account Maintenance	Positive Train Control Project Metra Force Account
Q. A. Corporate Oversight <sup>(1)</sup>	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ
Q. A. Activities by TPC <sup>(2)</sup>	TPC	TPC	TPC				
Q. C. Activities by TPC <sup>(2)</sup>	TPC	TPC	TPC				
Q. C. Activities by Mechanical <sup>(2)</sup>	(OCM)(PMM)	(OCM)(PMM)	(OCM)(PMM)	(OCM)(PMM)	(OCM)(PMM)	(OCM)(RR)	(OCM)(PMM)
<b>FTA QMS Elements</b>							
	<b>FTA QMS Element Applicability to Capital Project Activities</b>						
2.2.1 Management Responsibility	X	X	X	X	X	X	X
2.2.2 Documented Quality System	X	X	X	X	X	X	X
2.2.3 Design Control	X	X	X	X	X	X	X
2.2.4 Document Control	X	X	X	X	X	X	X
2.2.5 Purchasing	X	X	X	X	X	X	X
2.2.6 Product ID and Traceability	X	X	X	X	X	X	X
2.2.7 Process Control	X	X	X	X	X	X	X
2.2.8 Inspection and Testing	X	X	X	X	X	X	X
2.2.9 Inspection, Measuring, & Test Equipment	X	X	X	X	X	X	X
2.2.10 Inspection and Test Status	X	X	X	X	X	X	X
2.2.11 Nonconformance	X	X	X	X	X	X	X
2.2.12 Corrective Action	X	X	X	X	X	X	X
2.2.13 Quality Records	X	X	X	X	X	X	X
2.2.14 Quality Audits	X	X	X	X	X	X	X
2.2.15 Training	X	X	X	X	X	X	X
<b>Notes:</b> 1. "Grant Management and Accounting (GMA) is responsible to provide the corporate QA oversight per approved procedures (e.g. GMA Quality Assurance Procedures Manual (QAPM)). 2. The QA/QC activities required by Third Party Contractors and Metra Force Account should be conducted in accordance with approved procedures/instructions, which meet the FTA QMS Guidelines and the railroad industry standards for capital projects. See Mechanical Department Quality Plan for details on implementation.							
<b>Legend:</b> GMA = Grant Management and Accounting      OMS = Quality Management System      Third Party Contracts Projects FTA = Federal Transit Administration      Metra Force Account Projects (OCM) = Quality Control (Mechanical), (PMM) = Project Manager (Mechanical), (RR) = Rolling Stock Rail Inspectors (Mechanical)							

Note: See enclosure on next page.

Metra Corporate, Mechanical and Third Party Contracts Implementation of the Federal Transit Administration (FTA) Quality Management System (QMS) Guidelines  
FTA-PA-27-5194-12.1 (2012 Update)

QA/QC Activity by Metra Corporate, Mechanical and Third Party Contractor (TPC) Personnel	Third Party Contracts			Capital Project Activities			
	Rolling Stock Contractor (RSC)	Project Management Consultant (PMC)	Positive Train Control Project Third Party Contracts	Metra Force Account Management	Metra Force Account Construction	Metra Force Account Maintenance	Positive Train Control Project Metra Force Account
Q. A. Corporate Oversight <sup>(1)</sup>	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ	DCQ
Q. A. Activities by TPC <sup>(2)</sup>	TPC	TPC	TPC				
Q. C. Activities by TPC <sup>(2)</sup>	TPC	TPC	TPC				
Q. C. Activities by Mechanical <sup>(2)</sup>	(QCM)(PMM)	(QCM)(PMM)	(QCM)(PMM)	(QCM)(PMM)	(QCM)(PMM)	(QCM)(RRI)	(QCM)(PMM)
<b>FTA QMS Elements</b>							
	<b>FTA QMS Element Applicability to Capital Project Activities</b>						
2.2.1	Management Responsibility	X	X	X	X	X	X
2.2.2	Documented Quality System	X	X	X	X	X	X
2.2.3	Design Control	X		X	X		X
2.2.4	Document Control	X	X	X	X	X	X
2.2.5	Purchasing	X	X	X	X		X
2.2.6	Product ID and Traceability	X		X	X	X	X
2.2.7	Process Control	X	X	X	X	X	X
2.2.8	Inspection and Testing	X	X	X	X	X	X
2.2.9	Inspection, Measuring, & Test Equipment	X	X	X	X	X	X
2.2.10	Inspection and Test Status	X	X	X	X	X	X
2.2.11	Nonconformance	X	X	X	X	X	X
2.2.12	Corrective Action	X	X	X	X	X	X
2.2.13	Quality Records	X	X	X	X	X	X
2.2.14	Quality Audits	X	X	X	X	X	X
2.2.15	Training	X	X	X	X	X	X

**Notes:**  
 1. "Grant Management and Accounting (GMA) is responsible to provide the corporate QA oversight per" approved procedures (e.g. GMA Quality Assurance Procedures Manual (QAPM)).  
 2. The QA/QC activities required by Third Party Contractors and Metra Force Account should be conducted in accordance with approved procedures/instructions, which meet the FTA QMS Guidelines and the railroad industry standards for capital projects. See Mechanical Department Quality Plan for details on implementation.

**Legend:**  
 GMA = Grant Management and Accounting      QMS = Quality Management System      Third Party Contracts Projects  
 FTA = Federal Transit Administration      Metra Force Account Projects  
 (QCM) = Quality Control (Mechanical), (PMM) = Project Manager (Mechanical), (RRI) = Rolling Stock Rail Inspectors (Mechanical)



## Metra Corporate Quality Manual

### 3.0 DESIGN CONTROL

#### 3.1 PURPOSE

This section establishes requirements and assigns responsibilities to ensure that the design basis and regulatory requirements are correctly translated into the design contract documents. The program ensures that appropriate quality standards are specified and included in the design inputs and that changes or deviations from approved design input or quality standards are identified, documented, approved, and controlled.

#### 3.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities per contractual agreements.

#### 3.3 AUTHORITY / RESPONSIBILITIES

- 3.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Corporate Quality Manual is implemented.
- 3.3.2 The Director, Corporate Quality Assurance is responsible to verify implementation of the design control program.
- 3.3.3 The User Department has the overall responsibility for:
  - 3.3.3.1 Project scoping approvals
  - 3.3.3.2 Design control activities
  - 3.2.3.3 Ensuring the development and implementation of the required Quality Management Plan(s) and detailed QA/QC and project procedures.
  - 3.3.3.4 Implementing the requirements of this section
- 3.3.4 Third Party Contractors and municipalities performing design activities or furnishing materials, equipment, or services for Metra capital projects should also be responsible for all aspects of the design control system.

#### 3.4 PROGRAM REQUIREMENTS

- 3.3.1 The design control activities including design changes and configuration management should include a process for the evaluation, coordination, and approval or disapproval of changes in the configuration of an item after establishment of a configuration baseline.

## Metra Corporate Quality Manual

### 3.0 DESIGN CONTROL

- 3.4.2 The design control measures include identification, review, and documenting the design inputs, design basis, regulatory requirements, and performance objectives.
- 3.4.3 Metra's Third Party Contractors are responsible for developing and implementing a design control program for their scope of work.
- 3.4.4 The User Department QMP should identify the organizational interfaces between various groups producing and commenting on design as well as transmittal, review, and documentation of activities reviewed including the design changes.

### 3.5 PROGRAM IMPLEMENTATION

#### 3.5.1 GENERAL

- 3.5.1.1 Metra furnished design criteria including Metra standards, standard specifications, drawings and/or other design requirements should be appropriately specified as design inputs and correctly translated into the design documents.
- 3.5.1.2 Identification, review, approval, release, distribution, and subsequent revisions to design documents up-to and including final As-Built drawings and specifications should be proceduralized for uniformity and consistency, as appropriate.
- 3.5.1.3 The design control measures should standardize the process for issuing revised drawings to require the same size as the original prints distributed.
- 3.5.1.4 The design control measures should standardize the process for incorporation of changes to ensure the proper responsibility for the revisions.
- 3.5.1.5 Provisions should be made for controlling the design discrepancies, maintenance of quality records, and conducting the quality audits.

#### 3.5.2 DESIGN REVIEW AND VERIFICATION

- 3.5.2.1 The design control measures should be implemented to verify or check the adequacy of the design. These measures include design reviews by the use of alternate calculations, detailed check of calculations, comparison with similar designs and analyses, independent cost estimates, or adequacy of the design should be verified by the performance of a suitable testing program. At a minimum, verifying the design consists of formal review of the design, checking of calculations and analyses, and assessing the results against the original design criteria and functional requirements to confirm that the design intent is achieved.

## Metra Corporate Quality Manual

### 3.0 DESIGN CONTROL

- 3.5.2.2 The verification function should be performed by individuals or groups other than those who performed the original design.
- 3.5.2.3 The design reviews and verification should include review of design for bidability, constructability, operability, and maintainability.
- 3.5.2.4 The design inputs should be identified, reviewed for correct application, and approved on a timely basis as the design progresses. Any ambiguity in the design input requirements should be resolved between the designer and those responsible for developing the requirements.
- 3.5.2.5 The design outputs including drawings and specifications should meet the design inputs and regulatory requirements, as well as Metra Standards
- 3.5.2.6 The changes or deviations from approved design input or quality standards should be identified, documented, and approved by the designer.
- 3.5.2.7 The design review should be performed with the integration of all the design elements into a complete design package, including the work for those of the sub-consultants and Disadvantaged Business Enterprise consultants.

#### 3.5.3 DESIGN CHANGE CONTROL

- 3.5.3.1 Design changes, including field changes, should be governed by the same design control measures as those applied to the original design.
- 3.5.3.2 The design changes should be reviewed and approved by the individual or group that performed the original design whenever possible or, alternatively, at the same level of competency, expertise, and responsibility as the original individual or group.
- 3.5.3.3 Changes to the Quality Management Plan, drawings, specifications, procedures, and instructions should be reviewed and approved, as required
- 3.5.3.4 Procedures should be established for the identification, documentation, review, and approval of all changes and modifications to the design.
- 3.5.3.5 The design change process should include development and incorporation of As-Built drawings and specifications as part of the design documentation at the completion of the construction project. Appropriate procedural controls should be provided for As-Built 'Issued for Construction' or 'Issued for Bid' drawings and specifications. Where the project is completed in parts, efforts should be made for immediate completion of As-Built for the completed portion of work.
- 3.5.3.6 The design documents, including design changes generated and identified as quality records, should be stored and maintained in accordance with records retention requirements.
- 3.5.3.7 The responsibility for changes to the original contractual requirements for project construction documents including drawing and specifications should be established and implemented.

## Metra Corporate Quality Manual

### 3.0 DESIGN CONTROL

#### 3.5.4 CONFIGURATION MANAGEMENT

3.5.4.1 The FTA Project and Construction Management Guidelines as referenced in the FTA Quality Management System Guidelines uses the term “controlling project configuration and changes” to refer to control of design changes, and the related document control. The clarifications provided by the *Project and Construction Management Guidelines* regarding configuration management are listed in Section 3.4.4.1.1 and 3.4.4.1.2.

3.5.4.1.1 Configuration management consists of the evaluation, coordination, and approval or disapproval of changes in the configuration of a component, system, or process after its baseline has been defined.

3.5.4.1.2 In an effective configuration management program, drawings are uniquely numbered and otherwise identified. Specifications follow a standard format and each [section, subsection and] paragraph is identified. Complete drawing lists are established and the total number of drawings, the titles of the drawings, the revision status, and the dates on which the drawings were approved are recorded. Procedures are established and changes to approved drawings or specifications should only be made in accordance with [these approved procedures], e.g. Request for Information (RFI) process. Permanent files are maintained of all contract documents that include historical information relating to all project changes. As the project is implemented, configuration management evolves to include the documentation of the completed improvement in terms of as-built drawings. Configuration management ensures that the correct, approved status of the evolving design is known or is available to all project personnel using that information. If done properly, configuration management ensures that replacement equipment or components capable of meeting the original equipment requirements can be procured at a later date.

## Metra Corporate Quality Manual

### 4.0 DOCUMENT CONTROL

#### 4.1 PURPOSE

Activities affecting quality should be implemented in accordance with documented procedures or instructions. This section establishes requirements and assigns responsibilities for control of documents that specify quality requirements, prescribe activities affecting quality as well as documents resulting from the work and its related activities produced from contractual agreement with Metra to ensure that correct documents are available and being employed. Such documents, including changes, shall be reviewed for adequacy and approved for release by authorized personnel.

#### 4.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 4.3 AUTHORITY / RESPONSIBILITIES

- 4.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Metra Corporate Quality Manual is implemented.
- 4.3.2 The Director, Corporate Quality Assurance is responsible for verifying that activities affecting quality are implemented in accordance with approved and documented procedures and/or instructions.
- 4.3.3 The User Department is responsible for implementing the requirements of this section.
- 4.3.4 Third party contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects have the responsibility for a document control system.

#### 4.4 PROGRAM REQUIREMENTS

- 4.4.1 Documents including specifications and drawings should be controlled to ensure that they are correct and current and that the required applicable documents are available at the location where they are used.
- 4.4.2 Document control measures should provide for the following:

## Metra Corporate Quality Manual

### 4.0 DOCUMENT CONTROL

- 4.4.2.1 Identification of documents to be controlled.
- 4.3.2.2 Identification of personnel, positions, or departments responsible for preparing, reviewing or providing concurrence, approving, and issuing documents.
- 4.4.2.3 Review of documents by authorized personnel for adequacy, completeness, and correctness prior to approval and issuance.
- 4.4.2.4 Approval prior to the commencement of the activity controlled by that document.
- 4.4.2.5 Distribution of latest applicable documents to personnel or work site locations that need them.
- 4.4.2.6 Development, revision, issuance etc. of documents for maintaining consistency.
- 4.4.2.7 Maintaining the history of documents from the initial review/issue/submittal until their final approval.
- 4.4.2.8 Electronic document distribution and management should be managed in the same manner as hard copy distribution and management.
- 4.4.2.9 Control of obsolete documents to prevent their improper use.

### 4.5 PROGRAM IMPLEMENTATION

- 4.5.1 The procedures or instructions for document control should include the following, as applicable:
  - 4.5.1.1 Purpose and scope of the document.
  - 4.5.1.2 Responsibilities for performing specific activities.
  - 4.5.1.3 Definitions and terms used in the document.
  - 4.5.1.4 Instructions to describe actions such as sequence of operations or the specific methodologies used (including quantitative and qualitative criteria) to ensure that specific activities and actions have been performed satisfactorily.
  - 4.5.1.5 Interrelated procedures or instructions.
  - 4.5.1.6 Reference documents or information necessary to perform the activities.
  - 4.5.1.7 Quality records requirements.
  - 4.5.1.8 Attachments, Exhibits, Appendices, Calculation Sheets, Manuals, Flowcharts, etc.
- 4.5.2 Changes to documents should be reviewed/concurred and approved by the same individuals who performed the original review/concurrence and approval, whenever possible. The level of review should be appropriate to the types of revisions made.
- 4.5.3 The review times for documents including but not limited to the drawings, specifications, documents requiring changes to be made to the 'Issued for



## Metra Corporate Quality Manual

### 4.0 DOCUMENT CONTROL

Construction' or 'Issued for Bid' drawings and specifications, shop drawings, submittals, etc. should be established.

- 4.5.4 Review and approval authorities should have access to pertinent project related background data or information upon which to base their review and approval.

## Metra Corporate Quality Manual

### 5.0 PURCHASING

#### 5.1 PURPOSE

This section establishes requirements and assigns responsibilities for the control of procurement (purchasing/contract) documents related to the procurement of products and services for Metra projects. This section also establishes requirements and assigns responsibilities for the control of procured products and services to ensure conformance with the specified procurement requirements.

#### 5.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 5.3 AUTHORITY / RESPONSIBILITIES

5.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Metra Corporate Quality Manual is implemented.

5.3.2 The Director, Corporate Quality Assurance is responsible for:

- 5.3.2.1 Verification of the implementation of the materials management procurement document control program.
- 5.3.2.2 Verification of the implementation of the program to ensure conformance with the specified procurement requirements.

5.3.3 The User Department is responsible for:

- 5.3.3.1 Implementation of the requirements of this section.
- 5.3.3.2 Establishment of the technical and quality requirements of the product and services.
- 5.3.3.3 Receipt of the products and services to the procurement requirements.

5.3.4 The Senior Division Director, General Administration is responsible for:

- 5.3.4.1 Establishment and implementation of procurement documents control program.

## Metra Corporate Quality Manual

### 5.0 PURCHASING

5.3.4.2 Control of procured products and services to ensure conformance with the specified procurement document requirements.

5.3.5 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects have the responsibility to ensure that the procurement documents are managed and that the procured products or services conform to the specified procurement requirements for products or activities under their control.

#### 5.4 PROGRAM REQUIREMENTS - MATERIALS MANAGEMENT PROCUREMENT DOCUMENTS

5.4.1 The procurement document control program should include preparation, review, approval, and processing of procurement documents, e.g., Invitation for Bids, Request for Proposal, Purchase Order, Blanket Purchase Orders, Task Orders, Master Agreements, Contracts, Contract Modifications, Change Orders etc. and revisions to these documents, to ensure that the requirements to procure the products and/or services are properly and adequately specified.

#### 5.5 PROGRAM IMPLEMENTATION - MATERIALS MANAGEMENT PROCUREMENT DOCUMENTS

5.5.1 Procurement documents issued at all levels should include provisions for the following either by reference or including the actual document, as appropriate:

5.5.1.1 Quality Assurance Program - The quality assurance requirements and the elements of the program applicable to the products and/or services.

5.5.1.2 Basic Technical Requirements - Regulatory requirements, design criteria, drawings, specifications, Metra Standards, industrial standards, test and inspection requirements, Part Number, etc.

5.5.1.3 Right of Access - Permission for authorized representatives of Metra to have access to the third party contractor's facilities and records for the purposes of visitation, inspection, surveillance or quality assurance audits.

5.5.1.4 Documentation Requirements - Records to be prepared, submitted with the shipment, maintained or made available for information, review or approval; e.g., drawings; specifications; procedures; part list; inspection and test records; personnel and procedure qualifications; materials, chemical and physical test results, and Safety Data Sheets (SDS) should be identified,



## Metra Corporate Quality Manual

### 5.0 PURCHASING

- referenced, or included. In addition, instructions on record retention and disposition should be provided.
- 5.5.1.5 Subcontractor Procurement - Applicable requirements of the Metra Corporate Quality Manual and the third party contractors should be extended to the Subcontractors/Subconsultants.
  - 5.5.1.6 Scope of Work - A definition of the scope of work should be included, where appropriate.
  - 5.4.1.7 Installation Requirements - Information on erection requirements, parts list, maintenance requirements, operational inspection requirements, if any, should be specified.
  - 5.5.1.8 Identification - Provisions for adequate identification of parts, equipment, or supplies should be included via reference to the contract number, part number, RFIM number, shop drawing, specification, etc. as appropriate.
  - 5.5.1.9 Handling Storage and Shipping - Adequate requirements for handling, storage, cleaning, packaging, and shipping should be specified.
  - 5.5.1.10 Delivery Location - Instructions as to where the products or services are required to be delivered/provided should be identified.
  - 5.5.1.11 Special Instructions - The procurement documents should clearly identify any applicable special instructions, e.g. On-Site Inspection etc.
  - 5.5.1.12 Provisions for Nonconformance - Methods for corrective actions and handling nonconforming parts, equipment, or processes as well as requirements for special inspections should be included.
  - 5.5.1.13 Project Deliverables – Physical, project records (electronic or hard copy or both), Maintenance & Operating Manuals, Warranties, Guarantees, Spare Parts, Training, Inspection and Test Results, etc.

#### 5.6 PROCUREMENT DOCUMENTS REVIEW

- 5.6.1 A review of the procurement documents and any changes to these documents should be made to ensure that:
  - 5.6.1.2 The correct quality assurance requirements and technical requirements are specified for the procurement of products and/or services.
  - 5.6.1.3 The products and/or services are received as ordered.

#### 5.7 MATERIALS MANAGEMENT PROCUREMENT DOCUMENTS CHANGES

- 5.7.1 Any procurement document change should be subjected to the same degree of control as utilized in the preparation of the original procurement documents.

## Metra Corporate Quality Manual

### 5.0 PURCHASING

#### 5.8 PROGRAM REQUIREMENTS - PROCURED PRODUCTS OR SERVICES

5.8.1 Measures should be established to ensure that the products or services, whether purchased directly or through the third party contractors, should conform to the procurement document requirements, e.g. Certificate of Conformance, Quality Verification Statement etc.

#### 5.8.2 PROGRAM IMPLEMENTATION - PROCURED PRODUCTS OR SERVICES

5.8.2.1 The control of procured products or services per procurement documents is accomplished by controlling:

5.8.2.1.1 The Selection of responsible and responsive vendors/consultants and,

5.8.2.1.2. The acceptance of products at the source and/or upon receipt at specified Metra locations.

5.8.2.2 Review and evaluation of the vendor/consultant quality assurance program to meet the Metra Corporate Quality Manual requirements may be performed by:

5.8.2.2.1 Review and evaluation of supplier quality assurance program document description.

5.8.2.2.2 Supplier facility survey, if required

5.8.2.2.3 Evaluation regarding implementation of a quality program furnished by the supplier in the past.

5.8.2.2.4 Quality assurance audit of the supplier facility to verify conformance to the applicable fifteen quality program elements of FTA, Quality Management System Guidelines, FTA-PA-27-5194-12.1 (2012 Update), if required.

5.8.2.2.5 Continued evaluations to verify compliance by Metra and/or its Third Party Contractors with the quality assurance requirements of the procurement documents.

5.8.2.3 The procured products, parts, or equipment are controlled upon receipt at the specified Metra locations by:

5.8.2.3.1. Review of procurement documents provided by the supplier.

5.8.2.3.2. Performing receipt inspections to procurement documents and maintaining the inspection status.



## Metra Corporate Quality Manual

### 5.0 PURCHASING

- 5.8.2.3.3. Documenting the results of receipt inspection, acceptability of supplier furnished documentation, and the resulting determination of conformance or nonconformance to the procurement/contractual documents.
- 5.8.2.3.4. Releasing the products to the intended work area for installation or further work.
- 5.8.2.3.5. Conducting special tests and measurements, as necessary to verify that the hardware performs per applicable technical requirements stated in the certificate of conformance, if necessary.
- 5.8.2.3.6. Establishing special receiving requirements, when needed.

## Metra Corporate Quality Manual

### **6.0 PRODUCT IDENTIFICATION AND TRACEABILITY**

#### **6.1 PURPOSE**

- 6.1.1 The purpose of this section is to establish requirements for identifying and controlling items of production to prevent the use of incorrect or defective items and assigns responsibilities to ensure that only correct and accepted materials, parts, and components are used or installed.
- 6.1.2 The purpose of this section is also to establish the process for traceability of purchases made relating to the work performed on or for Metra Capital Projects.

#### **6.2 SCOPE**

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### **6.3 AUTHORITY / RESPONSIBILITIES**

- 6.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Metra Corporate Quality Manual is implemented.
- 6.3.2 The Director, Corporate Quality Assurance is responsible to verify the implementation of the product identification and traceability program.
- 6.3.3 The User Department is responsible to implement the requirements of this section.
- 6.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects, per contractual requirements, have the responsibility for product identification and control of production items under their control.

#### **6.4 PROGRAM REQUIREMENTS**

- 6.4.1 The quality program should ensure that materials, parts, and components are identified by appropriate means. The quality program should ensure that only correct and accepted items which meet the requirements are used and installed during construction, repairs, or maintenance.

## Metra Corporate Quality Manual

### 6.0 PRODUCT IDENTIFICATION AND TRACEABILITY

#### 6.5 PROGRAM IMPLEMENTATION

- 6.5.1 To the maximum extent, the physical identification of nonconforming and uninspected items should be accomplished by physical separation. Where physical separation is either impractical or insufficient procedural controls such as marking, tagging, labeling, location or other appropriate means may be employed. All items will be marked for identification. Identification marking should be clear, unambiguous, and applied in such a manner as not to affect the function of the item.
- 6.5.2 When items are subdivided, markings should be transferred to each part of the item, if possible, and should not be removed or hidden by surface treatments, coatings or location.
- 6.5.3 Purchased items should be traceable to specific documentation such as drawings, specifications, standards, physical and chemical composition, material test reports, analyses, etc.
- 6.5.4 Items which fail to possess identification, items for which record traceability has been lost, items which do not meet the requirements or items not having been inspected upon delivery should be segregated, isolated, and controlled to prevent inadvertent use or installation.

## Metra Corporate Quality Manual

### 7.0 PROCESS CONTROL

#### 7.1 PURPOSE

The purpose of this section is to establish the requirements and assign responsibilities for the control of special processes that affect the quality of items during production and installation.

#### 7.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 7.3 AUTHORITY / RESPONSIBILITIES

- 7.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Corporate Quality Management is implemented.
- 7.3.2 The Director, Corporate Quality Assurance is responsible to verify the implementation of the process control program.
- 7.3.3 The User Department is responsible to implement the requirements of this section.
- 7.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects, per contractual requirements, have the responsibility for process control.

#### 7.4 PROGRAM REQUIREMENTS

- 7.4.1 The quality program should ensure that:
  - 7.4.1.1 Special processes are planned, implemented, controlled, and performed by qualified personnel that comply with applicable codes, standards, regulatory, and contractual requirements.
  - 7.4.1.2 The product characteristics are monitored during production and installation.
  - 7.4.1.3 The activities used in monitoring the processes can be verified through documentation such as inspection and test results, receiving inspections, site photographs, etc.

## Metra Corporate Quality Manual

### 7.0 PROCESS CONTROL

#### 7.5 PROGRAM IMPLEMENTATION

##### 7.5.1 Special Process.

- 7.5.1.1 The special process may be welding, heat treatment, chemical cleaning, nondestructive examination (NDE), special coatings, construction sequencing, etc.
- 7.5.1.2 Special processes, specifically where inspection after the fact may not reveal deficiencies, should be controlled by procedures, instructions, drawings, checklists or other appropriate means using qualified personnel. These means should ensure that the specified acceptance/rejection parameters are correctly sequenced, monitored, and controlled. This should include personnel and equipment requirements, calibration requirements, if any, and acceptance criteria, as appropriate.
- 7.5.1.3 When a special process affecting quality is not addressed by an existing code, standard, or regulatory requirement, the necessary qualifications of personnel or procedures should be identified, defined, and controlled in User Department procedures.
- 7.5.1.4 The special process documentation should include prerequisite conditions, processing steps, conditions to be maintained during the steps of the process, inspections and test requirements, personnel qualifications, and record requirements.
- 7.5.1.5 The special process requirements for third party contracts may be provided or identified by the procurement and/or design documents.
- 7.5.1.6 Appropriate quality records should be maintained for personnel or special process qualifications as defined in implementing procedures and instructions.

- 7.5.2 The process control procedures and instructions should specify the methods of verifying the adequacy of processing materials, solutions, and equipment.

## Metra Corporate Quality Manual

### 8.0 INSPECTION AND TESTING

#### 8.1 PURPOSE

The purpose of this section is to establish requirements and assign responsibilities for the planning and performance of inspections and testing for those items and activities performed which may affect quality during materials receipt, work in progress and/or final installation, to provide assurance that the final accepted item or activity conforms to specified requirements.

#### 8.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 8.3 AUTHORITY / RESPONSIBILITIES

- 8.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Corporate Quality Management Plan is implemented.
- 8.3.2 The Director, Corporate Quality Assurance is responsible to verify the implementation of the inspection and testing program.
- 8.3 The User Department is responsible to implement the requirements of this section.
- 8.3.4 Third party contractors performing activities or furnishing materials, parts, equipment or services for Metra capital projects have the responsibility for the inspection and testing activities under their control.

#### 8.4 INSPECTION AND TESTING PROGRAM REQUIREMENTS

- 8.4.1 The items or activities affecting quality should be inspected and tested in accordance with the approved inspection and testing documents/plans.
- 8.4.2 The inspection and testing documents should contain the requirements and the acceptance/rejection limits of the design documents, codes, standards or regulatory requirements.

## Metra Corporate Quality Manual

### 8.0 INSPECTION AND TESTING

#### 8.5 INSPECTION PROGRAM IMPLEMENTATION

- 8.5.1 A process or procedure should be developed by the User Department for the inspection of items that are required for the reliable operation of the equipment, Americans with Disabilities Act compliance or have a long lead time.
- 8.5.2 Inspection and testing activities should be carried out using the approved inspection and test plans, inspection checklists, and drawings/specifications and calibrated equipment.
- 8.5.3 Characteristics to be inspected and/or tested as well as inspection or test methods to be employed should be specified. Inspection or test results should be documented.
- 8.5.4 The inspection results should meet the design documents, codes, and standards.
- 8.5.5 Persons other than those who performed the work being inspected should perform inspection for acceptance. Persons performing inspections are to be qualified and their qualifications documented.
- 8.5.6 Status indicators, such as markings, labels, or other suitable means should be employed to maintain inspection and test status.
- 8.5.7 If contractually mandated inspection or test 'Hold Point' is required, the specific 'Hold Point' should be indicated in appropriate documents. Work should not proceed without verification that the required inspection or test has been completed or the consent of the person who assigned the 'Hold Point' or a designated representative. Such consent should be documented prior to continuation of work beyond the designated 'Hold Point'.
- 8.5.8 Inspection of items in process should be performed as necessary to ensure that contract requirements, specifications, etc. are being met.
- 8.5.9 Final inspection should include a record review of results and resolution of nonconformance identified by prior inspections.
- 8.5.10 Final inspection should be planned to arrive at a conclusion regarding conformance of the item to specified requirements.
- 8.5.11 The inspection report should provide the vendor name, facility location, inspection date, type of inspection, identification of signature of inspector, inspection results, recommended actions, etc. as well as the Metra contract, project and task numbers.

## Metra Corporate Quality Manual

### 8.0 INSPECTION AND TESTING

#### 8.6 TESTING PROGRAM IMPLEMENTATION

- 8.6.1 The organization responsible for the design of the item being tested should provide the testing requirements and acceptance/rejection criteria, unless designated otherwise.
- 8.6.2 Attributes and/or properties to be tested, testing methods to be employed and any special testing requirements should be specified, and testing results should be documented.
- 8.6.3 Individuals performing the testing should be qualified to perform the assigned testing tasks and their qualifications documented.

#### 8.7 TESTING PROCEDURES

- 8.7.1 Written test procedures should be developed and implemented to demonstrate design and performance characteristics are as specified in design and operating requirements. Test procedures should include the following, as applicable:
  - 8.7.1.1 Condition of equipment and item(s) to be tested.
  - 8.7.1.2 Test objectives.
  - 8.7.1.3 Test prerequisites, if any.
  - 8.7.1.4 Required equipment and instrumentation.
  - 8.7.1.5 Required inspection 'Witness' and 'Hold Points'.
  - 8.7.1.6 Required environmental conditions.
  - 8.7.1.7 Precautions to be taken in preparation and performance of test.
  - 8.7.1.8 Personnel qualifications.
  - 8.7.1.9 Data to be collected.
  - 8.7.1.10 Recognized industry standard test methods, supplier manuals, maintenance instructions, or approved drawings may be used in place of specially prepared test procedures as long as these documents include adequate instructions to ensure satisfactory performance of the test.
  - 8.7.1.11 Acceptance/Rejection criteria

#### 8.8 INSPECTION AND TESTING RESULTS

- 8.8.1 All inspection and test results should be documented and evaluated by qualified personnel to assure that test requirements have been satisfied. Evaluations should be performed by individuals independent of those who conducted the inspection and/or test.

## Metra Corporate Quality Manual

### 8.0 INSPECTION AND TESTING

#### 8.9 INSPECTION AND TESTING DOCUMENTATION

8.9.1 Inspection and test documentation of the inspected/tested item or activity should, generally, identify:

- 8.9.1.1 Metra Contract, Project and Task numbers for identification and traceability.
- 8.9.1.2 Item inspected/tested.
- 8.9.1.3 Date of the inspection/test.
- 8.9.1.4 Individual performing the inspection/test and/or recording the inspection/test data.
- 8.9.1.5 Testing requirements.
- 8.9.1.6 Type of test.
- 8.9.1.7 Type of inspection or inspection procedure.
- 8.9.1.8 Inspection/test results.
- 8.9.1.9 Acceptance/rejection criteria.
- 8.9.1.10 Recommended actions, if any.
- 8.9.1.11 Signature of the person(s) evaluating and approving the test results.

## Metra Corporate Quality Manual

### 9.0 INSPECTION, MEASURING, AND TEST EQUIPMENT

#### 9.1 PURPOSE

The purpose of this section is to establish requirements and assign responsibilities to assure that the tools, gauges, instruments, and other Inspection, Measuring and Test Equipment (IM&TE) used in activities affecting quality are identified, properly controlled, calibrated and adjusted at specified intervals to maintain accuracy within specified limits.

#### 9.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects

#### 9.3 AUTHORITY / RESPONSIBILITIES

- 9.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Corporate Quality Manual is implemented.
- 9.3.2 The Director, Corporate Quality Assurance is responsible for verifying the implementation of inspection, measuring, test equipment program.
- 9.3.3 The User Department is responsible for implementation of the requirements of this section.
- 9.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services based on contractual requirements for Metra capital projects are responsible for the identification and control of IM&TE under their control.

#### 9.4 PROGRAM REQUIREMENTS

- 9.4.1 The specifications, special conditions, etc. for the Requests for Proposal (RFPs) and Invitations for Bid (IFBs) should include the requirement that all contractor's IM&TE equipment should be calibrated prior to use on the project.
- 9.4.2 The program should ensure that special processes are planned, implemented, controlled, and performed by qualified personnel that comply with applicable codes and standards, and with regulatory and contractual requirements, in monitoring the product characteristics during production and installation.

## Metra Corporate Quality Manual

### 9.0 INSPECTION, MEASURING, AND TEST EQUIPMENT

#### 9.5 PROGRAM IMPLEMENTATION

Prior to the start of the contract work, the program should ensure that all tools, gages, instruments, and other inspection, monitoring, measuring, and test equipment and devices used in activities affecting quality are of the proper range, type, and accuracy to verify conformance to established requirements.

##### 9.5.1 CALIBRATION REQUIREMENTS

9.5.1.1 To ensure accuracy, IM&TE should be controlled, calibrated, adjusted, and maintained at prescribed intervals or prior to use. IM&TE should be calibrated according to national standards, where available, and to documented standards where national standards are not available.

##### 9.5.2 CALIBRATION INTERVALS AND METHODS

- 9.5.2.1 Calibration methods and intervals for recalibration of each item should be defined and based on the type of equipment, equipment use, manufacturer's recommendations, stability characteristics, required accuracy, and other conditions affecting measuring control.
- 9.5.2.2 When inaccuracy of the equipment is suspected, a calibration check should be performed to verify calibration status. If the status of any calibrated equipment cannot be verified, the unverified equipment is to be removed from service until the calibration can be confirmed.
- 9.5.2.3 The calibration status, including the due date of next calibration of IM&TE, should be visible through the use of tags, labels, or decals attached to the equipment, as applicable or identification traceable to the equipment log.

##### 9.5.3 OUT-OF-CALIBRATION EQUIPMENT

- 9.5.3.1 When IM&TE is found to be out of calibration, an evaluation should be conducted to assess the validity of previous inspections or test results and of the acceptability of items previously inspected or tested. The results of this evaluation should be documented and maintained on file.
- 9.5.3.2 IM&TE found to be out of calibration should be repaired or removed from service and replaced. The results of this action should be documented and maintained on file.

## Metra Corporate Quality Manual

### **9.0 INSPECTION, MEASURING, AND TEST EQUIPMENT**

#### 9.5.4 HANDLING AND STORAGE

- 9.5.4.1 IM&TE that is no longer accurate due to improper handling, storage, or changes in ambient environmental conditions should be identified. Special precautions should be taken to ensure the required accuracy of the IM&TE is maintained.

#### 9.5.5 CALIBRATION RECORDS

- 9.5.5.1 Calibration records should be maintained and equipment suitably marked to indicate calibration status and to permit traceability of calibration records.

## Metra Corporate Quality Manual

### 10.0 INSPECTION AND TEST STATUS

#### 10.1 PURPOSE

This purpose of this section is to establish requirements and assign responsibilities for identifying the inspection and test status of work performed during production and installation to assure that only those items that have passed the required inspections and tests are used and installed.

#### 10.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 10.3 AUTHORITY / RESPONSIBILITIES

10.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Corporate Quality Manual is implemented.

10.3.2 The Director, Corporate Quality Assurance is responsible for verifying implementation of the inspection and test status program.

10.3.3 The User Department is responsible for implementation of the requirements of this section.

10.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects have the responsibility for identifying the inspection and test status of items or activities under their control.

#### 10.4 PROGRAM REQUIREMENT

10.4.1 The quality program should provide means for ensuring that required inspections and tests are performed and that the acceptability of work or items, with respect to inspections and tests performed, are clearly identified and documented. Nonconforming work or items should be identified, documented and segregated if possible or removed from service, if applicable.



## Metra Corporate Quality Manual

### 10.0 INSPECTION AND TEST STATUS

#### 10.5 PROGRAM IMPLEMENTATION

- 10.5.1 In addition to inspection and test records, status indicators, such as physical location, tags, markings, routing sheets, stamps, labels, or other suitable means should be used to identify and maintain the inspection and test status. The status indicators indicate whether the production and/or installation of an item is in conformance or nonconformance with the inspection and testing requirements.
- 10.5.2 The quality program should ensure that evaluated items have passed the required inspections and tests per design documents, codes and standards.
- 10.5.3 Written procedures should include the responsibility for application and removal of tags, markings, labels, and stamps from the items that fail tests.
- 10.5.4 Appropriate documentation should be available showing acceptability of the equipment or materials prior to its installation. In cases where the required documented evidence is not available, the associated equipment or materials should be considered nonconforming and removed from service.
- 10.5.5 All nonconforming work and/or items should be documented and included in trend analysis.

## Metra Corporate Quality Manual

### 11.0 NONCONFORMANCE

#### 11.1 PURPOSE

The purpose of this section is to establish the requirements and assign responsibilities for the control of nonconforming work completed for and/or the materials intended for use on capital projects.

#### 11.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 11.3 AUTHORITY / RESPONSIBILITIES

- 11.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Corporate Quality Manual is implemented.
- 11.3.2 The Director, Corporate Quality Assurance is responsible for verifying implementation of the nonconformance and corrective action program.
- 11.3.3 The User Department is responsible to implement the requirements of this section.
- 11.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects have the responsibility for identification and control of non-conforming work under their control.

#### 11.4 PROGRAM REQUIREMENTS

- 11.4.1 The quality program should provide the definition of the nonconforming work, item, activity.
- 11.4.2 Written procedures should be developed to control items, services, or activities, which do not conform to specific requirements to prevent their inadvertent use or installation.
- 11.4.3 Written procedures should include adequate instruction for identification, documentation, segregation, disposition, and notification of nonconforming product materials, service or work to all affected parties.

## Metra Corporate Quality Manual

### 11.0 NONCONFORMANCE

11.4.4 The responsibility for review and authority for the disposition of non-conforming work should be defined in the written procedures and instructions.

11.4.5 The program should have provisions for re-inspection, as necessary.

11.4.6 Written procedures should include appropriate controls for documenting, interfacing, and disposition of non-conforming items by various organizations.

#### 11.5 PROGRAM IMPLEMENTATION - IDENTIFICATION AND SEGREGATION OF NONCONFORMING WORK

11.5.1 A nonconformance is identified as a deviation from or noncompliance with the requirements of the contract, design, specifications, plans, procedures, instructions, etc.

11.5.2 Nonconforming items should be controlled by marking and physical segregation. Where physical segregation is not practical, nonconforming items may be controlled by tagging or other means of identification.

11.5.3 Nonconforming work or activities should be controlled by proper documentation and/or revised procedures or specifications, as necessary.

#### 11.6 DISPOSITION OF NONCONFORMING ITEMS, SERVICES, OR ACTIVITIES

11.6.1 The quality program should prevent further processing, testing, delivery, and installation of a nonconforming or defective item/work pending a decision on its disposition.

11.6.2 The disposition and acceptance of the nonconforming items/work may be accomplished by:

11.6.2.1 Rework - Completing or correcting the item to meet the original requirement of a drawing, procedure or specification.

11.6.2.2 Repair - Restoring the item to a condition such that the item function is acceptable, even though the item does not conform to the original requirement of the drawing, procedure or specification. The repaired (or reworked) item may be used in alternative applications, if needed, and determined to be acceptable for the alternative applications.

11.6.2.3 Use-as-is – Using the item without any repair or rework, when it can be established that the item is acceptable and satisfactory for its intended use.

## Metra Corporate Quality Manual

### 11.0 NONCONFORMANCE

- 11.6.2.4 Reject - Rejecting the item for use as originally intended. However, the item may be used for alternate applications if it is determined acceptable for the alternate application.
- 11.6.3 Appropriate re-inspection and/or re-testing, justification and documentation should be provided to verify acceptability of nonconforming items dispositioned as 'Rework', 'Repair', or 'Use-as-is'.
  - 11.6.3.1 A nonconforming item may be conditionally released for installation or testing along with an engineering evaluation to determine if such a conditional release is not detrimental to other components. The nonconformance for the conditionally released item(s) should be corrected or resolved prior to use.

## Metra Corporate Quality Manual

### 12.0 CORRECTIVE ACTION

#### 12.1 PURPOSE

The purpose of this section is to establish requirements and assign responsibilities for the identification, reporting, and correction of conditions adverse to quality performance and compliance. Deficiencies and errors found during the normal review process are not included in the scope of this section unless they reoccur consistently and constantly.

#### 12.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 12.3 AUTHORITY / RESPONSIBILITIES

12.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Corporate Quality Manual is implemented.

12.3.2 The Director, Corporate Quality Assurance is responsible for:

- 12.3.2.1 Verifying the implementation of corrective action program.
- 12.3.2.2 Evaluating each deficiency and error to determine whether or not there is a trend, which requires management attention.
- 12.3.2.3 Stopping work, if necessary, due to ineffective corrective actions or identification of significant conditions adverse to quality.

12.3.3 The User Department is responsible for implementing the requirements of this section and completing the corrective action for nonconforming work/items under their control.

12.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects are responsible for implementing the requirements of this section and for completing the corrective action and action(s) to prevent recurrence for nonconforming work/items under their control.

#### 12.4 PROGRAM REQUIREMENTS

12.4.1 Procedures should ensure that conditions adverse to quality are promptly located/ identified, documented, reported to appropriate levels of management and corrected.

## Metra Corporate Quality Manual

### 12.0 CORRECTIVE ACTION

Conditions adverse to quality include defective material and equipment (which should be segregated where possible), failures, malfunctions, deficiencies, deviations and other conditions leading to nonconformances. Procedures should include provisions for addressing root cause and actions taken to prevent recurrence of the conditions adverse to quality.

- 12.4.2 Continual improvement procedures should be established for analyzing the process to detect and eliminate causes of nonconforming products and services.
- 12.4.3 Procedures should be developed for performance of trend analyses for nonconformances or deficiencies/findings identified in the workplace or during quality audits. The results of trend analyses should be presented to the appropriate management staff for action as needed.

### 12.5 PROGRAM IMPLEMENTATION

- 12.5.1 Corrective action procedures should not only address correcting the nonconformance but also include preventive measures to eliminate recurrence of nonconformances.
- 12.5.2 Corrective actions taken should be effective at resolving the nonconformance.
- 12.5.3 Procedures for quality related issues/conditions that require management notification should be established to ensure that the root cause(s) of the nonconformance is thoroughly evaluated. Additionally, the procedures should ensure the level of the corrective action implemented is consistent with the risk encountered and that it is documented and reported to appropriate levels of management.
- 12.5.4 In the event that a Third Party is nonresponsive to required corrective and preventive actions, scheduled payments to the Third Party should be withheld until such time as the required corrective and preventive measures have been completed, and that the implemented corrective measures have been determined to resolve or significantly reduce the reoccurrence of the noted deficiency, to the satisfaction of Metra.
- 12.5.5 Written procedures should be established for personnel training to prevent the recurrence of nonconformances.

## Metra Corporate Quality Manual

### 13.0 QUALITY RECORDS

#### 13.1 PURPOSE

This section establishes requirements and assigns responsibilities for the collection, filing, indexing, storage, maintenance, retrieval, and disposition of quality assurance records necessary to provide evidence of quality in the design, procurement, construction, installation, inspection, testing, nonconformance, corrective action, auditing, and training

#### 13.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 13.3 AUTHORITY / RESPONSIBILITIES

- 13.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Corporate Quality Manual is implemented.
- 13.3.2 The Director, Corporate Quality Assurance is responsible for verifying the implementation of the quality records program.
- 13.3.3 The User Department is responsible for implementing the requirements of this section.
- 13.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects have the responsibility for establishing, implementing and maintaining a quality records system.

#### 13.4 PROGRAM REQUIREMENTS

- 13.4.1 The term 'record(s)' referenced throughout this section refers to 'quality assurance', 'project' records, and 'record copies'.
- 13.4.2 The records system should be defined, implemented, and enforced in accordance with written procedure, instructions, and other appropriate documentation. The procedures should include the distribution of records, control of records withdrawn from storage, as well as provisions for backup of records and preventing deterioration and/or damage.

## Metra Corporate Quality Manual

### 13.0 QUALITY RECORDS

#### 13.5 PROGRAM IMPLEMENTATION

13.5.1 A records system should address the requirements and assign responsibilities for the collection, filing, indexing, distribution, storage, maintenance, safekeeping, retrieval, retention, and disposition of quality assurance records.

#### 13.6 RECORDS RETENTION PERIOD AND DISPOSITION

13.6.1 All records should be clearly identified with the Metra contract number, project number and task number, as applicable, and maintained in a manner to ensure their retrievability.

13.6.2 All records should be kept for a minimum period of time as identified in the contractual documents, following the project completion.

13.6.2.1 Safety related documents must be maintained for the operational life of the transit system.

13.6.2.2 Records related to issues in litigation must be available until the litigation is settled.

13.6.3 All records after completion of the project should be forwarded to Metra by its Third Party Contractors for retention by Metra, as identified in the contractual documents.

13.6.4 The Third Party Contractors final payment should be released only after all the required project documents have been turned over after project completion.

#### 13.7 RECORDS ADMINISTRATION

13.7.1 Quality management plans/manuals, quality assurance procedures, design procedures, design specifications, procurement documents, inspection/test procedures, operational procedures, construction procedures, or other documents should specify the records to be generated, supplied, or maintained.

13.7.2 Documents that are to be designated as project records should be accurate and completely filled out in their entirety. The records should provide sufficient information to permit project identification.

13.7.3 The records should include the results of reviews, inspections, tests, audits, monitoring of work performance, qualifications of personnel, procedures, and equipment; test and measuring equipment calibrations; materials receipt inspection;



## Metra Corporate Quality Manual

### 13.0 QUALITY RECORDS

and other documentation required by the quality management plans/manuals, regulatory requirements, specifications, and contractual agreements.

- 13.7.4 The records should provide sufficient information to permit identification between the record and the item or activity to which it applies, e.g. Metra Contract Number, Project Number, Task Number (if any), project description, etc.
- 13.7.5 Third Party Contractors should submit records to Metra for inclusion in the quality assurance records system, as applicable.
- 13.7.6 All project records created and maintained by the Third Party Contractors should be maintained for a specified time as contractually required. All project records should be provided to Metra following completion of the project.
- 13.7.7 All records should be legible, identifiable, and retrievable.
- 13.7.8 All incoming and outgoing hard copy records should be considered valid only if stamped, initialed/signed and dated by authorized personnel. These documents should be scanned, if necessary, and logged as appropriate.
- 13.7.9 Any electronic project records should be regularly backed up and stored off-site to prevent deterioration and or damage of the records.
- 13.7.10 The quality records procedures should address the filing, indexing and distribution of records.

### **13.8 RECORDS STORAGE, MAINTENANCE, SAFEKEEPING, RETRIEVAL, AND DISPOSITION**

- 13.8.1 Records should be stored in locations that provide a suitable environment to minimize deterioration or damage, prevent loss, preclude entry of unauthorized personnel, and facilitate retrieval without undue delay. The records locations should also be suitable for final disposition after project completion.
- 13.8.2 The records to be turned over to Metra at the completion of the project should be specified in the contractual documents. Electronic records should be in the electronic folders and files designated by Metra. The hard copy records should be in the designated files, folders, and binders with appropriate indices for easy traceability.

## Metra Corporate Quality Manual

### 13.0 QUALITY RECORDS

- 13.8.3 Consideration should be given in keeping duplicate records to account for loss of records due to fire, theft, damage, electronic glitches, etc.

## Metra Corporate Quality Manual

### 14.0 QUALITY AUDITS

#### 14.1 PURPOSE

The purpose of this section is to provide the framework for a comprehensive system of planned and periodic quality audits (i.e. audits, assessments, surveillances) of Metra User Departments and Third Party Contracts to verify compliance and effectiveness of the Metra Corporate Quality Manual.

#### 14.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 14.3 AUTHORITY / RESPONSIBILITIES

14.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that the Corporate Quality Manual is implemented.

14.3.2 The Director, Corporate Quality Assurance is responsible for:

- 14.3.2.1 Quality Assurance Oversight implementation of the corporate quality assurance audit program.
- 14.3.2.2 Development and implementation of Metra's corporate quality audit procedures.
- 14.3.2.3 Development and revision of the Corporate Quality Assurance Audit Schedule.
- 14.3.2.4 Revision and maintenance of Metra's corporate quality assurance program and procedures.

14.3.3 The User Department is responsible for:

- 14.3.3.1 Implementing the requirements of this section during performance of internal quality audits
- 14.3.3.2 Providing subject matter technical specialists with experience and competence, when required, to assist the Director, Corporate Quality Assurance during performance of quality assurance audits of Third Party Contractors.

## Metra Corporate Quality Manual

### 14.0 QUALITY AUDITS

14.3.3.3 Reviewing the audit report, ensuring the root cause(s) of the reported deficiencies) are identified, and to ensure the corrective action(s) for correction of the deficiencies are implemented to preclude repetition.

14.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects have the responsibility for:

14.3.4.1 Reviewing the audit report, ensuring the root cause(s) of the reported deficiencies are identified, and to ensure the corrective actions to correct the deficiencies are implemented to preclude recurrence.

14.3.4.2 Conducting quality audits of activities under their control when performing activities or furnishing materials, parts, equipment, or services for Metra capital projects per contractual agreement.

#### 14.4 PROGRAM REQUIREMENTS

14.4.1 The quality audit program, should include, at a minimum, the following: audit schedule, audit notification/plan, audit checklist, audit entrance and exit meetings, audit report, audit follow-up and closure.

14.4.2 The quality audit schedule should be reviewed periodically and revised as required.

14.4.3 A written quality audit plan and checklist should be prepared and provided to the auditee before each audit.

14.4.4 Quality assurance audits should be conducted by appropriately trained, experienced, and qualified personnel not having direct responsibilities in the areas being audited. Quality auditors should have sufficient authority and organizational freedom to perform the audits in accordance with the written audit plan and checklist.

14.4.5 Each applicable element of the Metra Corporate Quality Manual should be audited at least once per year for selected projects.

#### 14.5 PROGRAM IMPLEMENTATION

14.5.1 The auditee should be notified in writing regarding the details of the audit by Metra Corporate Quality Assurance, User Departments, Third Party Contractors, etc., as appropriate.

## Metra Corporate Quality Manual

### 14.0 QUALITY AUDITS

- 14.5.2 Audits should be conducted on a scheduled basis in accordance with the audit schedule.
- 14.5.3 Each applicable element of the Metra Corporate Quality Manual should be audited for the activity and selected projects, when practical.
- 14.5.4 Selected capital projects should be audited:
- 14.5.4.1 Commensurate with the status and importance of activities.
  - 14.5.4.2 As early as practical during the project lifetime (preferably at the 20 percent project completion stage) in order to identify potentially problematic issues.
  - 14.5.4.3 At intervals consistent with major activities being undertaken.
  - 14.5.4.4 When significant changes have been made in the Quality Assurance Program or its procedures.
  - 14.5.4.5 To re-evaluate previously deficient areas.
- 14.5.5 Quality audits should be performed to:
- 14.5.5.1 Provide an objective evaluation of compliance with established requirements, methods, and approved procedures or instructions and contractual requirements.
  - 14.5.5.2 Identify deficiencies within the quality program.
  - 14.5.5.3 Verify implementation of recommended corrective action.
  - 14.5.5.4 Identify areas of improvement.
  - 14.5.5.5 Identify areas requiring preventative measures.
- 14.5.6 The auditing personnel should document and review the audit results with the audited organization.
- 14.5.7 The audited organization's management should take necessary action to correct the deficiencies identified by the audit in order to preclude recurrence.
- 14.5.8 Deficient areas should be re-audited as necessary to verify corrective actions have been implemented and maintained.
- 14.5.9 All conditions requiring immediate corrective action should be identified immediately to responsible management or department of the audited organization.

### 14.6 AUDIT REPORTS AND FOLLOW-UP

- 14.6.1 The audit report should:



## Metra Corporate Quality Manual

### 14.0 QUALITY AUDITS

- 14.6.1.1 Contain sufficient information to be a stand-alone document.
  - 14.6.1.2 Include an evaluation of quality assurance practices, procedures, and instructions; the effectiveness of implementation; and the overall conformance with policy directives.
  - 14.6.1.3 Include an evaluation of work areas, activities, processes, items, and review of documents and records.
  - 14.6.1.4 Be distributed to the management personnel of Metra and the Third Party Contracts, as appropriate.
- 14.6.2 The management of the audited department should review audit results.
- 14.6.3 When submitted by the auditee, the audit response and/or corrective action(s) should be evaluated by the appropriate Metra or Third Party Contract personnel for acceptance or further corrective action, if needed.
- 14.6.4 The audit deficiencies should be closed after the corrective actions have been verified as complete and effective in preventing recurrence of the noted deficiencies.
- 14.6.5 The audit should be closed following the closure of all audit deficiencies. An audit closure notification should then be sent to the auditee.
- 14.6.6 Audit records should be maintained in accordance with Section 13.0.

## Metra Corporate Quality Manual

### 15.0 TRAINING

#### 15.1 PURPOSE

The purpose of this section is to identify the training needs required for personnel involved in performing work affecting quality for Metra capital projects.

#### 15.2 SCOPE

The requirements of this section apply to Metra, Third Party Contracts, communities and municipalities, per contractual agreements, performing work activities affecting quality associated with capital projects.

#### 15.3 AUTHORITY / RESPONSIBILITIES

15.3.1 The Senior Director, Grant Management & Accounting has the responsibility and authority to ensure that this section of the Metra Corporate Quality Manual is implemented.

15.3.2 The Director, Corporate Quality Assurance is responsible for:

- 15.3.2.1 Verifying the implementation of the quality training program for Metra, Third Party Contracts, communities and municipalities.
- 15.3.2.2 Training, and qualification of corporate quality assurance personnel.
- 15.3.2.3 Maintaining the quality training and qualification records of corporate quality assurance personnel.

15.3.3 The User Department is responsible for:

- 15.3.3.1 Implementing the requirements of this section.
- 15.3.3.2 Training, qualification and certification of project and quality personnel.
- 15.3.3.3 Maintaining quality training, qualification and certification records of project personnel.

15.3.4 Third Party Contractors performing activities or furnishing materials, parts, equipment, or services for Metra capital projects have the responsibility for ensuring the appropriate required training is completed by project personnel and maintaining the training records.



## Metra Corporate Quality Manual

### 15.0 TRAINING

#### 15.4 PROGRAM REQUIREMENTS

15.4.1 Personnel performing activities affecting quality should be qualified based on appropriate education, training, and/or experience, as required, to include:

- 15.4.1.1 Qualification and certification, if necessary, in the principles and techniques of the activity being performed.
- 15.4.1.2 Training based on individual education, experience, training, and position, as necessary.
- 15.4.1.3 Training to ensure that suitable proficiency in accordance with established criteria is achieved and maintained.
- 15.4.1.4 Provision of technical, project, quality assurance, quality control, safety, and any other special training required for the completion of the project.
- 15.4.1.5 Provision of the required training prior to the start of the project.

15.4.2 All such training should be documented as objective evidence of training completion.

#### 15.5 PROGRAM IMPLEMENTATION

15.5.1 Personnel assigned to perform activities affecting quality should be given appropriate training prior to performing those activities. This training includes, as applicable, the technical and quality program elements that are to be employed, as well as the objectives and requirements of the applicable codes and standards.

15.5.2 The proficiency of personnel performing and verifying activities affecting quality should be maintained by re-training, re-examination, and/or re-certifying as determined by management.

15.5.3 QA Audit personnel selected and assigned should be independent of any direct responsibilities for any activities they will audit. Individuals responsible for the activities being audited should not be involved in the selection of the audit team.

15.5.4 Audit personnel selected for quality assurance auditing assignments should have sufficient audit experience and/or training to verify compliance of the scope, complexity, or special nature of the activities to be audited.



## Metra Corporate Quality Manual

### 15.0 TRAINING

- 15.5.5 All personnel assigned to the capital projects should have the required qualifications, education, training, and experience relative to their functional and managerial responsibilities within the organization.
- 15.5.6 All training should be provided by qualified and/or certified personnel, as needed.
- 15.5.7 Training and subsequent and/or additional training received by all project personnel should be documented and records maintained.

**PRE-PROPOSAL REQUEST FOR CHANGE OR APPROVED EQUAL (RFA)**

This form must be used for pre-proposal requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and **must** be received no later than the time specified for Questions due/Pre-proposal Request for Change or Approved Equal (RFA) due in IV. Proposed Schedule for the Procurement.

<b>RFP No. 224</b>	<b>Proposer:</b>	<b>Proposer's Request #:</b>
<b>Document and Page(s):</b>		<b>Section:</b>
<b>Question/Clarification/Approved Equal:</b>		
<b>Metra's Response:</b>		

**Proposal Form**

Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

- |                 |                           |
|-----------------|---------------------------|
| Addendum No.: 1 | Dated: April 18, 2019     |
| Addendum No.: 2 | Dated: May 13, 2019       |
| Addendum No.: 3 | Dated: June 19, 2019      |
| Addendum No.: 4 | Dated: August 27, 2019    |
| Addendum No.: 5 | Dated: September 24, 2019 |
| Addendum No.: 6 | Dated: October 8, 2019    |

Proposal

By execution below by a duly authorized representative of the proposer, the proposer hereby offers to furnish equipment and services as specified in its proposal submitted to Metra in response to RFP No. 37383 in its entirety and that proposal shall remain valid for a period of 270 days.

Proposer/Firm: Alstom Transportation Inc.

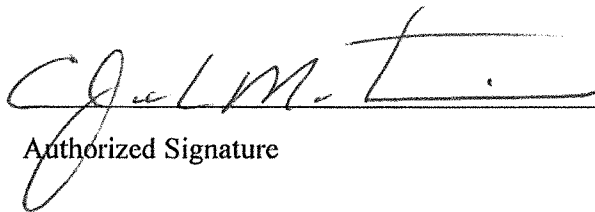
Street Address: 641 Lexington Avenue-28th Floor

City, State, Zip: New York, NY 10022 USA

Phone: Mobile (484) 467-2655 Office (212) 692-5353

Name of Authorized Signer: C. Jack Martinson

Title of Authorized Signer: Vice President and Customer Director

  
Authorized Signature

October 10, 2019

Date

**Transit Vehicle Manufacturers (TVM) Certification**

The bidder/proposer, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to Federal Fiscal Year 2018 (Oct. 1, 2018 – Sep. 30, 2019) and have either been approved or not disapproved by FTA.

The bidder/proposer, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR 26.49.

Manufacturer: Alstom Transportation Inc.

Manufacturer Representative Signature:

7(1)(b);(c)

If applicable:

Supplier: \_\_\_\_\_

Supplier Representative's Signature: \_\_\_\_\_

Date: September 25, 2019

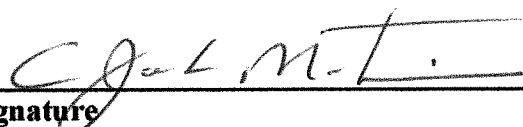
**Proposal Deviation Form**

This form shall be completed for each condition, exception, reservation, assumption, or understanding (Proposal Deviation) in the Proposer's submitted Proposal in accordance with XIV. Conditions, Exceptions, Limitations, or Deviations. Each Proposal Deviation shall be submitted on a separate Proposal Deviation Form and included in the applicable proposal package as specified in XVI. Preparation of Proposals.

Metra RFP No. 37383 New Push-Pull Commuter Rail Cars	
<b>Contractor:</b>	<b>Contractor's Deviation No.:</b>
<b>Proposal Package No.:</b>	<b>Contract Section/Subsection/Page No.:</b>
<b>Complete description of deviation:</b>	
<b>Rationale:</b>	

**Pre-Award Evaluation Data Form**

NOTE: If the Contractor or Subcontractor is a joint venture, submit this form for each member of the joint venture along with a copy of the joint venture agreement.

<b>Metra RFP No. 37383</b> <b>New Push-Pull Commuter Rail Cars</b>					
<b>Name of firm:</b> Alstom Transportation Inc.		<b>Address:</b> 641 Lexington Avenue-28th Floor New York, NY 10022			
<input type="radio"/> Individual	<input type="radio"/> Partnership	<input checked="" type="radio"/> Corporation	<input type="radio"/> Joint Venture		
<b>Date Organized:</b> 09/22/1986		<b>State in which incorporated:</b> New York - ID 1113708			
<b>Names of officers or partners:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">                     JEROME WALLUT                      JOSEPH SCE                      MATTHEW SHICK                      LAURENT FROMONT                      JILL HAMPTON                      JACK MARTINSON                      JOSEPH QUIGLEY                      SCOTT SHERIN                      ANDRES HONTORIA                      MICHAEL CARRATO                      STACEY JOSLIN                 </td> <td style="width: 50%; vertical-align: top; border-left: 1px solid black;">                     President                      Vice President - Tax                      Vice President - HR                      Vice President - Services                      Vice President                      Vice President                      Vice President                      Vice President                      Vice President                      Treasurer                      Secretary                      Assistant Secretary                 </td> </tr> </table>				JEROME WALLUT JOSEPH SCE MATTHEW SHICK LAURENT FROMONT JILL HAMPTON JACK MARTINSON JOSEPH QUIGLEY SCOTT SHERIN ANDRES HONTORIA MICHAEL CARRATO STACEY JOSLIN	President Vice President - Tax Vice President - HR Vice President - Services Vice President Vice President Vice President Vice President Vice President Treasurer Secretary Assistant Secretary
JEROME WALLUT JOSEPH SCE MATTHEW SHICK LAURENT FROMONT JILL HAMPTON JACK MARTINSON JOSEPH QUIGLEY SCOTT SHERIN ANDRES HONTORIA MICHAEL CARRATO STACEY JOSLIN	President Vice President - Tax Vice President - HR Vice President - Services Vice President Vice President Vice President Vice President Vice President Treasurer Secretary Assistant Secretary				
<b>How long has your firm been in business under its present name?</b> 33 Years under present name, Alstom has been in business since 1823; 196 years.					
<b>Have you been terminated or defaulted, in the last five years, on any contract you were awarded?</b> <input type="radio"/> YES or <input checked="" type="radio"/> NO If yes, attach as <b>SCHEDULE ONE</b> the full particulars regarding each occurrence.					
The above information is confidential and will not be divulged to any unauthorized personnel.					
The undersigned certifies to the accuracy of all information:					
<b>Name and title:</b> C. Jack Martinson, Vice President and Customer Director					
<b>Company:</b> Alstom Transportation Inc.					
 _____ <b>Signature</b>			September 25, 2019 _____ <b>Date</b>		

# **Exhibit VI**

**Certifications, Affidavits, and/or Schedules**  
(To be incorporated in Section 5 of the resulting Contract)

**AFFIDAVITS/CERTIFICATIONS FOR CONTRACTORS**

FILL IN THE BLANKS AND SUBMIT THIS FORM WITH PROPOSAL. HAVE APPLICABLE SIGNATURES NOTARIZED ON LAST PAGE.

STATE OF New York

COUNTY OF New York

The Undersigned represents that s/he is C. Jack Martinson (“Undersigned”) the  
(Print Name)

Vice President and Customer Director of Alstom Transportation Inc.  
(Print President or Other Proper Title) (Print name of Entity)

(“Company” or “Undersigned”) and is authorized to attest on behalf of himself/herself and

Alstom Transportation Inc., and states as follows:  
(Print Name of Company)

**A. PROHIBITED INTERESTS AND CONFLICTS OF INTEREST.**

**1. PUBLIC OFFICER PROHIBITED ACTIVITIES ACT AFFIDAVIT**

The Company is the proposer submitting this proposal and that the proposer is in compliance with provisions set forth in the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01, *et seq.*, and to the best of its knowledge and belief, no person holding office, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his/her own name or in the name of any other person, association, trust, or corporation, in this contract or the performance of any work/services under this contract which such officer has been or may be called upon to act or vote.

**2. METRA'S CONFLICTS OF INTEREST ORDINANCE**

Pursuant to 4.03 of Metra's Bidding Regulations:

Members of the Board, officers, and employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any contract or any direct pecuniary interest in any contract which will be wholly or partially performed by the payment of funds or the transfer of property of the Metra. Any firm, partnership, association, or corporation from which any member of the Board, officer, or employee of the Metra is entitled to receive more than seven and one half percent (7-1/2%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by payment of funds or the transfer of property of Metra.

Any firm, partnership, association, or corporation from which members of the Board, officers, employees of Metra, their spouses, their children, their parents, their brothers and sisters and

their children, are entitled to receive in the aggregate more than fifteen percent (15%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by the payment of funds or the transfer of property of Metra.

Board members and employees are prohibited from participating in the selection, award, or administration of a contract supported by Metra funds, federal funds, or any other grant funds if a real conflict of interest or to his or her knowledge, an apparent conflict of interest would be involved. A real or apparent conflict of interest would arise when any of the following has an interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family (as listed above in the first paragraph); (c) his or her business partner; or (d) an organization that employs; or intends to employ, any of the above. "Apparent" is defined under this paragraph as being one in which a person is an officer or director of an entity, or has an interest in the ownership or profits of an entity, and such interest appears substantial to a reasonable person. "Interest" is defined under this paragraph as a direct or indirect entitlement to receive any of the entity's profits.

In addition, Undersigned states that no officer of Metra has represented, either as an agent or otherwise, the proposer with respect to this application or bid for contract. Finally, Undersigned states that to best of its knowledge and belief, no officer of Metra has received or been offered from any person on behalf of the proposer, either directly or indirectly, any money or other thing of value as a gift, bribe, or means of influencing any vote or action in any official's capacity. Furthermore, Undersigned certifies that, to the best of its knowledge, it is in compliance with Metra's Bidding Regulations and is unaware of any of the foregoing persons having an interest prohibited by Section 4.03 of the Bidding Regulations.

## **B. NON-COLLUSION AFFIDAVIT**

The Company is the proposer submitting this proposal and that such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such proposal is genuine and not collusive or a sham and that said proposer has not been a party to any agreement or collusion among bidders/proposers or prospective bidders/proposers in restraint of freedom of competition by agreement to bid a fixed price or other-wise, or to refrain from proposing, and has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of Metra, or of any proposer or anyone else interested in the proposed contract.

## **C. CERTIFICATE FOR PROPOSAL**

As a part of its offer to contract for services to Metra, the Undersigned hereby certifies that neither the Company nor any of its principals are barred from proposing on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of 720 ILCS 5/33E.

#### **D. CERTIFICATE OF DEBARMENT**

As the potential contractor for a primary contract or subcontractor to a primary contractor for subcontracts over \$25,000.00, the Undersigned certifies to the best of its knowledge and belief, the Company and its principals:

1. Are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Debarred from federal contracts for violations of various public contracts incorporating labor standard provisions;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government entity;
3.
  - a. Have not been convicted under the laws of Illinois or any other state of bribery or attempting to bribe any government officer or employee or have made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct. No business shall be barred from contracting with Metra as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and: i) the business has been finally adjudicated not guilty; or ii) the business demonstrates to Metra, and Metra finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961. For purposes of this Subsection (a), when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct. Contractor hereby certifies that the contractor and its subcontractors are not barred from being awarded a contract or subcontract under this Section.
  - b. Are not convicted of a felony. No person or business shall do business with Metra from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. Contractor hereby certifies the Contractor is not barred from being awarded a contract under this Section.
4. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state or local) for any reason; or
5. Have not, within a three-year period preceding this proposal, had one or more public transactions (federal, state or local) terminated for cause or default.

(If the Undersigned is unable to certify to any of the statements in this certification, the Undersigned shall attach an explanation).

**THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF THE FEDERAL FALSE CLAIMS ACT ARE APPLICABLE THERETO.**

## **E. CERTIFICATION OF RESTRICTIONS ON LOBBYING**

This certification is required to be completed with the solicitation if the proposal exceeds \$100,000.00. Failure to return this certification with the solicitation may result in a determination that the offer is non-responsive or non-responsible.

The Undersigned certifies to the best of its knowledge or belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contact, the making of any federal grant, the making of an federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of federal contact, grant, loan, or cooperative agreement, the Undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

## **F. REVOLVING DOOR PROHIBITION**

The Undersigned has reviewed its list of employees (and subcontractors) involved in this procurement and it has no knowledge of any former Metra employee being involved in the solicitation process in violation of Section 4.05 of Metra's Bidding Regulations.

Section 4.05 states that all Metra Board members and non-contract personnel in specified positions are expressly prohibited, for a period of one (1) year after terminating employment with Metra, from engaging in any procurement activity with Metra. A "specified position" is one that is non-contract, is held for a period of six (6) months preceding such termination, is at a Grade P12 or above (including M Grades), and is not merely clerical or ministerial in nature. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; or proposing bid, proposal, or contract documents on the part of the former employee or Board member, or in association with the former employee or Board member by or on behalf of any firm, partnership, association, or corporation affiliated with the former employee or Board member. The Undersigned certifies that the award and/or execution of a contract would not cause any violation of Section 4.05.

**G. CONTINUING OBLIGATION TO INFORM METRA**

If Company acquires information after executing this certification that there may be an actual or apparent violation of any of the above Company shall promptly bring such information to the attention of Metra's Procurement Officer. Company shall thereafter cooperate with Metra's review and investigation of such information, and comply with any instruction it receives from Metra in regard to remedying the situation.

**H. PENALTIES**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the Contract pursuant to Metra's regulations and 31 U.S.C. 1352. A Company who makes a false statement, materials to the certification, is subject to termination for cause. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure.

Alstom Transportation Inc.  
**(Print) Name of Company**

By: 7(1)(b):(c)  
**Signature of Person Making Affidavit (Undersigned listed above)**

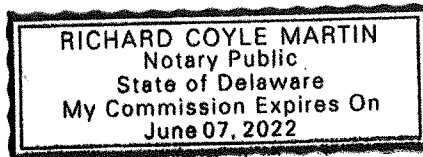
Date: September 25, 2019

Vice President and Customer Director  
**(Print) Title of Person Making Affidavit**

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 26 day of SEPT 2019.

7(1)(b):(c)  
Notary Public



**CERTAIN SUBCONTRACTOR SIGNATURES REQUIRED ON NEXT PAGE**

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Illinois

COUNTY OF Madison

The Undersigned represents that s/he is Frank A. Pascazio ("Undersigned Subcontractor") the  
**(Print Name)**

Director of Sales-Transit of Amsted Rail  
**(Print "President" or Other Proper Title)** **(Print name of Subcontractor Entity)**

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Amsted Rail

**(Print) Name of Subcontractor Entity**

**7(1)(b);(c)**

Date: 8/29/2019

**Signature of Person Making Affidavit (Undersigned listed above)**

Frank A. Pascazio

**(Print) Title of Person Making Affidavit**

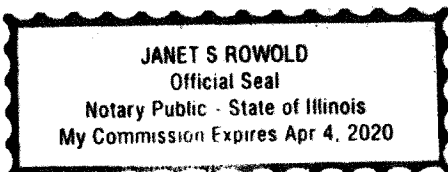
**NOTARIZE HERE**

**Subscribed and sworn to before me**

This 29th day of August 2019.

**7(1)(b);(c)**

**Notary Public**



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

PROVINCE  
STATE OF ONTARIO

COUNTY OF CANADA

The Undersigned represents that s/he is STEVE FOLEY ("Undersigned Subcontractor") the  
(Print Name)

PRODUCT SPECIALIST of BACH-SIMPSON, A DIVISION OF WABTEC CANADA  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

BACH-SIMPSON, A DIVISION OF WABTEC CANADA  
(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: 2019-08-07

Signature of Person Making Affidavit (Undersigned listed above)

STEVE FOLEY

(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me

This 07 day of 08, 2019.

7(1)(b);(c)

Notary Public

CRYSTALYN JOY WALTERS  
Notary Public, County of Middlesex,  
limited to the attestation of instruments and  
the taking of affidavits, for Bach-Simpson,  
A Division of Wabtec Canada, Inc.  
Expires April 20, 2021

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Missouri

COUNTY OF Clay

The Undersigned represents that s/he is Craig Lee ("Undersigned Subcontractor") the  
(Print Name)

President of Bradken  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

BRADKEN

(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: 9/12/2019

Signature of Person Making Affidavit (Undersigned listed above)

Craig LEE

(Print) Title of Person Making Affidavit

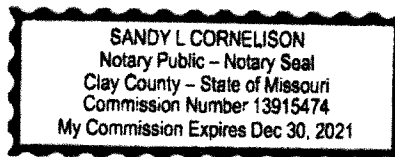
**NOTARIZE HERE**

Subscribed and sworn to before me

This 12 day of Sept 2019

7(1)(b);(c)

Notary Public



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF QUEBEC

COUNTY OF CANADA

The Undersigned represents that s/he is BENOIT MEYNIEL ("Undersigned Subcontractor") the  
(Print Name)

CHIEF EXECUTIVE OFFICER of CENTUM ADETEL EQUIPMENT  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity) CANADA

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

CENTUM ADETEL EQUIPMENT CANADA  
(Print) Name of Subcontractor Entity

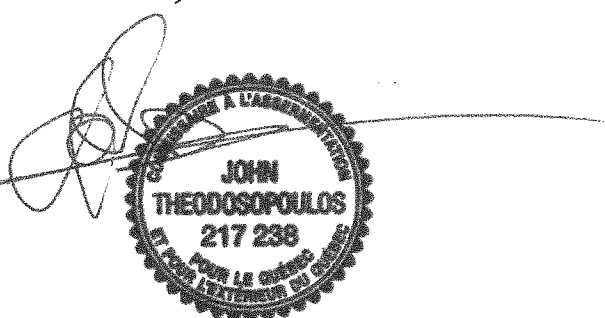
By: BENOIT MEYNIEL  
Signature of Person Making Affidavit (Undersigned listed above)

Date: 27 Sept 2019

7(1)(b);(c) CEO  
(Print) Title of Person Making Affidavit

NOTARIZE HERE  
Subscribed and sworn to before me  
This 27 day of Sept 2019.

7(1)(b);(c)  
~~Notary Public~~ COMMISSAIRE  
OF OATHS



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

Province  
STATE OF Quebec

Country  
COUNTRY OF Canada

The Undersigned represents that s/he is Alexander Okapuu ("Undersigned Subcontractor") the  
(Print Name)

President of DILAX Systems Inc.  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

DILAX Systems Inc.  
(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: 8/28/2019

Signature of Person Making Affidavit (Undersigned listed above)

President  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 28<sup>TH</sup> day of AUGUST 2019.

PAUL BELLEFLEUR  
Notary Public

7(1)(b);(c)



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Pennsylvania

COUNTY OF Erie

The Undersigned represents that s/he is Tim Bates ("Undersigned Subcontractor") the  
(Print Name)

Director of Sales of Haysite Reinforced Plastics  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Haysite Reinforced Plastics  
(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: 10/22/19

Signature of Person Making Affidavit (Undersigned listed above)

Director of Sales  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me

This 22<sup>nd</sup> day of October 2019.

7(1)(b);(c)

Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Nadezhda Veretnov, Notary Public  
Erie County  
My commission expires June 1, 2021  
Commission number 1313209  
Member, Pennsylvania Association of Notaries

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF New Jersey

COUNTY OF Burlington

The Undersigned represents that s/he is David Hankins ("Undersigned Subcontractor") the  
(Print Name)

President of Hoppcke Batteries, Inc.  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Hoppcke Batteries, Inc.  
(Print) Name of Subcontractor Entity

7(1)(b);(c)

Signature of Person Making Affidavit (Undersigned listed above)

Date: 10/8/17

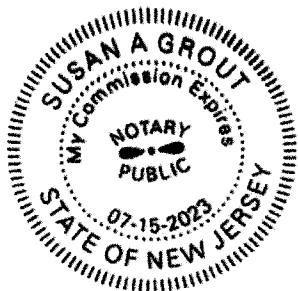
President  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 8th day of October 2017.

7(1)(b);(c)

Notary Public



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF South Carolina

COUNTY OF Charleston

The Undersigned represents that s/he is Ron Paquette (“Undersigned Subcontractor”) the  
(Print Name)

Chief Executive Officer of Hubner Manufacturing Corporation  
(Print “President” or Other Proper Title) (Print name of Subcontractor Entity)

(“Subcontractor” or “Undersigned Subcontractor”) and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra’s Procurement Officer.
3. The provisions of Section 1 above are applicable.

Hubner Manufacturing Corporation  
(Print) Name of Subcontractor Entity

**7(1)(b);(c)**

Signature of Person Making Affidavit (Undersigned listed above)

Date: 14 October 2019

Chief Excer  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 14th day of October, 2019.

**7(1)(b);(c)**

Notary Public



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Ohio

COUNTY OF Cuyahoga

The Undersigned represents that s/he is Stephen Burns ("Undersigned Subcontractor") the  
(Print Name)

CFO of Ken-Mac Metals  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Ken-Mac Metals

(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: October 14, 2019

Signature of Person Making Affidavit (Undersigned listed above)

CFO

(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me

This 14<sup>th</sup> day of OCTOBER 2019.

7(1)(b);(c)

Notary Public

SHARON M. DIPERNA  
Notary Public, State of Ohio  
My Commission Expires 1/17/22

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Maryland

COUNTY OF Carroll

The Undersigned represents that s/he is Reggie Wingate ("Undersigned Subcontractor") the  
(Print Name)

Director of Sales & Systems of Knorr Brake Company  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Knorr Brake Company

(Print Name of Subcontractor Entity)

7(1)(b);(c)

Date: 7/31/2019

Signature of Person Making Affidavit (Undersigned listed above)

Director of Sales & Systems

(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me

This 21st day of July, 2019  
7(1)(b);(c)

JENNIFER KRISTINE HARRIS  
Notary Public-Maryland  
Carroll County  
My Commission Expires  
November 18, 2021

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF INDIANA

COUNTY OF ST. JOSEPH

The Undersigned represents that s/he is Marcellus M. Lebbin ("Undersigned Subcontractor") the  
(Print Name)

Secretary of LCI Transit Corp.  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

LCI Transit Corp.  
(Print) Name of Subcontractor Entity

**7(1)(b);(c)**

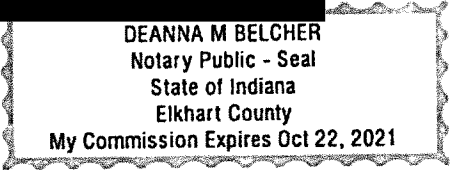
Date: 23 September, 2019

Signature of Person Making Affidavit (Undersigned listed above)

Secretary  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**  
Subscribed and sworn to before me

**7(1)(b);(c)**  
Notary Public



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Maryland

COUNTY OF Carroll

The Undersigned represents that s/he is Dave Welly (“Undersigned Subcontractor”) the  
(Print Name)

Vice President, On Board Systems of Merak North America  
(Print “President” or Other Proper Title) (Print name of Subcontractor Entity)

(“Subcontractor” or “Undersigned Subcontractor”) and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra’s Procurement Officer.
3. The provisions of Section 1 above are applicable.

Merak North America  
(Print) Name of Subcontractor Entity

**7(1)(b);(c)**

Date: 8/1/2019

Signature of Person Making Affidavit (Undersigned listed above)

Vice President of On-Board Systems  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me

This 1 day of AUGUST 2019

**7(1)(b);(c)**  
Notary Public

JENNIFER KRISTINE HARRIS  
Notary Public-Maryland  
Carroll County  
My Commission Expires  
November 16, 2021

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF South Carolina

COUNTY OF Greenville

The Undersigned represents that s/he is Charles Reen ("Undersigned Subcontractor") the  
(Print Name)

VP & General Manager of Transtech of S.C. Inc  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Transtech of S.C. Inc  
(Print) Name of Subcontractor Entity

**7(1)(b);(c)**

Date: 10-17-2019

Signature of Person Making Affidavit (Undersigned listed above)

VP & General Manager  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 17th day of October 2019

**7(1)(b);(c)**

Notary Public

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

The Undersigned represents that s/he is JEREMY F. KOBER ("Undersigned Subcontractor") the  
(Print Name)

PRESIDENT of MILWAUKEE COMPOSITES INC.  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

MILWAUKEE COMPOSITES INC.  
(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: 9/17/19

Signature of Person Making Affidavit (Undersigned listed above)

JEREMY F. KOBER  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 17<sup>th</sup> day of September 2019.

7(1)(b);(c)

Notary Public

Exp  
05/21

Mary E. Simon  
Notary Public, State of Wisconsin

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Pennsylvania  
COUNTY OF Bucks

The Undersigned represents that s/he is Daniel Craig ("Undersigned Subcontractor") the  
(Print Name)  
General Manager of NAS6 Holdings LLC  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

NAS6 Holdings LLC  
(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: 8-6-2019

Signature of Person Making Affidavit (Undersigned listed above)

General Manager  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 6<sup>th</sup> day of Aug. 2019.

7(1)(b);(c)

Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Danielle L. Willing, Notary Public  
Trumbauersville Boro, Bucks County  
My commission expires December 07, 2019

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Virginia

COUNTY OF Greensville

The Undersigned represents that s/he is David Yogev ("Undersigned Subcontractor") the  
**(Print Name)**

V.P. and Managing Director of Oran Safety Glass, Inc.  
**(Print "President" or Other Proper Title)** **(Print name of Subcontractor Entity)**

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Oran Safety Glass, Inc.

**(Print) Name of Subcontractor Entity**

**7(1)(b);(c)**

Date: October 21, 2019

**Signature of Person Making Affidavit (Undersigned listed above)**

V.P. and Managing Director

**(Print) Title of Person Making Affidavit**

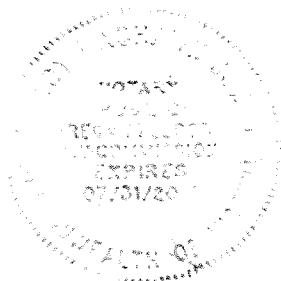
**NOTARIZE HERE**

Subscribed and sworn to before me  
This 21<sup>st</sup> day of October 2019.

**7(1)(b);(c)**

Notary Public

Expires July 31, 2021  
Notary # 7722083



STATEMENT FOR  
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF NEW-YORK

COUNTY OF Clinton

The Undersigned represents that s/he is PATRICIA McLEOD ("Undersigned Subcontractor") the  
(Print Name)

VICE-PRESIDENT, INDUSTRIAL SALES of PRELCO US INC.  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section I above are applicable.

PRELCO US INC.

(Print) Name of Subcontractor Entity

**7(1)(b);(c)**

Signature of Person Making Affidavit (Undersigned listed above)

Date: 2019-08-23

VICE-PRESIDENT, INDUSTRIAL SALES, PRELCO US INC.  
(Print) Title of Person Making Affidavit

NOTARIZE HERE

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

PROVINCE  
**STATE OF** British Columbia, Canada  
M  
**COUNTY OF** M

The Undersigned represents that s/he is Joseph Supple  ("Undersigned Subcontractor") the  
(Print Name)

CIO of Quester Tangent  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Quester Tangent  
(Print) Name of Subcontractor Entity

By: 7(1)(b);(c)  
Signature of Person Making Affidavit (Undersigned listed above)

Date: Sep 11, 2019

CIO  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me

This 11<sup>th</sup> day of Sept, 2019.

7(1)(b);(c)

Notary Public

CHARMAINE L. VAN TINE  
NOTARY PUBLIC  
7159 B West Saanich Road  
Brentwood Bay, BC V8M 1P7  
Telephone 250-652-4321

PERMANENT COMMISSION

SUBCONTRACTOR  
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Tennessee

COUNTY OF Shelby

The Undersigned represents that s/he is John L. Focht ("Undersigned Subcontractor") the  
(Print Name)

President of RAILCOM, LLC  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

RAILCOM, LLC

(Print Name of Subcontractor Entity)

7(1)(b);(c)

Signature of Person Making Affidavit (Undersigned listed above)

Date: 10/1/19

President

(Print) Title of Person Making Affidavit

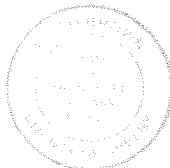
NOTARIZE HERE

Subscribed and sworn to before me

This 1st day of Oct 2019.

7(1)(b);(c)

Notary Public



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF California

COUNTY OF Los Angeles

The Undersigned represents that s/he is PEDRO QUINTERO ("Undersigned Subcontractor") the  
(Print Name)

GENERAL MANAGER of RICON CORP.  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section I above are applicable.

RICON CORP.  
(Print) Name of Subcontractor Entity

7(1)(b);(c)  
Signature of Person Making Affidavit (Undersigned listed above)

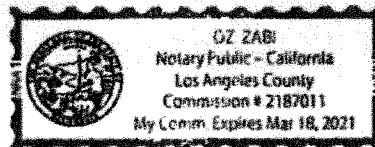
Date: 10-29-2019

PEDRO QUINTERO  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 29 day of October 2019.

7(1)(b);(c)  
Notary Public



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF New York

COUNTY OF Monroe

The Undersigned represents that s/he is Robert Hearn ("Undersigned Subcontractor") the  
(Print Name)

Vice President of Rolen - Jinxin Technologies North America, LLC  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section I above are applicable.

Rolen - Jinxin Technologies North America, LLC  
(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: September 10, 2019

Signature of Person Making Affidavit (Undersigned listed above)

Robert Hearn  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me

This 11<sup>th</sup> day of Sept 2019.

7(1)(b);(c)

Notary Public

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Maryland

COUNTY OF Baltimore

The Undersigned represents that s/he is Debbie Updyke ("Undersigned Subcontractor") the  
(Print Name)

Program Manager of Soft America, Inc  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Soft America, Inc  
(Print) Name of Subcontractor Entity

**7(1)(b);(c)**

Date: 10/10/19

Signature of Person Making Affidavit (Undersigned listed above)

Program Manager  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 10<sup>th</sup> day of October 2019.

**7(1)(b);(c)**  
Notary Public

LINDSAY SULLIVAN TUCHMAN  
Notary Public-Maryland  
Baltimore County  
My Commission Expires  
August 08, 2021

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE:PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF California

COUNTY OF Orange

The Undersigned represents that s/he is Brad Allison ("Undersigned Subcontractor") the  
(Print Name)

Vice President of Schaltbau North America  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Schaltbau North America  
(Print) Name of Subcontractor Entity

**7(1)(b);(c)**

Date: 9/6/19

Signature of Person Making Affidavit (Undersigned listed above)

Vice President  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public see attached



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF New York

COUNTY OF New York

The Undersigned represents that s/he is Stefan Heckrath ("Undersigned Subcontractor") the  
(Print Name)

Senior Director, Finance and  
Business Administration, Rail Automation of Siemens Mobility, Inc.  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Siemens Mobility, Inc.  
(Print) Name of Subcontractor Entity

By: 7(1)(b);(c)  
Signature of Person Making Affidavit (Undersigned listed above)

Date: 10/16/19

Senior Director, Finance and Business Administration, Rail Automation  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 16 day of October 2019.

7(1)(b);(c)  
Notary Public

RACHEL V. ROVETTO  
Notary Public, State of New York  
No. 01RO6287747  
Qualified in New York County  
Commission Expires 08-19-2021

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The Undersigned represents that s/he is ESA HARJU ("Undersigned Subcontractor") the  
(Print Name)

CEO of TELESTE INFORMATION SOLUTIONS OY  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

TELESTE INFORMATION SOLUTIONS OY  
(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: 11 OCT 2019

Signature of Person Making Affidavit (Undersigned listed above)

CEO  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF California  
COUNTY OF Sacramento

The Undersigned represents that s/he is Remi-Brice Magne ("Undersigned Subcontractor") the  
(Print Name)  
General Manager of Televic US Corp  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Televic US Corp  
(Print) Name of Subcontractor Entity

**7(1)(b);(c)**

Date: 08/07/2019

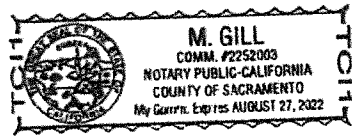
Signature of Person Making Affidavit (Undersigned listed above)

General Manager Televic US Corp  
(Print) Title of Person Making Affidavit

~~NOTARIZE HERE~~  
~~Subscribed and sworn to before me~~  
~~This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.~~

~~Notary Public~~

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



State California  
County of Sacramento  
Subscribed and sworn to before me on this  
7<sup>th</sup> day of August, 2019 by Remi Brice  
Proved to me on the basis of satisfactory evidence to be the person who appeared before me.  
7(1)(b);(c)  
Signature of Notary Public

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

Exhibit VI

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Quebec

COUNTY OF Kirkland, Montreal

The Undersigned represents that s/he is Kunal Gandhi ("Undersigned Subcontractor") the  
(Print Name)

Proposals Manager of Vapor Stone Rail Systems,  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)  
a division of Westinghouse Air Brake Technologies Corporation

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Vapor Stone Rail Systems, a division of Westinghouse Air Brake Technologies Corporation  
(Print) Name of Subcontractor Entity

By: Kunal Gandhi **7(1)(b);(c)**  
Signature of Person Making Affidavit (Undersigned listed above)

Date: August 22, 2019

Proposals Manager  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 22 day of August 2019

**7(1)(b);(c)**

Notary Public **7(1)(b);(c)** **1A0326**  
Me Carmen Awad, notaire inc.  
NOTAIRE ET CONSEILLERE JURIDIQUE  
40, rue Carvin  
Kirkland (Quebec) H9H 4S4  
Tel.: (514) 874-0974  
Fax: (514) 874-0977

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF PA

COUNTY OF York

The Undersigned represents that s/he is Ballett Gow ("Undersigned Subcontractor") the  
(Print Name)

Director RAIL, North America of VOITH Turbo Inc.  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

VOITH Turbo Inc.

(Print) Name of Subcontractor Entity

7(1)(b);(c)

Date: 31-July-2019

Signature of Person Making Affidavit (Undersigned listed above)

Director of RAIL, North America

(Print) Title of Person Making Affidavit

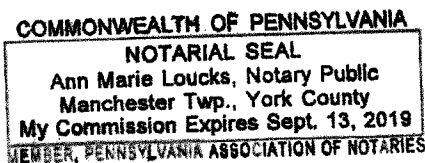
**NOTARIZE HERE**

Subscribed and sworn to before me

This 31st day of July, 2019

7(1)(b);(c)

Notary Public



**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF South Carolina

COUNTY OF Spartanburg

The Undersigned represents that s/he is Ramiro Leal ("Undersigned Subcontractor") the  
**(Print Name)**

VP & General Manager of Wabtec Passenger Transit, a division of  
Westinghouse Air Brake Technologies Corporation  
**(Print "President" or Other Proper Title)** **(Print name of Subcontractor Entity)**

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Wabtec Passenger Transit, a Division of  
Westinghouse Air Brake Technologies Corporation  
**(Print) Name of Subcontractor Entity**

By: Ramiro Leal **7(1)(b);(c)**  
**Signature of Person Making Affidavit (Undersigned listed above)**

Date: Aug/20/2019

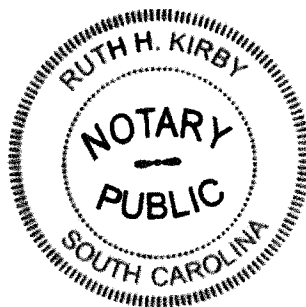
VP & General Manager  
**(Print) Title of Person Making Affidavit**

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 20th day of August 2019.

**7(1)(b);(c)**  
Notary Public

*My commission expires*  
*2/4/2021*



**Buy America Certification (Rolling Stock)**

The bidder/proposer must submit to Metra the appropriate Buy America certification below with its bid/proposal. Bids or proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 CFR § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

**Certificate of Compliance with Buy America Rolling Stock Requirements**

The bidder/proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR § 661.11.

Date: September 25, 2019

Signature: 7(1)(b);(c)

Company: Alstom Transportation Inc.

Name: C. Jack Martinson

Title: Vice President and Customer Director

**Certification of Non-Compliance with Buy America Rolling Stock Requirements**

The bidder/proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

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

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

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

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

Title: \_\_\_\_\_

**Buy America Certification (Rolling Stock) for VRE**

The bidder/proposer must submit for VRE the appropriate Buy America certification below with its bid/proposal. Bids or proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 CFR § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

**Certificate of Compliance with Buy America Rolling Stock Requirements**

The bidder/proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR § 661.11.

Date: September 25, 2019

Signature: 7(1)(b);(c)

Company: Alstom Transportation, Inc.

Name: C. Jack Martinson

Title: Vice President and Customer Director

**Certification of Non-Compliance with Buy America Rolling Stock Requirements**

The bidder/proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

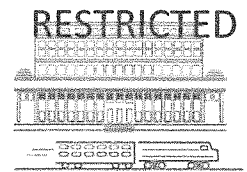
Date: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_



September 9, 2020

Metra

Attn: Materials Management Department, 11-E

547 W. Jackson Blvd.

Chicago, IL 60661Metra

**SUBJECT:** NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION (Metra) and VIRGINIA RAILWAY EXPRESS (VRE) Request for Proposal (RFP) 37383 New Push-Pull Commuter Rail Cars

Dear Metra and VRE:

Alstom Transportation, Inc. is grateful for the opportunity to submit our Best and Final Offer (BAFO) proposal in response to Metra's and Virginia Railway Express' BAFO Request to Alstom issued August 10, 2020.

Alstom has spent several weeks in discussions with Metra and VRE to address numerous technical items that were raised during our February Oral Presentations and in recent scope modifications to the original Request for Proposals, including the addition of Cybersecurity provisions. Alstom is pleased to present the result of these sessions in the form of our Best and Final Offer to Metra and VRE.

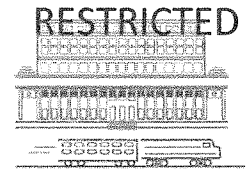
By choosing Alstom as the successful bidder for this procurement, Metra/VRE will benefit from Alstom's innovative design techniques, service-proven technologies, quality processes, efficient in-house manufacturing, and external partnerships with qualified and established suppliers.

Alstom understands we are delivering a highly engineered, revenue generating asset that must serve Metra and its riders for 40 years; this is a generational investment that will foster future growth within the Chicago and Washington DC Metro Areas. As such, we are committed to providing the best solution that meets the needs of both the current and future generations of Metra and VRE riders. This has been accomplished through weeks of technical discussions between the Alstom and Metra/ VRE teams as the needs and preferences of both railroads have been addressed in the comprehensive, and jointly defined technical specification.

Alstom's team of U.S. and global experts are mobilized and ready to support this program with a deep knowledge of U.S. standards, understanding of regional/commuter service requirements and years of experience delivering safe and reliable transportation to millions around the world. Our expert teams have been working for months and stand ready to deliver this project with high quality, class leading, high performing cars with the lowest total cost of ownership throughout their 40-year lifecycle.

Alstom is confident that our team can deliver the following to Metra and VRE

- Safety: Maintain the highest level of safety for your passengers and employees.
- Passenger focused experience: designed to attract new riders and exceed customer expectations for comfort, ease of movement with universal mobility and ride quality with welcoming interiors.



- Healthier Mobility: A flexible design team to support Post-Covid commuter rail service with features and solutions aimed at encouraging ridership to return and keep them safe on their journey.
- Maintainability: designed to maximize fleet availability and reduce equipment downtime to maximize the utilization of these critical assets.

Alstom maintains a broad footprint in the United States ready to support Metra and VRE throughout the life of this new fleet. Alstom's Hornell, New York facility has manufactured and serviced trains since 1850. Today we have more than 800 employees, including our manufacturing workforce represented by the International Association of Machinists and Aerospace Workers. Our Naperville, Illinois Services Hub has 100+ train life services employees dedicated to maximizing vehicle reliability and maintainability; starting from the design phase through the entire car lifecycle. The Rochester, New York facility has designed train control systems since 1904 and manages 500+ employees who are the U.S. rail industry experts on both passenger and freight railway signaling.

We look forward to partnering with Metra and VRE to:

- Provide an atmosphere, ambience, and amenities that exceed passenger expectations.
- Properly project Metra and VRE brands and identity.
- Optimize the interior layout for improved accessibility and passenger flow, and to minimize station dwell times.
- Deliver practical designs that will endure the next 40 years and serve as a symbol of reliability and durability for passengers to enjoy.

Alstom has included, in the following pages, a pricing assumptions document that details how Alstom arrived at the prices that are included in the attached price forms.

Yours sincerely,

7(1)(b);(c)

Jerome Wallut  
Senior Vice President  
Alstom North America



**Context of Alstom BAFO Offer to Metra**

**Alstom is committed to delivering the best value offer to Metra and VRE by balancing the unique technical needs of both railroads while respecting the budget constraints imposed by the global pandemic. Considering the current global and domestic economic climate, Alstom sees this as a unique opportunity to create hundreds of highly skilled, sustainable jobs today in New York, Illinois, Virginia, and across the U.S. and dedicate investment in the future of transit for two major economic regions of the United States that can help trigger long term economic growth within each region by further enabling the mobility options for their residents.**

**Main Pricing Assumptions**

-Our offer presented to Metra and VRE is technically complaint to the TS rev.07/23/2020

Our Offer, as stated above is compliant with all items included in the August 10, 2020 letter, "BAFO Price List," except for the following items

- Alstom Revised Payment schedule and Payment terms – Alstom is unable to accept the proposed payment schedule or payment terms of 60 days for review and 60 days for payment. We respectfully request a payment schedule with milestones that more closely aligns to our costs incurred during project execution (Appendix 1) and payment terms with 30 days for review and 30 days for payment.
- Alstom requests, given the addition of the new RAMS/ Software/Cybersecurity/COVID-19 requirements for an addition of 6 months to the base order schedule. Meaning Pilot Car delivery in NTP + 42 months versus the previous NTP+36 months and extend the completion of base order contract to NTP + 54 months for VRE and NTP + 72 months for Metra.
- As per Metra’s previous responses, the Terms & Conditions which are negotiable include: (1) liability cap, (2) exclusion of consequential and indirect damages, (3) liquidated damages cap, (4) conditions for breach of contract by Alstom, (5) intellectual property rights, (6) repairs by Alstom/Metra, and (7) milestone payments. It is agreed that these terms will be negotiated and agreed prior to contract signing. Alstom has revised the T&C exceptions that were not accepted, and request Metra’s review of the new Alstom proposal. Refer to “Appendix 1- Alstom’s Exceptions to Terms and Conditions” for the complete list of items. Please note that these are the most critical exceptions to highlight at this time, however, the entire T&Cs document will be subject to further review and comment.
- Alstom seeks agreement from Metra that both parties will work together during the design review process to mutually agree upon the sub-system and car level reliability targets, to agree together on the inputs to be considered for the brake thermal simulation for VRE application with only tread brakes as specified, and work with us to secure a waiver for the truck frame infringement on the clearance outline of the Metra and VRE defined gauge. The agreement on the gauge is critical, as a waiver is required on the current Amtrak gauge to allow our bogie design to perform as intended.



In the following section, Alstom will address some items that have influenced the pricing of the Metra/ VRE product in comparison with the recent market activity.

As the original bid was deposited nearly 10 months ago, numerous global events have occurred, and that time has impacted the previously quoted rates. This natural escalation across our supply chain has been felt and reflected in the most recent pricing received from our suppliers. It is this, coupled with a weaker US Dollar that has impacted greatly the effect of foreign currencies in our offer. While we are proudly an American carbuilder and we are confident we will meet and deliver on our Buy America commitments, the selective use of best cost suppliers is required to deliver value to our end customer. As such, Alstom would like to propose the following foreign currency exchange provision to reduce the end impact of foreign currency fluctuation.

**Base Car Order:**

Although this offer is made in US dollar (USD), a proportion of costs will be incurred in Euro (EUR). Therefore, Alstom proposes to revise the price items of our offer at the Notice to Proceed of the contract as follows:

$$P = P_0 \times \left( 12\% \times \frac{R}{R_0} + 88\% \right)$$

Where:

P represents, on the date of revision, the revised price in USD.

P<sub>0</sub> represents Alstom's Reference Price in USD indicated in this offer.

R represents, on the date of revision, the average exchange forward rate (EUR/USD) to sell forward USD against EUR according to the Contractual schedule of payments.

R<sub>0</sub> represents the EUR/USD Reference Forward Rate used in Alstom's Offer, based on estimative terms of payment. This Reference Forward Rate is **1 EUR = 1,2303 USD**

On the date of the revision, the prevailing exchange rates shall be captured from a reliable source of information such as Bloomberg or Reuters.

**Option Car Order(s):**

Although this offer is made in US dollar (USD), a proportion of costs will be incurred in Euro (EUR). Therefore, each time Metra will order additional cars, Alstom proposes to revise the car price of our offer at the date of the Notice to Proceed of the additional order as follows:

$$P = P_0 \times \left( 10\% \times \frac{R}{R_0} + 90\% \right)$$

Where:

P represents, on the date of revision, the revised price in USD.

P<sub>0</sub> represents Alstom's Reference Price in USD indicated in this offer.



R represents, on the date of revision, the average exchange forward rate (EUR/USD) to sell forward USD against EUR according to the Contractual schedule of payments.

R<sub>0</sub> represents the EUR/USD Reference Forward Rate used in Alstom's Offer, based on estimative terms of payment. This Referenced Forward Rate is **1 EUR = 1,2143 USD**

On the date of the revision, the prevailing exchange rates shall be captured from a reliable source of information such as Bloomberg or Reuters.

Alstom is very pleased to work with Metra and VRE to clearly define the right product to meet the unique needs of each railroad. The technical exchange between our teams has enabled Alstom's design to grow and evolve to include critical features and components for Metra and VRE, while removing items deemed not as critical to improve on the value of the product. Some of the changes from November 2019 As-Bid to our current offer that meets the July 23<sup>rd</sup>, 2020 Technical specification are included below.

- Modify commercially off-the-shelf HVAC to accommodate MERV 13 filters.
- Revise our carbody underframe to accommodate a new bogie design that better meets Metra's needs.
- Include mandatory option for ACORN communications – original bid assumed communications could be managed through TCMS network.
- Include Baultar flooring cost over our proposed solution to improve durability and performance.
- Include cybersecurity and software quality assurance development provisions to ensure critical infrastructure assets remain safe from cyber threats.
- Improve interior design for a better visibility and increase of seating capacity

These customizations will ensure that Metra and VRE receive rolling stock that best meets their current and future needs.

Alstom would like to include a provision that ensures that if: (1) our performance is acceptable and (2) options are funded and chosen, continuous production can be maintained. Alstom will require a minimum of 12 months notification, from the scheduled delivery of the last scheduled production car (base or option), to ensure continuity with our supply chain and prevent any potential delays due to material unavailability. If it is not possible to meet such an advance warning time, Alstom would require from Metra and VRE a production continuation fee to maintain our manufacturing operations and staffing to prevent delays during a production restart associated with a learning curve for new employees. Alstom is open to discussion with Metra and VRE on this topic to ensure unnecessary delays and cost are not incurred.

All these items have factored into our prices provided in the attached documents. Alstom again would like to express our gratitude and excitement at the prospect of helping deliver a critical infrastructure project for two major American cities.



Appendix 1 – Alstom’s Exceptions to Terms and Conditions

Please note that these are the most critical exceptions to highlight at this time, however, the entire T&Cs document will be subject to further review and comment.

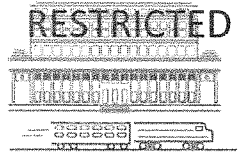
1. Section 1.9.3, 2.8. Per the response from Metra and VRE, the percentage of the liquidated damages cap is negotiable, and Alstom assumed a cap of 10% of the Total Contract Price in this BAFO Proposal. We additionally request that liquidated damages be included in overall cap on liability and shall be full and final satisfaction for any time delays. Liquidated damages shall also only be assessed for delays, and not for delayed warranty response or removal from service.
2. Sections 1.10.2. All invoices received by Metra and VRE will be approved or rejected and returned by Metra or VRE within 30 days. If invoice is approved, payment shall be made immediately, no later than 30 days after invoice submission.
3. Section 1.10.3. Regarding suspension of payments due to lack of grant funding, Alstom requests that it be able to: (a) allow Alstom to sell the corresponding receivables to a bank, and (b) provide the necessary instruments (promissory notes or letters of credit) or contractual commitment (tripartite agreement with the bank) permitting the sale of receivables on a non-recourse basis for Alstom.
4. Section 1.12.9. We note Metra and VRE’s response that they will consider alternative language to this section. Alstom assumes and can provide alternative language to address that the termination of Contractor for breach must include a higher threshold than simple failure to comply with a provision of the contract, or simple non-delivery of equipment.
5. Section 1.14.1. Metra and VRE understand that Alstom must be able to control the dissemination of its Intellectual Property and must be able to approve any other party’s use of our IP outside of Metra or VRE, including as referenced in this section to agents and assigns. We appreciate Metra and VRE’s suggestion of a narrowly drafted nondisclosure agreement as a possible solution.
6. Section 1.14.2. Escrow materials cannot be made immediately available to Metra or VRE in the event Contractor fails to support the continued use of the Proprietary Software by Metra or VRE, or upon the termination or expiration of the term of escrow. We appreciate Metra and VRE’s response that this will be considered in the drafting of the Escrow Agreement.
7. Sections 2.5.7, 2.5.8. Alstom shall make any repairs to the cars after notice from Metra or VRE. Only in the event that Alstom is negligent, or wilfully refuses to respond to such request, shall Metra or VRE be able to perform the repair on its own. Additionally, Alstom may, in its sole discretion, authorize Metra or VRE to make a repair. We appreciate that this clause is subject to negotiation with Metra and VRE.
8. Section 2.7.11. Any repairs needed for a Deficiency shall always be done by Alstom, unless Alstom is negligent or wilful in its refusal to address the Deficiency, or if Alstom allows Metra or VRE to perform the repair. We appreciate that this clause is subject to negotiation with Metra and VRE.
9. New Section. Alstom requires a cap on liability of 100% of the Total Contract Price (as adjusted for options). We appreciate that this clause is subject to negotiation with Metra and VRE.
10. New Section. Alstom requires exclusion of any party to the contract recovering indirect, special, or consequential damages. We appreciate that this clause is subject to negotiation with Metra and VRE.
11. New Section. Alstom requires a provision that if Contractor is not paid for an extended period of time, and such action is not rectified, then we may suspend or terminate the contract.
12. New Section. Alstom requires a specific COVID-19 pandemic clause outside of the force majeure clause to protect budget and schedule due to any extended government or economic shutdowns.



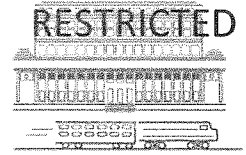
<b>Contractor:</b> Alstom Transportation, Inc.	<b>Contractor's Deviation No.:</b> 11
<b>Proposal Package No.:</b> 1	<b>Contract Section/Subsection/Page No.:</b> Requirement 2.9.6

Included in Alstom's Proposal is the following revised Milestone Payment Schedule for the Base and Options.

Milestone	Description of Work	% of Total Bid Price	Cumulative
1	Contract Award Base	10.0%	10.00%
2	Submittal of Project Management Plan; Quality Plan, Schedule	2.0%	12.00%
3	Issuance of all Major Systems POs the following items: Trucks; Couplers; Diaphragms; Doors; Door Operators; HVAC System; Seating; Lighting; Brakes; Communications; Low Voltage Power Supply/Battery Charger; Batteries; Alerter/Event Recorder; Camera Systems; Car Monitoring System; and Windows and Glazing;	5.0%	17.00%
4	Completion of PDR	3.0%	20.00%
5	Completion of IDR	3.0%	23.00%
6	Metra's approval of all design submittals and drawings.	5.0%	28.00%
7	Delivery of acceptable as-built drawings in electronic format, drawing list and Bill of Material, as-built updates of all manuals, as-built specifications, and photographs	2.0%	30.00%



9	Successful performance of training obligations.	0.5%	30.50%
10	Approval of Technical and Warranty Support Plan.	2.0%	32.50%
11	Issued after Contractor's receipt and acceptance of following components (1 milestone by Car)	see below	32.50%
11.1	Doors, Windows	7.00%	39.50%
11.2	Diaphragm, HVAC, Brakes, LVPS/Battery Charger	8.00%	47.50%
11.3	Trucks, Coupler	10.00%	57.50%
11.4	Lighting, Universal Toilet	6.00%	63.50%
11.5	Camera System, Car Monitoring System, Communications, Event Recorder	6.00%	69.50%
11.6	Seats	6.00%	75.50%
12	Issued after the Contractor's completion of the car shell and Metra's witness of car shell final dimension inspection. (1 milestone by Car)	8.00%	83.50%
13	Issued after the Contractor releases the car for in process testing under Section 19.2.3 of the Technical Specification M-18-011. (1 milestone by Car)	8.00%	91.50%
14	Issued after Contractor delivers and Metra approves Operating Manuals, Maintenance Manuals, Parts Manuals, electronic complete set of all drawings for production under Section 20.1.1 of the Technical Specification M-18-011, delivery of Training Program Phase I under Exhibit 1-S and Test Equipment under Section 20.9 of the Technical Specification M-18-011.	1.0%	92.50%
15	Issued after Conditional Acceptance for each Car. (1 milestone by Car)	5.0%	97.50%
16	Issued after Final Acceptance Contractor shall, provide Metra, pursuant to Sections 20.1.2, 20.2, 20.3, 20.4, 20.5, 20.6 and 20.7 of the Technical Specification M-18-011, as-built drawings in editable electronic format, drawings list and Bill of Material, as-built updates of all manuals, as-built specifications, and photographs, and complete Phase II of the Training Program under Exhibit 1-S.	0.5%	98.00%



17	Completion of Basic Warranty	2.0%	100.00%
<b>Option Cars</b>			
<b>Milestone</b>	<b>Description of Work</b>	<b>% of Total Bid Price</b>	<b>Cumulative</b>
18	Contract Award Option	15.0%	15.0%
19	Issuance of all Major Systems POs the following items: Trucks; Couplers; Diaphragms; Doors; Door Operators; HVAC System; Seating; Lighting; Brakes; Communications; Low Voltage Power Supply/Battery Charger; Batteries; Alerter/Event Recorder; Camera Systems; Car Monitoring System; and Windows and Glazing;	10.0%	25.00%
20	Issued after Contractor's receipt and acceptance of following components (1 milestone by Car)	see below	25.00%
20.1	Doors, Windows	13.00%	38.00%
20.1	Diaphragm, HVAC, Brakes, LVPS/Battery Charger	12.00%	50.00%
20.1	Trucks, Coupler	12.00%	62.00%
20.1	Lighting, Universal Toilet	5.00%	67.00%
20.1	Camera System, Car Monitoring System, Communications, Event Recorder	5.00%	72.00%
20.1	Seats	5.00%	77.00%
21	Issued after the Contractor's completion of the car shell and Metra's witness of car shell final dimension inspection. (1 milestone by Car)	8.0%	85.00%



22	Issued after the Contractor releases the car for in process testing under Section 19.2.3 of the Technical Specification M-18-011. (1 milestone by Car)	8.0%	93.00%
23	Issued after Conditional Acceptance for each Car. (1 milestone by Car)	5.0%	98.00%
24	Completion of the basic warranty.	2.0%	100.00%

**Rationale:**

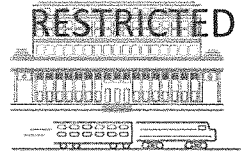
Alstom's has analyzed Metra's Milestone Payment Schedule and is proposing an Alternative Payment Schedule that more closely reflects Alstom's Proposed Delivery Schedule. The proposed Milestone Payment Schedule allows Alstom to better manage cashflow of the project.

**Price Forms**

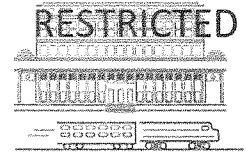
<b>METRA</b>			
<b>Item Description</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>
Trailer Car with Toilet (D/E)	\$3,166,630	100	\$316,663,000
Cab Car with Toilet (D/E)	\$3,471,944	30	\$104,158,320
Trailer Car without Toilet (D/E)	\$3,013,646	70	\$210,955,220
Engineering Costs (A)	N/A	N/A	\$104,332,024
Training Costs (B)	N/A	N/A	\$14,532,062
Payment & Performance Bond at 100% for all 200 Cars	\$	N/A	\$6,191,913
Documents & Warranty Costs (C)	\$	N/A	\$168,118
<b>Car Option Items (If Proposed)</b>			
Heated Floor [Technical Specification M-18-011 COPL CO-8-01]	\$48,099	200	\$9,619,800
USB/Outlets in Seats [Technical Specification M-18-011 COPL CO-8-02]	\$23,218	200	\$4,643,600
Foot Rests for Seats [Technical Specification M-18-011 COPL CO-8-03]	\$43,087	200	\$8,617,400
Tray Table for Seats [Technical Specification M-18-011 COPL CO-8-04]	\$40,091	200	\$8,018,200
Ticket Verification at Seats [Technical Specification M-18-011 COPL CO-8-05]	Space provided only - no solution defined	200	Space provided only - no solution defined
Seat Reservation [Technical Specification M-18-011 COPL CO-8-06]	\$1,042	200	\$208,400
Convenience Items [Technical Specification M-18-011 COPL CO-8-07]	\$93	200	\$18,600



Automatic Dimming [Technical Specification M-18-011 COPL CO-10-01]	\$480	200	\$96,000
Additional LLEPM Options [Technical Specification M-18-011 COPL CO-10-02]	\$1,076	200	\$215,200
Trainline Battery System [Technical Specification M-18-011 COPL CO-11-01]	Included in Base Offer	200	Included in Base Offer
Integrated Digital Trainline [Technical Specification M-18-011 COPL CO-11-02]	\$1,489	200	\$297,800
Remote Monitoring System [Technical Specification M-18-011 COPL CO-11-03]	\$42,312	200	\$8,462,400
Additional Infotainment Options [Technical Specification M-18-011 COPL CO-12-01]	\$296	200	\$59,200
ADA Passenger Enhancement Options [Technical Specification M-18-011 COPL CO-12-02]	\$477	200	\$95,400
Exterior Digital Signage [Technical Specification M-18-011 COPL CO-12-03]	\$5,952	200	\$1,190,400
Passenger Wi-Fi [Technical Specification M-18-011 COPL CO-12-04]	\$43,833	200	\$8,766,600
IETMS System [Technical Specification M-18-011 COPL CO-15-01]	Rail industry suppliers had no product to offer	30	Rail industry suppliers had no product to offer
Fatigue Recognition System [Technical Specification M-18-011 COPL CO-15-02]	Rail industry suppliers had no product to offer	30	Rail industry suppliers had no product to offer
Rear View Monitor [Technical Specification M-18-011 COPL CO-15-03]	Rail industry suppliers had no product to offer	30	Rail industry suppliers had no product to offer
Exterior Digital Display Sign [Technical Specification M-18-011 COPL CO-16-01]	\$5,582	200	\$1,116,400
Possible System Proposed Above Requirements of Technical Specification M-18-011	N/A	200	N/A



Possible System Proposed Above Requirements of Technical Specification M-18-011	N/A	200	N/A
Possible System Proposed Above Requirements of Technical Specification M-18-011	N/A	200	N/A
Possible System Proposed Above Requirements of Technical Specification M-18-011	N/A	200	N/A
Possible System Proposed Above Requirements of Technical Specification M-18-011	N/A	200	N/A
Possible System Proposed Above Requirements of Technical Specification M-18-011	N/A	200	N/A
Possible System Proposed Above Requirements of Technical Specification M-18-011	N/A	200	N/A
Possible System Proposed Above Requirements of Technical Specification M-18-011	N/A	200	N/A
<b>Spare Parts</b>			
Carbody Roof Section Part # _____	\$51,306	10	\$513,060
Carbody Side Section Part # _____	\$61,582	20	\$1,231,640
Carbody End Section Part # _____	\$74,208	20	\$1,484,160
Wheelchair Lift Part # _____	\$43,700	10	\$437,000
Low Voltage Power Supply Part # _____	\$23,270	10	\$232,700



A/C Unit Part # _____	\$64,275	16	\$1,028,400
Truck Complete "B" End Part # _____	\$311,648	5	\$1,558,240
Truck Complete "A" End Part # _____	\$311,648	5	\$1,558,240
<b>Specialty Tools and Test &amp; Diagnostic Equipment (Per Section 20.9 of Technical Specification M-18-011)</b>			
<i>Break Down of Specialty Tools and Test &amp; Diagnostic Equipment List (Per Section 20.9 of of Technical Specification M-18-011)</i>	-	-	-
• Portable Test Unit (PTU)	\$165,620	10	\$1,656,200
• BTE Event Recorder	\$56,478	Up to 4	\$225,912
• BTE HVAC	\$71,756	Up to 4	\$287,024
• BTE Brake Control	\$1,994,749	Up to 4	\$7,978,996
• BTE Doors	\$435,311	Up to 4	\$1,741,244
• BTE PACIS	\$300,820	Up to 4	\$1,203,280
• Special Tools HVAC	\$771,925	1	\$771,925
• Special Tools Brake	\$3,162,490	1	\$3,162,490
• Special Tools Doors	\$208,490	1	\$208,490
• Special Tools End Doors	\$175,150	1	\$175,150
<b>Grand Total Cost – Metra</b>			<b>\$833,880,207</b>



VRE			
Item Description	Unit Price	Quantity	Total Price
Trailer Car with Toilet	\$3,215,268	21	\$67,520,628
Cab Car with Toilet	\$3,660,181	0	\$
Engineering Costs	N/A	N/A	\$8,490,828
Training Costs	N/A	N/A	\$3,116,758
Payment & Performance Bond at 100% for all 21 Cars	\$	N/A	\$560,452
Documents & Warranty Costs	\$	N/A	\$175,897
<b>Grand Total Cost – VRE</b>			<b>\$79,864,563</b>

PA0001197 FOR NEW PUSH-PULL COMMUTER RAIL CARS  
CONTRACT SIGNATURE PAGE

By execution below Northeast Illinois Regional Commuter Railroad Corporation, D/B/A  
Metra/Metropolitan Rail accepts offer as indicated above.

7(1)(b);(c)

7(1)(b);(c)

Signature

\_\_\_\_\_  
CEO/Executive Director

2/24/21

\_\_\_\_\_  
Date of Award