



Request For Proposals

Implementation Hyperion Planning & Budgeting System

RFP No. : CQ18131

Date: February 28, 2018

Date: February 28, 2018

SUBJECT: RFP No. CQ18131

Dear Sir/Madam:

The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified contractor to provide consulting services to implement and integrate Oracle's Hyperion v12.1 with WMATA's existing PeopleSoft 9.1 system to provide computerized financial records management capability for approximately 125 users in the Chief Financial Officer's Office (CFO). An option is included to upgrade this implementation to integrate with PeopleSoft 9.2 when WMATA performs that upgrade.

If you have any technical, contractual, or administrative questions, please e-mail them to creid@wmata.com no later than Close of Business, March 14, 2018. WMATA will provide written answers on our website at www.wmata.com. If an amendment is issued resulting from questions and answers, it will be posted on our website.

Your proposal must be received with all required submittals as stated in the RFP, no later than **12:00PM, March 27, 2018** at WMATA, Office of Procurement and Materials, 600 Fifth Street, NW, Room 3C-02, Washington, DC 20001-2651.

Sincerely,

Contracting Officer
Office of Procurement and Materials

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Washington Metropolitan Area Transit Authority
RFP: CQ18131

INTRODUCTORY INFORMATION
SOLICITATION CERTIFICATIONS PAGE

CQ18131
Implementation Hyperion Planning & Budgeting System

APPROVED FOR RELEASE


Project Manager/Office Designee

2/22/18
Date


Contracting Officer

2/26/18
Date

END OF SECTION

**Washington Metropolitan Area Transit Authority
RFP: CQ18131**

DIRECTIONS FOR SUBMITTING OFFERS

1. Read and comply with the solicitation instructions.
2. Envelopes containing technical and price proposals must be sealed and separately marked and addressed to:

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 5th Street, N.W.
Washington, DC 20001
Room 3C-02
Attn: Charmyne D. Reid

ALL ENVELOPES OR PACKAGES MUST BE SEPARATELY MARKED WITH THE SOLICITATION NUMBER AS SPECIFIED HEREWITH.

PROPOSALS SHALL BE TIMELY MAILED OR HAND DELIVERED TO REACH WMATA BEFORE 12:00 P.M. (LOCAL TIME) March 27, 2018 ON DAY OF PROPOSAL CLOSING.

Washington Metropolitan Area Transit Authority
RFP: CQ18131

NOTICE TO OFFERORS

IN ORDER TO ENSURE THAT YOUR PROPOSAL COMPLIES WITH THE AUTHORITY'S PROCUREMENT REGULATIONS AND THAT IT WILL BE ACCEPTABLE TO THE AUTHORITY, THE FOLLOWING FORMS MUST BE COMPLETED & SUBMITTED AS SPECIFIED BELOW WITH YOUR OFFER:

- SOLICITATION, OFFER & AWARD FORM (Must be signed.) - VOLUME III
- PRICE SCHEDULE- VOLUME I
- REPRESENTATIONS AND CERTIFICATIONS- VOLUME III
- PRE-AWARD DATA- VOLUME III
- ACKNOWLEDGMENT OF AMENDMENTS (IF ANY)- VOLUME III
- TECHICAL PROPOSAL- VOLUME II
- PROOF OF INSURANCE ELIGIBILITY - VOLUME III
- APPENDIX C (IF APPLICABLE) - VOLUME III

FAILURE TO SUBMIT ANY PORTION OF THESE REQUIREMENTS AS SPECIFIED MAY CAUSE YOUR PROPOSAL TO BE CONSIDERED NONRESPONSIVE AND SUBSEQUENTLY REJECTED.

Questions concerning this Request for Proposals may be directed to Charmyne Reid at creid@wmata.com.

NOTICE TO ALL VENDORS

Please be advised that all vendors and contractors who do business with the Washington Metropolitan Area Transit Authority (WMATA) must register in the WMATA Vendor Registration System. Registration is located at <http://www.wmata.com>
New Vendor Registration.

If you are a vendor or contractor and *HAVE* done business with WMATA in the past, please electronically request your company's User ID and Password at <http://www.wmata.com>
Forgot User Id/Password.

Registered Vendor Benefits:

- Visibility to WMATA contract administrators and/or purchasing agents during the purchasing decision period;
- Visibility to other 17,500 registered vendors for possible business opportunities;
- Opportunity to update online, company information such as an e-mail address or contact person on-line;
- Ability to sign up for electronic payment option; and
- Ability to electronically reset user id and password.

Any questions regarding registration may be sent to clm@wmata.com.



**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
 SOLICITATION, OFFER AND AWARD**

CONTRACT NO.	SOLICITATION NO. RFP CQ18131	DATE ISSUED February 28, 2018	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
	<input type="checkbox"/> ADVERTISED <input checked="" type="checkbox"/> NEGOTIATED		

SOLICITATION

Sealed offer in original and copies for furnishing the supplies or services in the schedules will be received at Authority until 12:00 P.M. Local time March 27, 2018.

CAUTION – LATE OFFERS: See paragraph 6 of Solicitation Instructions.

All offers are subject to the following:

1. The Solicitation Instructions that are attached.
2. The Terms and Conditions that are attached.
3. The Price Schedule included herein and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications, as are attached or incorporated herein by reference.

Proposer's E-mail _____

Proposer's Phone Number _____

Proposer's Fax Number _____

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(Continued on the attached pages)				\$

DUN & BRADSTREET ID NUMBER: _____

OFFEROR

Name and Address (Street, city, county, state, and zip code)	Name and Title of Person Authorized to Sign Offer (Print or Type)
<input type="checkbox"/> Check if remittance is different from above — enter such address in Schedule	Signature Offer Date

AWARD (To be completed by The Authority)

ACCEPTANCE AND AWARD ARE HEREBY MADE FOR THE FOLLOWING ITEM(S):

ITEM NO.	QUANTITY	UNIT	UNIT PRICE

The total amount of this award is \$ _____

Name of Contracting Officer (Print of Type)

WASHINGTON METROPOLITAN TRANSIT AUTHORITY

AWARD DATE

SOLICITATION, OFFER AND AWARD

CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION RFP CQ18131

Amendment Number _____	Dated _____
Amendment Number _____	Dated _____
Amendment Number _____	Dated _____
Amendment Number _____	Dated _____
Amendment Number _____	Dated _____
Amendment Number _____	Dated _____

Failure to acknowledge receipt of all amendments may render the offer unacceptable.

Authorized Signature

Company Name

Date

PRICE SCHEDULE SHEET

WMATA contemplates awarding a fixed price contract, or best pricing alternative. At a minimum, labor categories, estimated hours per labor category, and rate(s) shall be provided.

Authorized Signature

Company Name

Date

RFP SOLICITATION INSTRUCTIONS

1. INTRODUCTION

- (a) The Authority seeks to award a contract to provide consulting services to implement and integrate Oracle's Hyperion v12.1 with WMATA's existing PeopleSoft 9.1 system to provide computerized financial records management capability for approximately 125 users in the Chief Financial Officer's Office (CFO). An option is included to upgrade this implementation to integrate with PeopleSoft 9.2 when WMATA performs that upgrade. To that end, it is issuing this Request for Proposals (RFP) to solicit proposals from qualified firms and individuals who can satisfy the requirements described herein.
- (b) Since this is a Best Value solicitation, award of a Contract hereunder shall be to the offeror whose proposal provides the best overall value to the Authority, based upon application of the evaluation criteria set forth in herein.
- (c) N/A
- (d) The Authority contemplates award of a fixed price contract, or best pricing alternative. Unless otherwise specified in the Price Schedule, the Authority reserves the right to make multiple awards pursuant to this solicitation.
- (d) **REQUIREMENTS CONTRACT – N/A**
- (e) In the event that the Contractor is unable or otherwise fails to provide goods or services within the time frames required in this Contract, the Authority reserves the right to procure them from any other source and in any other manner it deems appropriate. Nothing contained herein shall be deemed to waive, modify or impair the Authority's right to treat such failure as a material breach of the Contractor's obligations pursuant to the "Default" article under this Contract, or to pursue any other remedy to which the Authority may be entitled pursuant to this Contract, at law or in equity.
- (f) **INDEFINITE QUANTITY – N/A**

2. GOODS TO BE FURNISHED/SERVICES TO BE SUPPLIED

In preparing their proposals, offerors are advised that:

- (a) If "services" are to be performed pursuant to this solicitation, they must be provided in all respects as specified in the Contract and include the services to be furnished, together with any labor, materials or other work necessary for satisfactory and complete performance.
- (b) If "supplies" are to be provided pursuant to this solicitation, they must be delivered in all respects as specified in the Contract and include the items to be furnished, together with any labor, service or other work necessary for satisfactory and complete performance.

3. COMMUNICATIONS WITH THE AUTHORITY

Prospective offerors are advised that any and all communications with WMATA relating to this solicitation and made by, or on behalf of, a prospective offeror at any time between release of this

Request for Proposals and award of a Contract hereunder, must be directed to the Contract Administrator as follows: Charmyne Reid at creid@wmata.com.

A violation of this provision, deemed willful by the Authority, may result in a determination that an offeror is not responsible, and thus ineligible for award, for purposes of this and/or future Authority solicitations.

4. PREPARATION OF OFFERS

- (a) Offerors shall furnish all information requested by the solicitation and, in so doing, are expected to examine the Request for Proposals and all referenced documents carefully. Failure to do so will be at Offeror's risk.
- (b) The Offeror shall sign the solicitation and print or type its name on the Price Schedule and on each continuation sheet if an entry has been made. Erasures or other changes must be initialed by the person signing the offer.
- (c) Offerors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation
- (d) In preparing its proposal, an offeror should be aware that all prices for the work shall be deemed to include the cost of all work, labor and materials required by the Contract including, without limitation, delivery charges, insurance, bond premiums or any other expenses required by this Contract, as well as expenses associated with compliance with Federal, state or local laws or regulatory requirements. All prices are deemed to be F.O.B. Destination.

5. EXPLANATIONS TO OFFERORS

- (a) Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation or Contract including, without limitation, the terms and conditions, technical specifications or Statement of Work, and Contract drawings, must be requested in writing with sufficient time allowed for a reply to reach all offerors before proposal closing. Absent extraordinary circumstances, all inquiries must be transmitted in a time frame to ensure the Contracting Officer's receipt at least ten (10) days prior to the date specified for proposal closing. All such requests must be submitted via e-mail or first class mail to the Contract Administrator identified in Paragraph 3. Include the RFP number and Contract title in any correspondence.
- (b) Any information that the Authority furnishes to a prospective offeror relating to the solicitation will be provided in writing to all prospective offerors in the form of an amendment if, in the Contracting Officer's judgment, the information is necessary to the preparation and/or submittal of proposals or the lack of such information would be otherwise prejudicial to other prospective offerors. Offerors must acknowledge receipt of all amendments on the form provided.
- (c) Offerors are advised that oral explanations, representations or instructions of any kind relating to the subject matter of this solicitation given at any time before award of the Contract by any employee, officer or agent of the Authority, will not be binding upon the Authority. The Authority does not assume responsibility for the accuracy of any such communication.

- (d) The failure of a prospective offeror to request an explanation will serve to preclude it from claiming any ambiguity, inconsistency or error that should have been discovered by a reasonably prudent offeror.

6. PRE-PROPOSAL CONFERENCE

For the purpose of clarifying the terms, conditions, and requirements of this Request for Proposals, a pre-proposal conference will be held to respond to questions by prospective offerors. **This pre-proposal conference will be held at 1:00 p.m. on March 9, 2018, in the Lobby Training Room of the WMATA Jackson Graham Building, 600 5th Street, NW Washington, DC 20001.** It is requested that offerors submit their questions in writing, whether in advance of the meeting or during the meeting. Questions from the floor, however, are permissible.

7. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS

- (a) The Authority reserves the right to amend any of the terms of this RFP or the Contract, prior to the date set for the proposal closing. Copies of any such amendments as may be issued will be furnished in writing to all prospective proposers.
- (b) If, in the Contracting Officer's judgment, any amendment(s) would require material changes to price proposals and/or other substantive element(s) of the proposals, the date set for proposal closing may be postponed for such period as in the Contracting Officer's opinion will enable offerors to revise their proposals. In such instances, the amendment will include an announcement of the new date for proposal closing.
- (c) In the event of an amendment, all other terms and conditions of the solicitation shall remain unchanged.

8. ACKNOWLEDGMENT OF AMENDMENTS

Offerors are required to acknowledge receipt of all amendment(s) to the solicitation on the designated form to be submitted with their proposal. Failure to do so may, at the Contracting Officer's discretion, jeopardize the offeror's right to have its proposal reviewed by the Authority.

9. SUBMISSION OF PROPOSALS

Proposals, and any revisions thereto, shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Proposals shall show the hour and date specified in the solicitation for receipt, the solicitation number, and offeror's name and address on the face of the envelope. Faxed proposals will not be considered.

10. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

Offerors shall submit proposals as follows:

- (a) Proposal Format
 - (1) Volume I – Cost/Price - One (1) original copy via email **and** One (1) copy to be provided on a USB thumb drive in Microsoft Excel.
 - (2) Volume II – Technical - One (1) original **and** Five (5) copies on separate USB thumb drives. (**Shall not include cost/price information**)

- (3) Volume III – Contractual - One (1) original **and** One (1) copy on USB thumb drive of any required copies of the completed signed solicitation documents to include Representations, Certifications, Pre-Award Data, Certificate of Insurance, DBE requirements per Appendix B and Amendments, if any.
- (b) Cost/Price. All information relating to cost or pricing data must be included in Volume I. Under no circumstances shall cost or pricing data be included elsewhere in the proposal.
- (c) Technical Proposal. The technical proposal should address the stated Evaluation Criteria in such a manner as to enable the Authority to engage in a thorough evaluation of its overall technical merit. Technical proposals shall be specific, detailed and complete and shall demonstrate that the offeror has a thorough knowledge and understanding of the Contract's requirements. Offerors shall avoid generalized statements that for example, paraphrase the specifications or attest that "standard procedures will be employed." The Authority wishes to be satisfied that the offeror maintains an understanding of the specific Contract requirements and maintains the means to fully satisfy them.
- (d) Contractual. The Contractual volume shall contain a completed, signed Solicitation, Offer and Award form and include Representations, Certifications, Pre-Award Data, Certificate(s) of Insurance, SBLPP requirements per Appendix C (if applicable), and any amendments. In the event that the offeror takes any exception to any of the Contract's terms and conditions, wishes to propose alternative Contract language or is otherwise unwilling or unable to satisfy any of the Contract's requirements such information should be clearly noted on the first page(s) of Volume III of the proposal. Failure to take exception shall constitute the offeror's acceptance.

11. LATE SUBMISSIONS AND REVISIONS OF PROPOSALS

- (a) Any proposal or revision received at the office designated in the solicitation after the time specified for receipt will not be considered unless it was sent, properly addressed:
 - (1) By registered or certified U.S. or Canadian mail not later than the fifth (5th) day before the date specified for proposal closing. (e.g. A proposal or revision relating to a solicitation with a closing date of the 20th of a month must have been placed in registered or certified mail by not later than the 15th of such month.);
 - (2) By first class mail, if the Contracting Officer determines that the late receipt was due solely to the Authority's mishandling after delivery on its premises; or
 - (3) By U.S. Postal Service, Express Mail, Next Day Service, not later than 5:00 p.m. at the place of mailing two (2) business days prior to the date specified for proposal closing; or
- (b) A revision submitted after the date and time set for proposal closing will only be accepted if the Contracting Officer authorizes it. A submission in the nature of a Best and Final Offer ("BAFO") received after the time and date specified in the Contracting Officer's request for BAFOs will not be considered unless received before award and, in Contracting Officer's judgment, the late delivery was not attributable to the offeror's acts or omissions.
- (c) The only acceptable evidence to establish the time of receipt by the Authority is the time/date stamp of that event on the proposal or any other documentary evidence of receipt maintained by the Authority.

- (d) A proposal received after proposal closing may be considered if it is the only proposal received for the solicitation, or if a late revision of any otherwise successful proposal makes its terms more favorable to the Authority.

12. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice received by the Authority before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is appropriately demonstrated and the representative signs a receipt for the proposal before award. A proposal may not be withdrawn after ninety (90) days from proposal closing without the Contracting Officer's written approval.

13. RECEIPT AND REVIEW OF PROPOSALS BY THE AUTHORITY

- (a) There will be no public opening of proposals for this solicitation. Proposals will be opened by the designated Authority representative and copies of the three (3) volumes of the proposal will be distributed for review by Authority designated personnel only, as appropriate. All reasonable efforts will be made to ensure confidentiality of the information contained in the proposals, consistent with applicable provisions of law.
- (b) The Authority may award a Contract on the basis of the initial proposals as evaluated in accordance with the Evaluation Criteria without discussions. Accordingly, the initial proposal should contain the offeror's best terms from both a price and technical standpoint.
- (c) Notwithstanding a determination by the Authority to proceed without conducting substantive negotiations or discussions with offerors, the Authority may engage in communications with one (1) or more offerors relating to clarification(s) of their proposals.
- (d) The Contracting Officer may, in his or her discretion engage in oral or written discussions with one (1) or more offerors regarding the Authority's understanding of the proposals and/or to discuss deficiencies in the initial proposals. In determining those offerors with whom he or she chooses to engage in discussions, the Contracting Officer shall first make a determination regarding the initial proposals that he or she deems to be within the competitive range for Contract award. The Contracting Officer shall conduct discussions with all offerors submitting proposals that are within the competitive range.
- (e) The Contracting Officer may, following such discussions, direct those offerors whose proposals are within the competitive range to submit Best and Final Offers ("BAFOs"). In such instances, the Contracting Officer shall award the Contract based upon his or her review of the BAFOs in accordance with the Evaluation Criteria. Nothing contained herein shall limit, modify or impair the Contracting Officer's right to engage in any additional oral or written discussions or other communications relating to the solicitation that may, be consistent with the Authority's best interests.
- (f) N/A
- (g) N/A
- (h) The Authority maintains the right to waive informalities and minor irregularities in proposals at any time during the solicitation process.

14. EVALUATION CRITERIA AND BASIS FOR AWARD

BEST VALUE

Proposals will be evaluated based upon application of the following Evaluation Criteria:

- A summary of your prior experience in implementing Hyperion in governmental and quasi-governmental agencies. Prior experience in implementing Hyperion in transit agencies is especially relevant and prior experience in implementing Hyperion in PeopleSoft environments. Only experience with the past three years will be considered;
- Your proposed strategy to fulfill the project's stated objectives;
- The resumes of the key personnel you will assign to the project, stating which roles you intend to assign them to. The demonstrated experience shown in the resumes of your key personnel in both their technical roles and prior experience in implementing Hyperion. WMATA expects that the personnel proposed will be available to work on the project if an award is made within 120 calendar days of the proposal due date. The following personnel must be specified:
 - Project Manager;
 - Application Architect;
 - Data Architect;
 - Technical Lead;
 - Integrations Lead;
 - ETL Lead;
 - Change Management and Training Lead;
- Your proposed schedule for completing the project and the thoroughness of your strategy in meeting the project's objectives and the requirements in the RFP;
- A sample technical specification document for a similar Hyperion Implementation project;
- Two reference clients for Hyperion implementations that WMATA reserves the right to call if your proposal is judged to be in the competitive range;
- If your organization is Oracle certified, proof of the level of certification and its effective dates.

The Authority will award a contract to the responsible offeror whose proposal conforms to the solicitation and is judged to be the most advantageous to the Authority based on an overall assessment of technical merit and price in accordance with the Evaluation Criteria. In conducting this assessment:

1. Technical Considerations Most Important:

The Authority is more concerned with obtaining superior technical or business management features than with making an award at the lowest overall cost to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical or management features.

15. RATINGS FOR PROPOSAL EVALUATION CRITERIA – (BEST VALUE ONLY)

Each criterion will be rated using the adjectival scoring method as follows:

Definition of adjectival rankings:

- | | |
|--------------|--|
| Exceptional | Exceeds specified performance or capability in a beneficial way to WMATA, and has no weakness. |
| Acceptable | Meets evaluation standards required under the technical provisions. Weaknesses are correctable. |
| Marginal | Fails to meet evaluation standard; however any significant deficiencies are correctable. Lacks essential information to support a proposal. |
| Unacceptable | Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Proposal would have to undergo a major revision to become acceptable. Demonstrated lack of understanding of WMATA's requirements or omissions of major areas. |

A rating of "Acceptable" or higher is required to be eligible for award consideration. Offerors are cautioned to be aware of this standard when preparing proposals.

16. RATINGS FOR ACCEPTABILITY CRITERIA (LOW PRICE, TECHNICALLY ACCEPTABLE, ONLY):

N/A

17. PRICE PROPOSAL EVALUATION

- (a) The Contracting Officer will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Costs will be evaluated in terms of the following:
- (1) Submittal of proposed prices for both the base year (s) and the option year(s), if any;
 - (2) Any offer that is materially unbalanced may be rejected. An unbalanced offer is one (1) that is based on prices that are significantly overstated for some items and understated for other items;
 - (3) The Contracting Officer will compare the price proposals to the Authority's estimate and otherwise determine reasonableness by performing a price analysis, if adequate competition exists. If, in the Contracting Officer's judgment, adequate price competition does not exist, he or she will conduct a cost analysis in order to ascertain whether the proposed price is fair and reasonable;
- (b) The offeror shall provide certified cost or pricing data if the Contracting Officer requests it.

18. TECHNICAL PROPOSAL EVALUATION

The Authority will evaluate the technical proposal in accordance with the "Evaluation Criteria" set forth in paragraph 14 and render an assessment as to the overall technical merit of the proposal. The proposal's failure to demonstrate that it meets or surpasses an acceptable level with respect to any such element may result in a determination that the proposal is unacceptable and thus ineligible for award.

19. PRE-AWARD INFORMATION/CONTRACTOR RESPONSIBILITY

- (a) In order to be eligible for award of a Contract, a proposer must affirmatively demonstrate to the Contracting Officer's satisfaction that it is responsible for purposes of this Solicitation. Such demonstration must include a showing that it maintains the requisite integrity, overall technical expertise and experience, (including prior performance on other Authority contracts or contracts with other government agencies), and sufficient financial resources to perform the Contract in a timely, satisfactory and appropriate manner.
- (b) The Contracting Officer may conduct a pre-award survey and/or take other actions to obtain information regarding the proposer's responsibility, if its offer is in the competitive range or is otherwise under consideration for award. The proposer shall promptly supply information that the Contracting Officer requests regarding its responsibility in such manner and form as he or she requests.
- (c) Among other items, a proposer shall furnish the following when the Contracting Officer requests:
 - (1) A completed and signed "Pre-Award Evaluation Data" form (copy attached), including all referenced financial statements and information;
 - (2) Evidence of good standing in the System for Award Management (SAM) at www.sam.gov.
 - (3) Small Business Local Preference Program (SBLPP) documentation (if applicable) as set forth in Appendix C. The offeror's failure to supply this information or otherwise fully cooperate with the Authority's inquiry may result in a determination that the offeror is not responsible for purposes of this solicitation and thereby ineligible for award.

20. PRE-AWARD MEETING

The Authority reserves the right to require that a pre-award meeting be held with the apparent successful offeror prior to Contract award in order to review the offeror's understanding of the Contract's requirements and/or further assist the Authority in determining the offeror's responsibility for purposes of award. The Contractor shall be represented at such meeting by individual(s) fully familiar with the Contractual requirements including, where so requested by the Contracting Officer, representative(s) of one or more major subcontractor(s).

21. SITE VISIT/INSPECTION OFFEROR'S FACILITIES

N/A

22. CONTRACT AWARD

- (a) At the conclusion of the technical and price evaluation processes, the Contracting Officer will award a Contract to the responsible offeror whose proposal conforms to the solicitation and is the most advantageous to the Authority based upon application of the Evaluation Criteria. Such determination shall be based upon the initial proposals received where the Contracting Officer determines not to conduct discussions or shall be based upon the BAFOs, if the Contracting Officer directs their submission.
- (b) N/A

- (b) A written award mailed or otherwise furnished to the successful offeror at any time prior to withdrawal of the proposal shall result in a binding Contract without further action by either party. Discussions conducted after receipt of an offer do not constitute the Authority's rejection or counteroffer.
- (c) The Authority reserves the right to reject and any all proposals received and decline to enter into a Contract pursuant to this solicitation, if it deems such action is in the Authority's best interests.

23. PERFORMANCE/PAYMENT BONDS

N/A

24. OPPORTUNITY FOR DISADVANTAGED BUSINESS ENTERPRISES (DBE) TO PROPOSE AND PRIME CONTRACTORS TO WORK WITH DBE'S

The Washington Metropolitan Area Transit Authority hereby notifies all prospective offerors that it will affirmatively ensure that disadvantaged minority business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the basis of race, color, creed, sex, religion, national origin, disability, sexual preference or gender identity in consideration for award.

The Washington Metropolitan Area Transit Authority is committed to and encourages the utilization of DBE's by providing maximum practicable opportunities for these entities to participate in its procurement process. While there is no DBE goal, the Authority will evaluate proposals to determine which offeror(s) propose the best value in terms of including DBE's as a part of their team, which could present a cost savings to WMATA.

25. WMATA'S TAX EXEMPT STATUS

- (a) Pursuant to Article XVI, Paragraph 78, of the Washington Metropolitan Area Transit Authority's Compact, as adopted by the State of Maryland, the District of Columbia, and the Commonwealth of Virginia, with the authorization and consent of the Congress of the United States, the Authority has been accorded exemption from taxes as follows:

"The Authority and the Board shall not be required to pay taxes or assessments upon any of the property acquired by it or under its jurisdiction, control, possession or supervision, or upon its activities in the operation and maintenance of any transit facility or upon any revenues therefrom, and the property and income derived therefrom shall be exempted from all Federal, State, District of Columbia, municipal, and local taxation. This exemption shall include without limitation, all motor vehicle license fees, sales taxes and motor fuel taxes."

- (b) By submission of its proposal, the offeror certifies that none of the taxes that the Authority is exempt from are included in its cost proposal.

26. RESTRICTION ON DISCLOSURE AND USE OF DATA

The Authority shall provide all reasonable precautions to ensure that proprietary, technical and pricing information remains within the review process. Offerors shall attach to any proprietary data submitted with the proposal the following legend:

- (a) "This data furnished pursuant to this RFP shall not be disclosed outside the Authority, be duplicated, or used, in whole or in part, for any purpose other than to evaluate the offer. If a Contract is awarded on the basis of this offer, the Authority shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever.
- (b) This information does not limit the Authority's right to use information contained in this data, if the Authority obtains it from another independent, legitimate source.
- (c) Except for the foregoing limitation, the Authority or its agents may duplicate, use, and disclose in any manner and for any purpose whatsoever, all data furnished in response to this solicitation."

27. ENGLISH LANGUAGE AND UNITED STATES CURRENCY

With respect to both this solicitation and the resultant Contract:

- (a) All communications (oral, written, electronic and otherwise including but, not limited to, software coding) shall be in the English language.
- (b) All pricing shall be in United States dollars.

28. BRAND NAME OR EQUAL

- (a) If items called for by this RFP have been identified in the Price Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering "equal" products including products of the brand name manufacturer other than the one (1) described by brand name will be considered for award, if such products are clearly identified in the proposals and the Authority determines them to fully meet the salient characteristics (physical, functional, or performance) requirements in the Statement of Work (SOW).
- (b) Unless the offeror clearly indicates in its proposal that it is offering an "equal" product, the proposal shall be considered as offering a brand name product referenced in the RFP.
- (c) If the offeror proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished in the space provided in the RFP, or such product shall be otherwise clearly identified in the proposal. The determination as to equality of the product offered shall be at the Authority's sole discretion.

CAUTION TO OFFERORS. WMATA is not responsible for locating or securing any information that is not identified in the proposal and reasonably available to the Authority. The offeror must furnish as a part of its proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Authority to determine whether the product offered meets the salient characteristics of the RFP.

The information furnished may incorporate by specific reference, information previously furnished or otherwise available to the Authority. If the Offeror proposes to modify a product to make it

conform to the RFP, it shall include in the proposal, a clear description of such proposed modifications, and clearly mark any descriptive material to show the proposed modifications.

29. REQUESTS FOR RECORDS

The Washington Metropolitan Area Transit Authority (WMATA), in the regular course of business, may receive from the public, including prospective vendors and bidders, requests for records on a variety of topics. It is WMATA's policy to make official agency records, including electronic records, available to the public, unless specifically prohibited by WMATA's policy or applicable laws.

- (a) "Records" means any existing writings, drawings, maps, recordings, tapes, film, microfilm, correspondence, forms, cards, photographs, optical disks, photo copies, and records stored by computer (electronic records) that are made or received by WMATA in connection with a public contract. A record does not include uncirculated personal notes, papers, electronic records and any other records that were created and retained solely as work papers for personal use of the Contracting Officer, Contract Administrator or other WMATA employee.
- (b) WMATA's contracting process allows for the release/posting of certain information concerning this Contract after its award. This includes the name of the successful offeror and the amount of the award. This information is available on WMATA's website under "Business with Metro" or directly from the Contract Administrator.
- (c) Upon WMATA's request, the successful offeror shall be required to provide a redacted copy of the successful technical and price proposals with confidential and proprietary information redacted.
- (d) After the award is announced, the winning proposal may be subject to release under WMATA's Public Access to Records Policy (PARP).
- (e) When WMATA determines that a successful proposal will be of wide public interest, WMATA will post the redacted proposal on its website. When WMATA receives three (3) or more requests for a successful proposal, WMATA will post the redacted proposal on its website.
- (f) Requests for Records that are not made available during the procurement process and that are not generally made available during the de-briefing process will be submitted in accordance with the PARP. Requests must be in writing and sent by mail to the Office of General Counsel, Washington Metropolitan Area Transit Authority, 600 Fifth Street, NW, Washington, D.C. 20001, or by electronic mail at parpprivreq@wmata.com or by facsimile to the attention of the PARP Administrator at (202) 962-2550. If a request for records is sent directly from the requestor to a Contract Administrator, department, or independent office, that entity shall immediately forward the request to the PARP Administrator in the Office of General Counsel. If records are subject to a PARP request, a member of the PARP team will contact the company to begin the PARP document review process, which includes providing detailed written justifications for any information for which exemptions are claimed.
- (g) Neither WMATA's proposal/debriefing process nor the PARP process generally allow for the release of information that would cause competitive harm to the proposers, other organizations, WMATA's employees, or interests. Information that will be withheld includes the following:

- (1) The names of unsuccessful offerors;
 - (2) The technical and price proposals of unsuccessful offerors;
 - (3) Personal information (this does not include education and qualifications which are released) about the successful offeror or its employees that is not available to the public on the website of the successful offeror;
 - (4) Unit price details of the successful price proposal (this does not include the bottom line price, which is released);
 - (5) WMATA's technical evaluation of any proposals submitted to WMATA pursuant to a solicitation;
 - (6) The names of the vendors who file a protest to the solicitation or its award;
 - (7) The written adjudication of any protests;
 - (8) Personal information concerning WMATA's employees; and
 - (9) Trade secrets and confidential commercial or financial information obtained from an offeror.
- (h) If your company's records are subject to a PARP request (i.e., if it is the successful offeror), a broad claim of confidentiality for the entire proposal or pages of the proposal is rarely acceptable, and will likely be rejected during the PARP process. Therefore, WMATA suggests that you narrowly identify your confidential/proprietary information based on the following guidance:
- (i) Information that may be withheld/redacted:
- (1) Detailed pricing except bottom line offer amounts;
 - (2) Trade Secrets;
 - (3) Unique proprietary solutions not publicly known;
 - (4) Employee/personnel names below the executive level; however, information regarding qualifications of employees is released; and
 - (5) Subcontractor/vendor identities, if not publicly known.
- (j) Public information subject to release:
- (1) Any information on your company's website;
 - (2) Publicly known information (even if not on your company's website);
 - (3) General company background;
 - (4) Mere compliance with RFP requirement; and
 - (5) Anything standard to the industry.

30. NOTICE OF PROTEST POLICY

- (a) The Authority's procedure for the administrative resolution of protests is set forth in Chapter 17 of the Procurement Procedures Manual. The procedures contain strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters.
- (b) Alleged violations must be submitted to the Contracting Officer who will administratively decide the protest.
- (c) The United States District Courts for the Districts of Maryland, Virginia and the District of Columbia, and the local courts in Maryland, Virginia and the District of Columbia have jurisdiction over court actions concerning protest decisions.

REPRESENTATIONS & CERTIFICATIONS

Instructions: Check or complete all applicable boxes or blocks on this form and submit it with your offer.

1. TYPE OF BUSINESS ORGANIZATION

By submission of this offer, the offeror represents that it operates as an individual, a partnership, a limited liability company, a joint venture, a nonprofit organization, or a corporation, incorporated under the laws of the State of _____.

Name	Signature
Title	Company
Date	

2. AFFILIATION AND IDENTIFYING DATA

Each offeror shall complete 2.1, 2.2 if applicable, and 2.3 below, representing that:

2.1 It is, is not, owned or controlled by a parent company. For this purpose, a parent company is defined as one that either owns or controls the activities and basic business policies of the offeror. To own another company, means that the parent company must own at least a majority, i.e., more than fifty percent (50%), of the voting rights in that company. To control another company, such ownership is not required. If another company is able to formulate, determine or veto the offeror's basic business policy decisions, such other company is considered the parent of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, Contractual arrangements or otherwise.

2.2 If the offeror is owned or controlled by a parent company, it shall insert in the space below the name and main office address of the parent company:

 Name of Parent Company

 Main Office Address (including ZIP Code)

2.3 If the offeror has no parent company, it shall provide in the applicable space below its own employer's identification number (E.I.N.), (i.e., number used on Federal tax returns or, if it has a parent company, the E.I. N. of its parent company).

Offeror E.I. N.: _____ or, Parent Company's E.I. N.: _____

Name	Signature
Title	Company
Date	

3. SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)

This representation is applicable to non-federally assisted contracts. By submission of this offer, the offeror represents that:

- (a) It is, is not, a small business and local preference program enterprise certified firm. "Small Business and Local Preference Program" enterprise means a for profit small business concern that is located in the District of Columbia, Maryland, or Virginia and meets the U.S. Small Business Administration small business size standards.

Name	Signature
Title	Company
Date	

4. COVENANT AGAINST GRATUITIES

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any Board member, employee or agent of the Authority with the view toward securing favorable treatment in the awarding, or administration of this Contract.

Name	Signature
Title	Company
Date	

5. CONTINGENT FEES

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- 5.1 It has, has not, employed or retained any company or persons (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this Contract, and
- 5.2 It has, has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract.

Name	Signature
Title	Company
Date	

6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is applicable to federally assisted contracts over \$25,000.

6.1 Primary Covered Transactions. This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of any resultant Contract.

6.1.1 In accordance with the provisions of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180, Subpart C, the offeror certifies to the best of its knowledge and belief that it and its principals:

6.1.1.1 are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

6.1.1.2 have not, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.1.1.3 are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this certification; and have not, within a three (3) year period preceding this offer, had one (1) or more public transactions (Federal, state, or local) terminated for cause or default.

6.1.2 Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this offer.

6.2 Lower Tier Covered Transactions. This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of this Contract.

6.2.1 The prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or agency.

6.2.2 Where the prospective lower tier subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6.3 The Certification required by 6.2, above, shall be included in all applicable subcontracts and the Contractor shall keep a copy on file. The Contractor shall be required to furnish copies of certifications to the Contracting Officer upon his or her request.

Name	Signature
Title	Company
Date	

7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

7.1 By submission of its offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

7.1.1 The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or with any other competitor;

7.1.2 Unless otherwise required by law, the prices that are quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and

7.1.3 No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer, for the purpose of restricting competition.

7.2 Each person signing this offer certifies that:

7.2.1 He or she is the person in the offeror's organization responsible for the decision regarding the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 7.1.1 through 7.1.3 above; or

7.2.2 He or she is not the person in the offeror's organization responsible for the decision regarding the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to 7.1.1 through 7.1.3 above; or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

8. NONDISCRIMINATION ASSURANCE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, in connection with this procurement, that it will

not discriminate on the basis of race, color, creed, religion, national origin, sex, age, disability, sexual preference and/or gender identity in the performance of this Contract. The offeror is required to insert the substance of this clause in all subcontracts and purchase orders. The Contractor's failure to carry out these requirements is a material breach of this Contract, that may result in the termination of this Contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer, that it will include this certification, without modification, in all subcontracts and purchase orders.

Name	Signature
Title	Company
Date	

9. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS

For purposes of this disclosure, terms in bold are defined by the Code of Ethics for Members of the WMATA Board of Directors a copy of which is available at www.wmata.com. Financial interests include ownership interests and prospective and actual income. Firm includes parents, subsidiaries and affiliates.

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that to the best of its knowledge, information and belief in connection with this procurement:

9.1 No WMATA **Board member, household member or business associate** has a financial interest in this firm, in a **financial transaction** with the Authority to which this firm is a party or prospective party, or in an **actual or prospective business relationship with the Authority** to which this firm is a party.

9.2 The following WMATA **Board member(s), household member(s) or business associate(s)** has a financial interest in this firm, in a **financial transaction** with the Authority to which this firm is a party or prospective party, or in an **actual or prospective business relationship with the Authority** to which this firm is a party. Include in "Nature of Interest" below, a description of the financial interest and (1) for ownership interests, the value of the interest, the name and address of the firm in which the interest is held, and the total equity or equivalent interest of the firm; and (2) for income, the amount of all income received by the **Board member, household member or business associate** in the current and preceding fiscal year for services provided, and the name and address of the firm from which the income was received.

Name of Board Member Household Member or Business Associate	Nature of Interest

9.3 The certification required by 9.1 and 9.2 above shall be included in all subcontracts. The prime contractor shall furnish copies of certifications to the Contracting Officer and retain a copy for inspection upon his or her request.

Name	Signature
Title	Company
Date	

10. CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY)

By submission of this offer, the offeror certifies that:

- 10.1** It will contract with or engage a reputable third-party vendor to conduct, criminal background screenings of all Contractor personnel who will have access to WMATA's customers, WMATA's property, or WMATA's information in connection with this Contract. This requirement also applies to Contractors who engage with the general public on WMATA's behalf.
- 10.2** It will screen for criminal convictions, taking into consideration (1) the nature of the services or work being performed under the contract with particular regard for the individual's access to, and interaction with, WMATA's customers, property, and confidential information; (2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence, all Contractor personnel who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information and who work on this Contract during each calendar year within this Contract's period of performance. The Offeror will provide certification that it conducted these screenings to the Contracting Officer's Technical Representative (COTR) on a quarterly basis, on a form provided.
- 10.3** The Contractor shall submit to the COTR, a list of all employees and agents who will require Contractors' access badges not less than 7 days prior to the date on which access will be required.
- 10.4** The Offeror will determine that all Contractor personnel working on this Contract during the calendar year passed the Contractor's criminal background screening and will be in good standing and otherwise fit to work on this Contract.
- 10.5** The Offeror has not obtained or otherwise been made aware of any information about any Contractor personnel working on this Contract that contradicts or otherwise impacts the Contractor's determination that such persons passed the Contractor's criminal background screening and/or are fit to work on this Contract.
- 10.6** The Contractor will flow this requirement down to all of its subcontractors who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information within this Contract's period of performance.

Name	Signature
Title	Company
Date	

111. CERTIFICATION REQUIRED FOR ALL SAFETY-SENSITIVE¹ CONTRACTS.

- 11.1** By submission of this offer, the offeror represents and certifies that it will comply with the Federal Transit Administration (FTA) regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, and applicable provisions of the U.S. Department of Transportation (DOT) regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. Part 40.
- 11.2** Offeror agrees that its employees and agents, including but not limited to, safety-sensitive subcontractors will be enrolled in a drug and alcohol testing program that meets the policy and procedural requirements listed in Appendix A of this document.
- 11.3** Offeror understands that Washington Metropolitan Area Transit Authority (WMATA) will perform oversight during the contract's period of performance to ensure that the successful offeror complies with the DOT/FTA regulations.
- 11.4** Failure to comply with this certification may result in WMATA issuing sanctions and pursuing available contractual remedies.

Name	Signature
Title	Company
Date	

¹ See the Combined Glossary for a definition of "safety-sensitive."

PRE-AWARD EVALUATION DATA

PROJECT DESCRIPTION: _____

1. Name of firm _____

2. Address: _____

3. Individual Partnership Corporation Joint Venture

4. Date organized _____.

State where incorporated or organized _____.

5. Names of officers or partners:

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

6. How long has your firm been in business under its present name?

7. Attach as Schedule One (1) a list of similar current contracts that demonstrate your firm's technical proficiency, each with contract amount, name of contracting party, character or type of work and percentage of completion.

8. Attach as Schedule Two (2) a list of similar contracts, each with contract amount, name of contracting party, and character or type of work for similar contracts completed in the last two (2) years.

9. In the last two (2) years has your firm been denied an award where it was the offeror?

If the answer is yes, attach as Schedule Three (3) the full particulars regarding each occurrence.

10. Has your firm failed to complete, in the last two (2) years, any contract on which it was the offeror?

If the answer is yes, attach as Schedule Four (4), the full particulars regarding each occurrence.

11. Financial resources available as working capital for the Contract:

a. Cash on hand: \$ _____

- b. Sources of credit: _____
12. Attach as Schedule Five (5) financial statements and letters from banks regarding credit as required by the "Pre-Award Information" article.
 13. What percentage of work (Contract amount) does your firm intend performing with its own personnel? %.
 14. Attach as Schedule Six (6), a list of all principal subcontractors and the percentage and character of work (Contract amount) that each will perform. Principal items of work shall include, but not be limited to, those items listed in the "Pre-Award Information" article.
 15. If the Contractor or subcontractor is in a joint venture, submit "Pre-Award Evaluation Data" forms for each member of the joint venture.

The above information is confidential and will not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

TERMS AND CONDITIONS

CHAPTER I – TERMS AND CONDITIONS

1. AGREEMENT

The work to be performed under this Contract may briefly be described as consulting services to implement and integrate Oracle's Hyperion v12.1 with WMATA's existing PeopleSoft 9.1 system to provide computerized financial records management capability for approximately 125 users in the Chief Financial Officer's Office, including all necessary or incidental work, labor and materials. The Contractor agrees to perform the work in accordance with requirements and terms and conditions hereinafter set forth in this Contract. In consideration for the Contractor's complete, satisfactory and proper performance of the Contract, the Authority agrees to pay to the Contractor, and the Contractor agrees to accept as full compensation, the sums of money set forth in the Price Schedule at the time and in the manner and upon the terms and conditions set forth in the Contract.

2. ARRANGEMENT OF CONTRACTUAL PROVISIONS

For ease of reference, this Contract is divided into chapters, articles (also referred to as "clauses") paragraphs and subparagraphs. While the chapters and articles are titled, it is understood that both the use of such titles and the manner and overall arrangement of the Contractual provisions are intended solely for the convenience of the parties and are without independent Contractual or legal significance.

3. ORDER OF PRECEDENCE

- (a) Any inconsistency in the Contract shall be resolved by giving precedence to the following order: (a) terms and conditions (b) the specifications or Statement of Work; (c) drawings, if any; (d) other documents, exhibits, and attachments generated by the Authority as part of the Contract; (e) the technical proposal, if any, and other Contractor submissions generated as part of the Contract. In the event of a conflict within or between provisions entitled to equal precedence, the more stringent requirement shall apply.
- (b) Notwithstanding paragraph (a), if this Contract is funded, in whole or part, through funding provided by the Federal Government, all contract terms mandated for inclusion by the Federal Government shall be deemed to supersede any other conflicting or inconsistent provisions of the Contract.

4. REQUIREMENTS CONTRACT

N/A

5. INDEFINITE QUANTITY CONTRACT

N/A

6. ORDERING

N/A

7. ORDER LIMITATIONS

N/A

8. AUDIT, AVAILABILITY, AND INSPECTION OF RECORDS

- (a) Authorized persons. The Contracting Officer and his or her representatives, including representatives of the Authority's governing jurisdictions and any other Federal, state, or local entity providing funding for this Contract and the U.S. Comptroller General shall have access and inspection rights described in this article.
- (b) Examination of costs. The Contractor shall maintain, and the Contracting Officer shall have the right to examine and audit, all records sufficiently to properly reflect all costs incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection of the Contractor's facilities engaged in performing this Contract at all reasonable times.
- (c) Cost or pricing data. If the Contractor is required to submit cost or pricing data in connection with any pricing action relating to this Contract, the Contracting Officer shall have the right to examine and audit all of the Contractor's records related to: (1) any proposal for the Contract, subcontract, or modification; (2) any clarifications or discussions conducted on the proposal; (3) pricing of the Contract, subcontract or modification; or (4) performance of the Contract, subcontract or modification.
- (e) Availability. The accounts, records and cost information required to be originated under this Contract, and together with all other accounts, records and cost information related to this Contract, shall be maintained and made available by the Contractor and subcontractor(s):
 - (1) At their offices at all reasonable times for inspection, audit, reproduction or such other purposes as the Contracting Officer or by anyone he or she authorizes may require or pursuant to any other provision of this Contract; and
 - (2) Except to the extent otherwise expressly set forth in this Contract, until three (3) years from the date of final payment under this Contract. If the Contract is completely or partially terminated, such records shall be maintained for a period of three (3) years from either the date of any resulting final settlement or the date of final payment, whichever is later? If a pricing adjustment is involved in any dispute or litigation related to this Contract, such records shall be maintained for a period equal to the later of three (3) years from the date of final payment or one (1) year following the final disposition of the dispute or litigation.
- (e) Subcontracts. The Contractor shall insert this article, in all subcontracts that exceed \$150,000.

9. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not guaranteed for performance under this Contract beyond the current fiscal year that ends on June 30th. The Authority's obligation for performance of this Contract beyond that date is contingent upon the availability of funds from which payment for Contract purposes can be made. The Authority's legal liability for any payment cannot arise for performance under this Contract, until funds are made available to the Contracting Officer for performance and until he or she notifies the Contractor of the availability, in writing. Any

option exercised by the Authority that will be performed, in whole or in part, in a subsequent fiscal year is subject to availability of funds in that year and will be governed by the terms of this article.

10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) The work will be conducted under the Contracting Officer's general directions. Authority will be delegated to the Contracting Officer's Technical Representative (COTR) to take the following actions;
- (1) Act as the principal point of contact with the Contractor. The COTR will submit a copy of each item of incoming correspondence and a copy of any enclosures to the Contract Administrator;
 - (2) Approve in writing, the Contractor's progress schedule and submittals when required;
 - (3) Inspect the work for compliance with this Contract;
 - (4) Review and approve invoices and payment estimates. The COTR will forward invoices and receipts to accounting. The COTR will bring any significant discrepancies in, or disputes concerning, Contractor invoices or payments to the Contracting Officer's attention. In those cases requiring release of final retained percentages of payment, the COTR will make his or her recommendations to the Contracting Officer in writing;
 - (5) Coordinate correspondence with the Contract Administrator, if its importance significantly impacts the Contractual terms and conditions;
 - (6) Evaluate the Contractor's technical letters and proposals for the Contracting Officer;
 - (7) Advise the Contracting Officer of potential problems that may affect Contract performance;
 - (8) Advise DBE Office, if DBE, SBE, or SBLPP issue(s) appear that may require investigation.
 - (9) Advise the Contracting Officer whenever the COTR has reason to believe that the Contractual not-to-exceed amount will be exceeded;
 - (10) Prepare the Authority's estimate for proposed Contract modifications. Participate in negotiations for modifications;
 - (11) Approve, in writing, the Contractor's progress schedule when required.
 - (12) Receive from the Contractor, monthly, if applicable, DBE status reports and forward them to the DBE Office;
 - (13) Receive from the Contractor certified payroll reports and prepare a log sheet indicating the following: (1) name of the Contractor and subcontractor; (2) the Contract number; (3) the certified payroll number (number for the payroll for the project starting with the number 1); (4) the time frame of the payroll period (i.e. 1/21/11-2/3/11); (5) the statement of compliance date (first page of the report); and (6) the date the report was received by WMATA;
 - (14) Maintain a comprehensive file/record of documents and correspondence concerning Contract activities and actions;
 - (15) Provide the Contract Administrator with a written notification after all supplies/services have been received with a statement that the COTR is not aware of any open issues that would preclude closeout of the Contract and that it is ready for closeout. The COTR will return the file, containing all records, correspondence, etc., to the Contract Administrator;
 - (16) Execute Standard Form 1420, which contains a detailed performance evaluation of the Contractor. If, there are one (1) or more categories in

- which the Contractor is deemed unsatisfactory, these evaluations must be provided to it for comment;
- (17) Provide the Contract Administrator with a written request (and requisition) to exercise option(s) (if any) a minimum of ninety (90) days prior to the time established in this Contract for exercise of the option; and
 - (18) The presence or absence of the COTR or his or her inspectors shall not relieve the Contractor from any requirements of this Contract.
 - (19) The COTR may not re-delegate or sub-delegate his or her authority to act on the Contracting Officer's behalf. If, for whatever reason the COTR is unable or unwilling to fulfill his or her responsibilities under this Contract, only the Contracting Officer can designate a new COTR.
- (b) The COTR's name and address will be provided after award.

CHAPTER II – TIME/DELAYS/LIQUIDATED DAMAGES

1. PERIOD OF PERFORMANCE

The period of performance is (one) 1 year commencing on the date of award.

The Authority has the unilateral right to extend this Contract by exercising up to one (1) option period subject to all terms and conditions stated herein.

The Authority may exercise the option(s) (if any) by written notice to the Contractor prior to commencement of the option period; provided, that the Authority shall give the Contractor a preliminary notice of its intent to exercise an option within a reasonable time before the Contract expires. The preliminary notice does not commit the Authority to exercise an option.

2. OPTIONS – EVALUATION

In awarding this Contract, the Contracting Officer shall evaluate offers for any option quantities or periods contained in a solicitation in accordance with PPM §§ 4-21 through 4-23.

3. OPTIONS – EXERCISE

(a) When exercising an option, the Contracting Officer shall provide written notice to the Contractor within a reasonable amount of time before exercising the option.

(b) When the Contract provides for economic price adjustment and the Contractor requests a revision of the price, the Contracting Officer shall determine the effect of the adjustment on prices under the option before the option is exercised.

(c) In accordance with PPM § 4-23, the Contracting Officer may exercise options only after determining that—

- (1) Funds are available;
- (2) The requirement covered by the option fulfills an existing WMATA need;
- (3) The exercise of the option is the most advantageous method of fulfilling WMATA's needs, when price and other factors are considered.
- (4) Contractor is not listed in the System for Award Management's Exclusions (See www.sam.gov).
- (5) The Contractor's past performance evaluations on other Contract actions have been considered; and
- (6) The Contractor's performance on this Contract has been acceptable in that it received satisfactory ratings.

(d) The Contracting Officer, after considering price and other factors, shall make the determination on the basis of one (1) of the following:

- (1) A new solicitation fails to produce a better price or a more advantageous offer than that offered by the option. If it is anticipated that the best price available is the option price or that this is the more advantageous offer, the Contracting Officer should not use this method of testing the market.

- (2) An informal analysis of prices or an examination of the market indicates that the option price is better than prices available in the market or that the option is the more advantageous offer.
- (3) The time between the award of the Contract containing the option and the exercise of the option is so short that it indicates the option price is the lowest price obtainable or the more advantageous offer. The Contracting Officer shall take into consideration such factors as market stability and comparison of the time since award with the usual duration of Contracts for such supplies or services.
- (e) The determination of other factors under subparagraph (d), should take into account WMATA's need for continuity of operations and potential costs of disrupting operations.
- (f) Before exercising an option, the Contracting Officer shall make a written determination for the Contract file that the exercise is in accordance with the terms of the option, and the requirements of this clause. To satisfy requirements for full and open competition, the option must have been evaluated as part of the initial competition and be exercisable at an amount specified in or reasonably determinable from the terms of the basic contract, such as:
 - (1) A specific dollar amount;
 - (2) An amount to be determined by applying provisions (or a formula) provided in the basic contract, but not including renegotiation of the price for work in a fixed-price type contract;
 - (3) In the case of a cost-type contract, if—
 - (a) The option contains a fixed or maximum fee; or
 - (b) The fixed or maximum fee amount is determinable by applying a formula contained in the contract;
 - (4) A specific price that is subject to an economic price adjustment provision; or
 - (5) A specific price that is subject to change as the result of changes to prevailing labor rates provided by the U.S. Secretary of Labor.
- (g) The Contract modification or other written document that notifies the Contractor of the exercise of the option shall cite this article as authority.

4. OPTION FOR INCREASED OR DECREASED QUANTITIES OF SUPPLIES

N/A

5. OPTIONS TO EXTEND SERVICES

WMATA may require continued performance of any services within the limits and at the rates specified in this Contract. These rates may be adjusted only as a result of revisions to the

prevailing labor rates provided by the U.S. Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance thereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within a reasonable amount of time exercising the option.

6. OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) WMATA may extend the term of this Contract by written notice to the Contractor within a reasonable amount of time exercising the option, provided that WMATA gives the Contractor a preliminary notice of its intent to extend within a reasonable amount of time before the Contract expires. The preliminary notice does not commit WMATA to the extension.
- (b) If WMATA exercises this option, the extended Contract shall include this option article.
- (c) The total duration of this Contract, including any options under this article shall be reasonable as determined by the Contracting Officer in consultation with counsel (COUN).

7. OPTIONS EXERCISED OUT OF SEQUENCE

WMATA may exercise options at any time, including during the base period, and in any sequence, even if it varies from the sequence stated in the Price Schedule. The Contractor may be entitled to an equitable adjustment in the Contract price, if exercising the option out of sequence causes any undue delay in performance of this Contract. If options are extended during the base period or out of sequence, any previously agreed to economic price adjustment for exercise of the option may not apply, at the Contracting Officer's discretion.

8. LIQUIDATED DAMAGES FOR DELAY

N/A

9. EXTENSIONS OF TIME/FORCE MAJEURE

- (a) For purposes of this clause, the term "force majeure" shall mean an unforeseen event or circumstance, beyond the control of, and not occasioned by the fault or negligence of, the Contractor or the Authority, that gives rise to a delay in the progress of the Contract, including, without limitation, acts of God, acts of war or insurrection, unusually severe weather, fires, floods, strikes, freight embargoes or other events or circumstances of like nature.
- (b) Notwithstanding the provisions of the "Liquidated Damages" article of this Contract (if applicable), if the Contractor is delayed at any time during the performance of this Contract, by the Authority's negligence or by a force majeure event, then the Contracting Officer shall extend the time for completion and/or the affected delivery date(s) in the following circumstances:

- (1) The cause of the delay arises after the award of the Contract and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;
 - (2) The Contractor demonstrates to the Contracting Officer that the completion of the work and/or affected delivery(ies) will be actually and necessarily delayed;
 - (3) The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures available to the Contractor, whether before or after the cause of delay; and
 - (4) The Contractor makes a written request and provides other information to the Contracting Officer, as described below.
- (c) If the Contractor will be delayed at any time or for any period by two (2) or more of the above-mentioned causes, the Contractor shall not be entitled to a separate extension for each cause, but shall be entitled to only one (1) period of extension for the cumulative effects of the delay.
- (d) The Contracting Officer may rescind or shorten any extension previously granted, if he or she subsequently determines that any information that the Contractor provided in support of a request for an extension of time was erroneous, if, accurate information would have resulted in a denial of the request for an excusable delay. The Contracting Officer will not rescind or shorten any extension previously granted, if the Contractor acted in reliance upon it and if, in his or her judgment, such extension was based on information that the Contractor submitted in good faith, even if it is later determined to be erroneous.
- (e) The request for an extension of time shall be made within ten (10) days after the Contractor knows or should know of any cause for which it may claim an excusable delay. The Contractor's request shall contain any potential basis for an extension of time, describing, as fully as possible, the nature and projected duration of the delay and its effect on the completion of the work identified in the request. Within thirty (30) days after his or her receipt of all such information, the Contracting Officer shall advise the Contractor of his or her decision on such requested extension. Where it is not reasonably practicable for the Contracting Officer to render his or her decision in the thirty (30) day period, he or she shall, prior to the expiration of such period, advise the Contractor that he or she will require additional time and state the approximate date upon which he or she expects to render a decision.
- (f) In no event shall a delay in performance of the Contract occasioned solely by a force majeure event or the acts or omissions of any party outside of the Contractor's control be the basis for a termination for default pursuant to this Contract. In no event shall a subcontractor at any tier be deemed a party outside of the Contractor's control.

10. THE AUTHORITY'S DELAY

- (a) If the performance of all or any part of this Contract is delayed in a material manner or extent by the Authority's acts or omissions that are not expressly or impliedly authorized by this Contract or by applicable provisions of law, the Contracting Officer shall make an adjustment (excluding profit) for any increase in the cost of performance of this Contract caused by such delay and shall modify the Contract, in writing. The Contracting Officer shall make an adjustment to the delivery or

performance dates and to any other Contractual provision, if such delay or interruption affected Contract compliance. The Contracting Officer shall make no adjustment under this Contract for any delay or interruption, if performance was or could have been delayed by any other cause, including, without limitation: (i) the fault or negligence of the Contractor or any subcontractor; (ii) an act constituting a force majeure event pursuant to this Contract; or (iii) any other cause for which an adjustment is provided under any other article of this Contract, at law or in equity.

- (b) An adjustment pursuant to paragraph (a) shall not be allowed:
 - (1) For any costs incurred more than twenty (20) days before the Contractor notifies the Contracting Officer, in writing, of the delay.
 - (2) Unless the claim, in a sum certain, is asserted in writing as soon as practicable after the termination of the delay. In no event, shall a Contractor assert a delay claim later than thirty (30) days after its termination. The delay claim shall be accompanied by appropriate documentation, specifically supporting the nature and extent of the claimed impact upon the cost and/or time required for performance. In any instance where it is not possible for the Contractor to fully project such impact within the thirty (30) day period, it shall support the claim with such documentation as is then reasonably available, along with a statement of the anticipated time frame when the Contractor expects to provide the additional materials. The Contracting Officer shall maintain the right throughout the process to request such additional materials as he or she shall reasonably require in consideration of the claim and shall be under no obligation to conclude his or her consideration of the claim prior to review of all relevant materials. Any adjustment to the Contract price pursuant to this clause must be determined prior to final payment under this Contract.

11. NOTICE TO THE AUTHORITY OF LABOR DISPUTES

- (a) Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.
- (b) The Contractor agrees to insert the substance of this article, including this paragraph (b), in any subcontract hereunder if a labor dispute may delay the timely performance of this Contract.

12. NOTIFICATION OF BANKRUPTCY OR INSOLVENCY

In the event the Contractor becomes insolvent or files or has filed against it a petition in bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of such to the Contracting Officer. This notification shall be furnished as soon as possible, but in no event more than ten (10) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all WMATA Contract

numbers for all WMATA contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

CHAPTER III – ACCEPTANCE/INSPECTIONS/DEFICIENCIES

1. INSPECTION OF SERVICES

- (a) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this Contract. The Contractor shall maintain complete records of all inspection work it performs and make them available to the Authority during Contract performance in the manner and in accordance with the time periods set forth in the “Audit and Inspection of Records” article of this Contract.
- (b) The Authority has the right to inspect and test all services called for by this Contract, at all times and places reasonably practicable during the term of this Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the Contract.
- (c) If the Authority performs inspections or tests on the Contractor’s or subcontractor’s premises, the Contractor shall furnish, and shall require subcontractors to furnish, without cost, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- (d) If any of the services performed do not conform to the Contract’s requirements, the Authority may require the Contractor to perform them again in conformity with the Contract’s requirements, without additional cost. When the defects in performance cannot reasonably be corrected by such further performance, the Authority may:
 - (1) Direct the Contractor to take necessary action to ensure that future performance conforms to this Contract’s requirements; and/or
 - (2) Reduce the Contract price to reflect the reduced value of the services performed.
- (e) If the Contractor fails to comply with the provisions of paragraph (d), the Authority may:
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost thereby incurred by the Authority; and/ or
 - (2) In the event that the Contracting Officer deems such failure to comply a material breach, terminate the Contract for default.
- (f) Nothing contained herein shall be deemed to preclude the Contracting Officer from reducing the Contract price due to the reduced value of nonconforming services to the Authority.

2. INSPECTION OF SUPPLIES

N/A

3. ACCEPTANCE OF SUPPLIES

N/A

4. NEW MATERIAL [SUPPLIES]

N/A

5. WARRANTY OF SUPPLIES

N/A

6. WARRANTY OF SERVICES

(a) Definitions.

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

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

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That WMATA does not require correction or re-performance.

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

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

7. CORRECTION OF DEFICIENCIES

The Contractor must replace materials or correct workmanship not conforming to the Contract’s requirements at no additional cost to WMATA. In addition, the Contractor is subject to any liquidated damages specified in this Contract or actual damages incurred by WMATA. If the Contractor fails to correct deficiencies, the Contracting Officer, may take specific action as follows:

(1) Replace or correct the item or work at the Contractor’s expense. This may be accomplished by award of a new contract or by use of WMATA’s own resources.

- (2) Accept the items with a reduction in price. This action will be accomplished by formal modification to this Contract. The reduced price will be based upon the reasonable value of the item, considering the possible cost of correcting the item.
- (3) Terminate this Contract for default. If the item or work must be re-procured, the Contractor is normally liable for excess costs incurred by WMATA in accordance with the "Termination for Default" article of this Contract.

8. FIRST ARTICLE INSPECTION

N/A

9. F.O.B. DESTINATION

N/A

10. QUALITY ASSURANCE/QUALITY CONTROL

The Contractor shall be responsible for quality assurance and for assuring that the work conforms to the requirements of this Contract. The Contractor shall maintain an effective and economical quality control program planned and developed in conjunction with other Contractor functions necessary to satisfy this Contract's requirements. The quality control program shall establish and implement procedures to ensure that only acceptable supplies or services are tendered to the Authority for acceptance, and shall demonstrate both recognition of the Contract's quality requirements and an organized approach to satisfying them. The program shall ensure that quality requirements are satisfied throughout all phases of Contract performance, including, as applicable, design development, purchasing, fabrication, processing, assembly, inspection, testing, packaging, delivery, and storage and shall provide for the early detection of actual or potential deficiencies, trends, or conditions that could result in unsatisfactory quality.

CHAPTER IV—CHANGES/ PRICING ADJUSTMENTS

1. CHANGE ORDERS

- (a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, direct and implement change orders, within the general scope of this Contract, including but not limited to one or more of the following:
- (1) Nature and/or extent of services to be performed or supplies to be furnished;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); or
 - (3) Place of performance of the services or delivery of the supplies.
- (b) If, in the Contracting Officer's judgment, any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Contract, whether or not directly changed by the order, he or she shall make an equitable adjustment to the Contract price, the delivery schedule, or both, and shall modify the Contract, in writing, accordingly.
- (c) In any instance where the Contractor asserts a right to an adjustment in the Contract price or time required for performance as the result of a change, it must submit a written claim advising the Authority within thirty (30) days from the date of receipt of the written order directing the change. The claim shall be accompanied by appropriate documentation, supporting the nature and extent of the claimed impact upon the Contract price and/or time required for performance. In any instance where it is not reasonably practicable fully project such impact within the thirty (30) day period, the Contractor shall accompany its claim with such supporting documentation as is then reasonably available as along with a statement of the anticipated time frame when the Contractor expects to provide the additional materials. The Contracting Officer shall maintain the right throughout the process to request such additional materials as he or she shall reasonably require in consideration of the claim and shall be under no obligation to conclude his or her consideration of the claim prior to review of all relevant materials. Any adjustment to the Contract price pursuant to this article must be agreed upon or otherwise determined prior to final payment.
- (d) If the Contractor's proposed price adjustment includes the cost of property rendered obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of property disposition.
- (e) Disagreement regarding either party's right to any adjustment in price or time for performance as the result of a change implemented pursuant to this article shall be subject to adjudication in accordance with the "Disputes" article of this Contract. Notwithstanding the pendency of any such dispute, the Contractor expressly acknowledges that it shall remain fully obligated to perform the Contract as so changed.
- (f) The Contractor shall promptly notify the Contracting Officer of matters, whether implemented as change orders or otherwise, that the Contractor believes may reasonably result in either an increase or decrease in the Contract price or the time

required for performance of any part of the Contract and shall take action as the Contracting Officer directs. The Contractor's failure to provide such notification shall constitute a waiver of its right to seek an adjustment in the Contract price or time required for such performance.

- (g) In no event shall the Contractor be entitled to payment for change orders, additional or extra supplies or services or other modifications to this Contract, unless the Contracting Officer authorizes, it in writing.

2. PRICING OF ADJUSTMENTS

- (a) The parties agree that, notwithstanding any interpretation of contract cost principles to the contrary, the Authority will not be liable for interest, however represented, on or as a part of any claim, request, proposal or adjustment, including equitable adjustments, whether it arises under the Contract or otherwise.
- (b) As part of its proposal for any Contract modification requiring a price adjustment in excess of \$150,000, the Contractor shall submit to the Contracting Officer, cost or pricing data under the conditions described in this paragraph and certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of the date submitted. At the Contracting Officer's discretion, the Contractor, may be required to submit cost or pricing data for price adjustments less than \$150,000.
- (c) The Contractor shall ensure that this article is included in all subcontracts at any tier, if the value of the subcontracted work exceeds \$150,000.

3. ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS

- (a) Applicability. This article shall apply to any adjustment in the Contract price initiated by the Contractor or the Authority.
- (b) Forward Price Adjustments. Unless waived in writing, the Contractor shall furnish to the Contracting Officer, a proposed price adjustment in advance of performance of any work for which the price adjustment is requested. The Contractor shall generate such records as are necessary to substantiate all elements of the proposed adjustment, which records shall be specifically segregated and identified in the Contractor's accounting system as being applicable to the pricing adjustment request.
- (c) Post Price Adjustments. This paragraph shall be applicable to price adjustments that either (i) are expected to exceed \$50,000; or (ii) arise in connection with a Contract with a base sum in excess of \$1,000,000. In addition to the records required pursuant to paragraph (b) above, if pricing of an adjustment under this Contract is not agreed upon between the parties prior to the commencement of work for which the pricing adjustment is requested, the Contractor and any subcontractor engaged in work for which the pricing adjustment is requested, shall maintain accounts and original cost records specifically segregated and identified by job order or other appropriate accounting categories that the Contracting Officer approves for all incurred, segregable costs related to the work for which the pricing adjustment is requested. The Contractor shall maintain accounts and records that segregate and account for the costs of all work associated with that part of the Contract for which the pricing adjustment is requested. The Contractor shall allocate the costs so accumulated

between: (1) work required under the base Contract; (2) work requested to be reimbursed under the pricing adjustment; and (3) work claimed or determined to be related to other actual or proposed adjustments, including but not limited to, changes orders, differing site conditions, and the like. The accounts and records so established shall accumulate such costs under logical costs groups, such as material, labor, equipment, subcontracts, field overhead and the like. The Contractor shall record these costs on a form approved by the Contracting Officer.

- (e) Access to Records. As a condition to the Authority's obligation to consider any claim for a potential price adjustment under any provision of this Contract, the Contractor shall grant the Authority access to review and ascertain the validity of the accounting records being maintained for segregation of costs, including base cost records, and to audit any such costs as the Contracting Officer deems appropriate.

- (f) Limitation on Price Adjustments. If the Contractor or any subcontractor fails to generate, maintain, or make available any records required under this Contract, in addition to any rights to which the Authority may be entitled, the Contracting Officer shall determine whether such failure is willful, deliberate or otherwise precipitated by the Contractor's bad faith, in which case the Contractor shall not be entitled to any price adjustment for the work in question. Where the Contracting Officer determines that the failure was not the result of the Contractor's bad faith, he or she shall determine the reasonable direct costs of the work for which records are not available, and add a single mark-up for indirect expenses not to exceed ten percent (10%) of the direct costs based on:
 - (1) An audit of the Contractor's or subcontractor's records made available to the Authority; and/or
 - (2) The Authority's estimate as the Contracting Officer adopts or modifies

- (a) In no event shall the Contractor and/or subcontractor be allowed any profit on claimed work for which records are not made available in accordance with its obligations under this Contract.

- (h) Flow-down clause. The Contractor shall ensure the inclusion of this article in all subcontracts issued under this Contract, modified as necessary, for proper identification of the contracting parties and the Contracting Officer.

CHAPTER V – INVOICES/PAYMENTS/ DEDUCTIONS

1. BILLING AND PAYMENT

- (a) The Authority shall pay and the Contractor shall accept the amounts set forth in the Price Schedule as full compensation for all costs and expenses of completing the this Contract, including, but not limited to, all labor and material required to be furnished under this Contract, all overhead, expenses, fees and profits including the cost of providing storage yards or facilities; all risks and obligations set forth in this Contract; any applicable fees or taxes; and all expenses due to any unforeseen difficulties encountered in the prosecution of the work.
- (b) Payments will be made following acceptance of the services or supplies to be provided under this Contract and after receipt and acceptance of a properly completed invoice. WMATA will accept the submittal of invoices in one of the following methods:
- (1) Email: Invoices may be submitted through email at: apinvoice@wmata.com. Please submit one (1) invoice and supporting documentation per PDF attachment. You may submit more than one PDF attachment per email.
 - (2) Fax: Invoices may be submitted via the following number: 1-866-534-9063. Please submit one (1) invoice and all supporting documentation for this invoice per fax.
 - (3) Regular Mail: Invoices may be submitted via U.S. Postal Service to the following address:

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

Note: This address is only for vendor invoices. Correspondence should not be sent to this address.
- (c) Invoices shall contain the vendor's name, a unique invoice number for each shipment or service, invoice date, payment terms, total invoice amount, "remit to" address, purchase order number, freight terms, description of each item being invoiced, quantity, unit item cost, extended cost by item, total freight/handling costs, and contact name and email address. Final invoices must clearly be marked "Final" and cite the amount of this Contract, amount previously paid, and the balance due.
- (d) The Authority shall remit payment, generally within thirty (30) days of its receipt and acceptance of an invoice satisfying the requirements of paragraphs (b) and (c), at the prices stipulated in the Contract for supplies delivered and accepted or services rendered and accepted, less any applicable deductions.

2. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS

If the Contracting Officer determines that any price, including profit or fee, previously negotiated in connection with any modification to this Contract involving changes in cost plus applicable profit in excess of \$150,000 was based upon the Contractor's or subcontractor's cost or pricing data that was not complete, accurate or current, such that the amount the Authority paid to the Contractor for such price adjustment was greater than the Contractor would have been entitled based upon accurate and complete data, the Authority shall be entitled to an adjustment in an amount equal to such overpayment. The Authority's rights hereunder shall be in addition to any other rights it may have under this Contract, at law or in equity.

3. SUBCONTRACTOR PAYMENTS

- (a) The Contractor shall, under this Contract, establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each subcontractor for satisfactory performance of its contract, or any billable portion thereof, no later than ten (10) days from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor. The Contractor shall also release, any retention withheld from the subcontractor within ten (10) days of satisfactory completion of all work required by that subcontractor.
- (b) The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors in accordance with paragraph (a) above. The Contractor shall notify the Contracting Officer with each payment request, of any situation where scheduled subcontractor payments have not been made.
- (c) In the event of a claim by any subcontractor that the Contractor has failed to comply with the terms of this article, the Contractor agrees to fully cooperate in any Authority investigation, and, if deemed appropriate by the Authority, to implement appropriate remedial measures to ensure future compliance.
- (d) The Contractor agrees that the Contracting Officer may provide information that he or she deems appropriate in response to inquiries from subcontractors seeking to determine the status of the Authority's payments to the Contractor.
- (e) Nothing contained in this article or elsewhere in this Contract shall create a Contractual relationship between the Authority and any subcontractor, shall make the subcontractor an intended beneficiary of this Contract or shall alter or affect traditional concepts of privity of contract.

4. GARNISHMENT OF PAYMENTS

Payments under this Contract shall be subject to any garnishment, attachment orders, and/or levies issued pursuant to the laws of the United States, Maryland, Virginia, and the District of Columbia.

CHAPTER VI – CONTRACT TERMINATION/STOP WORK ORDERS/DISPUTES

1. STOP WORK ORDERS

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part of the work for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a “Stop Work Order” (“SWO”) issued under this article. Upon receipt of the SWO, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of ninety (90) days after an SWO is delivered to the Contractor, or within any extension of that period to which the parties agree, the Contracting Officer shall either:
 - (1) Cancel the SWO; or
 - (2) Terminate the work covered by the SWO as provided in this Contract, as appropriate.
- (b) If a SWO is cancelled or expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment to the delivery schedule or Contract price, or both, and shall modify the Contract in writing if, in his or her judgment:
 - (1) The SWO results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor submits a written claim for such adjustment within thirty (30) days after the end of the period of work stoppage. At the Contracting Officer's discretion, the Authority may act upon any claim submitted at any time before final payment under this Contract.
- (c) If an SWO is not cancelled and the work covered by the Contract is terminated for the convenience of the Authority, the Contracting Officer shall allow reasonable costs, if any, resulting from the SWO in arriving at the termination settlement pursuant this Contract.

2. TERMINATION FOR DEFAULT

- (a) The Contractor shall be in default if it commits a breach of any of its obligations under this Contract deemed material by the Contracting Officer. In addition to those instances specifically referred to in this Contract, the Contractor shall be in default in the following circumstances:
 - (1) It fails to begin, or abandons, the work of the Contract in accordance with the contractual requirements;
 - (2) It fails to deliver the supplies or perform the services within the time specified in this Contract or any extension that the Contracting Officer approves;

- (3) It fails to make progress in a manner that the Contracting Officer deems unreasonable so as to endanger performance of this Contract; or
 - (4) In the view of the Contracting Officer, the Contractor is willfully violating this Contract or is not executing it reasonably and in good faith.
- (b) In the event the Contractor's material breach pursuant to paragraph (a), the Contracting Officer is authorized to direct a written notice (a "Notice to Cure") to the Contractor, specifying the nature of the breach and stating that the Contractor has ten (10) days to cure the breach or such additional time as the Contracting Officer authorizes. If the Contractor fails to cure the breach in the time specified in the Notice to Cure, the Contracting Officer may terminate this Contract, in whole or designated part, for default after providing written notice to the Contractor.
- (c) Upon receipt of a "Notice of Default," the Contractor shall immediately cease performance of the work so terminated. The Authority shall have the right to take any action necessary to complete the work, including performing the work itself, or contracting with another party to do so. In the event the work is completed directly by the Authority or by a third party, the Contractor shall be liable for the additional costs and expenses necessary to complete the work, including, without limitation, labor, material costs, plant costs, tooling expenses, and equipment and property costs. The Authority may deduct the costs and expenses so charged and pay them out of any monies otherwise payable to the Contractor. Nothing contained herein shall be deemed to relieve the Contractor of its continuing obligation to perform any portion of this Contract that was not terminated.
- (d) The Contracting Officer may, at his or her sole discretion, waive a default by the Contractor, but such waiver shall not be deemed a waiver of any subsequent default.
- (e) Upon any termination for default, the Contracting Officer may require the Contractor to transfer title and deliver to the Authority, any completed or partially completed supplies, components (including data and intellectual property) and Contract rights that the Contractor has specifically produced or acquired for the terminated portion of this Contract. At the Contracting Officer's direction, the Contractor shall also protect and preserve property in its possession in which the Authority may have an interest.
- (f) Upon any termination for default, the Authority shall pay for supplies delivered and accepted and/or services rendered and accepted in accordance with the terms of this Contract. The Authority may also compensate the Contractor for actions that it reasonably takes at the Contracting Officer's direction for the protection and preservation of property. The Authority may withhold from these payments any sum that the Contracting Officer determines to be necessary to protect the Authority against loss because of outstanding or claimed liens, or pending or anticipated claims under the Contract.
- (g) If, at any time following the Authority's issuance of a termination for default hereunder, it is determined that the Contractor was not in default or that the default was excusable, the termination shall be converted to a termination for convenience and the rights and obligations of the parties shall be determined in accordance with the "Termination for Convenience" article of this Contract.

- (h) Any dispute or disagreement regarding any issue arising under this article shall be subject to adjudication in accordance with the “Disputes” article of this Contract. In no event shall the Authority’s issuance of a “Notice to Cure” pursuant to paragraph (b) be the basis of a dispute pursuant to the “Disputes” article or otherwise be subject to further review under this Contract or otherwise. The pendency of any dispute shall not constitute a basis for the delay or suspension of, or otherwise affect the Authority’s right to proceed in accordance with this article, including without limitation, its right to complete the work or its right to insist that the Contractor complete any portion of the Contract that was not terminated.
- (i) The Authority’s rights and remedies in this article are in addition to any other rights and remedies provided under this Contract, at law or in equity.

3. TERMINATION FOR CONVENIENCE

- (a) The Contracting Officer may terminate this Contract in whole, or in part, if he or she determines that a termination is in the Authority’s interest. The Contracting Officer shall terminate by delivering a “Notice of Termination” to the Contractor specifying the extent of termination and its effective date.
- (b) Upon receipt of a Notice of Termination, except as the Contracting Officer otherwise directs, the Contractor shall immediately:
 - (1) Stop work as specified in the Notice of Termination;
 - (2) Complete performance of the work not terminated;
 - (3) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the remaining portion of the Contract;
 - (4) Terminate all subcontracts to the extent that they relate to the work terminated;
 - (5) Assign to the Authority, as directed by the Contracting Officer, all of the Contractor’s right(s), title, and interest(s) under the subcontracts terminated. The Authority shall have the right to settle or pay any termination costs arising out of the subcontracts and have no further liability to the Contractor for the work that was the subject of such subcontracts;
 - (6) With the Contracting Officer’s approval, settle all outstanding liabilities and settlement costs arising from the termination of subcontracts;
 - (7) As the Contracting Officer directs, transfer title and deliver to the Authority:
 - (i) Parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information and other property that would have been required to be furnished to the Authority, if the Contract had been completed.

- (8) Take any action that may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract that is in the Contractor's possession and in which the Authority has or may acquire an interest;
- (9) Use its best efforts to sell, as the Contracting Officer authorizes, any property of the types referred to in paragraph (b)(7). The Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions that the Contracting Officer prescribes. The proceeds of any transfer or disposition will be applied to reduce payments to be made by the Authority under this Contract, credited to the price or cost of the work, or paid in any other manner that the Contracting Officer directs.
- (c) The Contractor shall submit complete termination inventory schedules not later than one hundred twenty (120) days from the effective date of termination, unless the Contracting Officer extends the time in writing.
- (d) As soon as reasonably practicable, and not later than twenty (20) business days following the Authority's issuance of a "Notice of Termination" pursuant to paragraph (a), the Contractor shall submit a termination settlement proposal (TSP) to the Contracting Officer in the form that he or she prescribes, detailing the costs to which it asserts entitlement pursuant to this article. If the Contractor fails to submit the TSP within the time prescribed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor as a result of the termination and shall pay the amount so determined.
- (e) Following submission of the Contractor's TSP pursuant to paragraph (d), the parties shall agree upon the whole, or any part, of the amount to be paid or remaining to be paid as a result of the termination. The amount may include a reasonable allowance for profit on work completed. In no event shall the total amount to be paid to the Contractor pursuant to this article exceed the total Contract price as reduced by (1) payments previously made and (2) the Contract price of the remaining work, not terminated.
- (f) If the parties disagree on the whole amount to be paid because of the termination, the Contracting Officer shall pay the Contractor the amounts that he or she determines as follows, but without duplication of any amounts agreed upon under paragraph (e):
 - (1) The Contract price for completed supplies or services that the Authority accepted [or sold or acquired under paragraph (b)(9)] not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of:
 - (i) The costs incurred prior to termination in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any costs attributable to items compensated or to be paid for under subparagraph (f)(1);

- (ii) Termination costs under terminated subcontracts that are properly chargeable to the terminated portion of this Contract, if not excluded in subparagraph (f)(2)(i); and
 - (iii) A sum, representing profit on the items described in subparagraph (f)(2)(i) that the Contracting Officer determines to be fair and reasonable pursuant to Section 49.202 of the Federal Acquisition Regulation (FAR), in effect on the date of this Contract. If it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph and shall reduce the settlement to reflect the projected rate of loss.
 - (3) The reasonable indirect costs of settlement of the work terminated, including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of TSP(s);
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f), the fair value, as he or she determines of property that is unavailable or damaged and undeliverable to the Authority or to a third party.
- (h) The cost principles and procedures of FAR Part 31 in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this article, except that the Authority shall not be obligated to pay interest, however represented, on any claimed costs.
- (i) The Contractor shall have the right to appeal, under the "Disputes" article, from the Contracting Officer's determination under paragraphs (d) or (f). The Contractor's failure to submit the TSP within the time provided in paragraph (d), or to timely request an extension thereof, shall constitute a waiver of its right to appeal the Contracting Officer's determination pursuant to the "Disputes" article or any otherwise applicable Contractual, legal or equitable remedy.
- (j) In determining any sum due to the Contractor under this article, there shall be deducted:
 - (1) All unliquidated advances or other payments to the Contractor under the terminated portion of this Contract;
 - (2) The value, as the Contracting Officer, reasonably determines, of any claim that the Authority has against the Contractor under this Contract, including

any third-party claim, if the Contracting Officer is not satisfied that sufficient insurance coverage is in place; and

- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other items that the Contractor procured or sold under this article, not recovered by or credited to the Authority.
- (k) If the Contractor asserts that any partial termination has rendered enforcement of the remainder of this Contract at the remaining Contract price inequitable, the Contractor may file a proposal with the Contracting Officer for an adjustment to the price(s) for the continued portion of this Contract. Such proposal shall be submitted within ninety (90) days from the effective date of termination, unless the Contracting Officer extends it in writing, and shall be accompanied by appropriate supporting documentation.
- (l) The Contractor's responsibilities and obligations under this article shall remain in full force and effect notwithstanding the pendency of any dispute or other delay relating to determination of the appropriate price adjustment or any other issue arising from the termination for convenience.
- (m) Unless otherwise provided in this Contract or by statute, the Contractor and all subcontractors whose work is encompassed in the termination settlement shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Authority, its governing jurisdictions and any other Federal, state, or local entities providing funding for this Contract, and to the U.S. Comptroller General or the agents or representatives of any of them, at the Contractor's office, at all reasonable times, without any direct charge.

4. ASSIGNMENT

- (a) Except as otherwise provided in this article, the Contractor shall not transfer any of its rights and obligations under this Contract to third parties without the Contracting Officer's prior, written consent. The Contracting Officer may recognize a third party as successor in interest to this Contract in the event of a transfer of all or substantially all of the Contractor's assets, a change in a division of the Contractor involved in the performance of this Contract, or if a parent company provides performance guarantee(s) under this Contract, (i.e., sales of assets, transfer of assets pursuant to merger or consolidation, or incorporation of a proprietorship or partnership). Such recognition shall be at the Contracting Officer's discretion after review of the facts and circumstances surrounding each request. The Contracting Officer, at his or her discretion, may conduct an evaluation of the successor party's capability to perform this Contract in the same manner and to the same extent that he or she conducted a responsibility determination as part of the original solicitation for this Contract. Should the Contracting Officer, for any reason, not recognize such a successor in interest, he or she may terminate this Contract.

- (b) Any attempt to transfer by assignment that the Contracting Officer does not authorize shall constitute a material breach of this Contract and the Contracting Officer may terminate this Contract in accordance with the "Termination for Default" article set forth in this Contract.
- (c) Nothing contained herein shall be deemed to preclude the Contractor's assignment of claims for monies due or to be become due to it under this Contract to a bank, trust company or other financing institution, including any Federal lending agency, upon written notice of such assignment to the Contracting Officer.

5. DISPUTES

- (a) Any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contracting Officer's decision shall be final and conclusive unless, within thirty (30) calendar days from the date of its receipt, the Contractor mails or otherwise furnishes to the Contracting Officer, a written notice of appeal addressed to the Authority Board of Directors. Such notice must indicate that an appeal is intended and must reference the decision and Contract number. The decision of the Board of Directors or its duly authorized representative for the determination of such appeals shall be final and conclusive, unless in proceedings initiated by either party for review of such decision in a court or board of competent jurisdiction, it determines that the decision was fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In any appeal under this article, the appellant shall be afforded an opportunity to be heard and offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract in accordance with the Contracting Officer's decision. The Armed Services Board of Contract Appeals (ASBCA) is the Board of Directors' authorized representative for final decisions on an appeal.
- (b) This "Disputes" article does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in the Contract, however, shall be construed as making final, the decisions of the Board of Directors or its representative on questions of law.

CHAPTER VII – INDEMNIFICATION/INSURANCE/RISK OF LOSS

1. INDEMNIFICATION

- (a) Contractor shall indemnify, defend and hold harmless the Authority, its Board members, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorneys' fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and the Authority, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work and/or any acts in connection with activities to be performed under this Contract, unless the loss or damage is due to the sole negligence of the Authority. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any of its obligation under this Contract.
- (b) Contractor shall indemnify, defend and hold harmless the Authority, its Board members, employees and agents, against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys' fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the job site. The foregoing indemnity does not apply to loss or damage due to preexisting conditions, whether known or unknown.
- (c) If any action or proceeding relating to this indemnification is brought against the Authority, then upon written notice from the Authority to the Contractor, the Contractor shall, at its own expense, resist or defend such action or proceeding by counsel approved by the Authority in writing. No approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. The Authority reserves the right to use its own counsel under this indemnity at Contractor's sole cost and expense.
- (d) Contractor understands and agrees to its responsibility to provide indemnification to the Authority pursuant to this clause. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements. The failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation hereunder.

2. INSURANCE REQUIREMENTS

If you do not currently carry all of the required insurance for this RFP, a current certificate of insurance (COI) evidencing the insurance you do carry and a letter from your insurance agent/broker stating that 'if our client (you) are awarded the contract, the required coverage will be provided' will suffice.

I. MINIMUM REQUIRED INSURANCE: MINIMUM LIMITS OF INSURANCE

INSURANCE TYPE	LIMITS	BASIS
Workers' Compensation	Statutory	
Employers' Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Commercial General Liability		
	\$1,000,000	Each Occurrence Limit
	\$2,000,000	General Aggregate Limit
	\$1,000,000	Products-Completed Operations Limit
Business Auto Liability		
	\$1,000,000	Combined Single Limit
Technology Errors & Omissions Liability		
	\$2,000,000	Each Claim

II. MINIMUM REQUIRED INSURANCE: MINIMUM INSURANCE COVERAGES AND COVERAGE PROVISIONS

- 1) Contractor is required to maintain the prescribed insurance outlined in this Exhibit A during the entire period of performance under this contract. Notice to Proceed (NTP) will not be issued until all required insurance has been accepted by WMATA.
- 2) The prescribed insurance coverage and limits of insurance are minimum required coverages and limits. Contractor is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and or limits of insurance that Contractor deems prudent and necessary to manage risk in the completion of this contract.
- 3) Upon written request from WMATA, contractor shall provide copies of any requested insurance policies, including applicable endorsements, within five (5) business days of such request.
- 4) Receipt, review or communications regarding certificates of insurance (COI), insurance policies, endorsements, or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by WMATA.
- 5) Insurance companies must be acceptable to WMATA and must have an A. M. Best rating of at least A- VII.
- 6) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 7) Any insurance policy utilizing a Self-Insured Retention (SIR) requires written approval from WMATA.
- 8) Contractor must incorporate these Minimum Insurance Requirements into contract requirements of all subcontractors of every tier; however, Contractor, at its sole peril, may amend these Minimum Insurance Requirements for its subcontractors, but doing so does not relieve Contractor from its respective liability to WMATA.
- 9) Compliance with these Minimum Insurance Requirements does not relieve Contractor from Contractor's respective liability to WMATA, even if that liability exceeds the Minimum Insurance Requirements.

COVERAGE-SPECIFIC REQUIREMENTS

Commercial General Liability

- 1) Commercial General Liability (CGL) shall be written on ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and an Umbrella/Excess Liability coverage form(s), provided that the Umbrella/Excess Liability coverage form(s) provides the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" section below.
- 5) The definition of "Insured Contract" shall be modified to provide coverage for contractual liability for any contracts involving construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements. Evidence of this modification shall be provided to WMATA along with all other required documents.
- 6) Defense Costs (Allocated Loss Adjustment Expense) must be included and outside of the policy limits for all primary liability and Umbrella/Excess Liability policies.

Business Auto Liability

- 1) Business Auto Liability insurance shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" section below.
- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a primary business auto liability policy and an Umbrella/Excess Liability policy provided that the Umbrella/Excess Liability policy complies with items 2 and 3 above.
- 5) MCS-90 Endorsement for work involving the transportation or disposal of any hazardous material or waste off of the jobsite. If the MCS-90 Endorsement is required, minimum auto liability limits of \$5,000,000 per occurrence are also required as is form CA 99 48, broadened coverage for pollution liability.
- 6) Non-Owned Disposal Site (NODS) Endorsement providing coverage for the Contractor's legal liability arising out of pollution conditions at the designated non-owned disposal site.

Technology Errors and Omissions Insurance

Contractor must procure and maintain Technology Errors and Omissions insurance covering actual or alleged negligent acts, errors or omissions committed by the Contractor in the provision of information technology services performance of activities under this agreement, regardless of the type of damages. If the insurance is on a claims made basis, Contractor

shall maintain continuous insurance coverage during the term of this agreement. The policy retroactive date must coincide with or precede the effective date of Contractor's services under the agreement and shall continue until the termination of the agreement. The policy must allow for reporting of circumstances or incidents that might give rise to future claims, and an extended reporting period of at least one year must be purchased in the event ongoing coverage is not maintained.

IV. **OTHER**

Additional Insured

- 1) Contractor and subcontractors of every tier are required to add WMATA and WMATA Board of Directors as additional insured on all required insurance including excess liability policies, with the exception of Workers' Compensation and Professional Liability.
- 2) Coverage provided to Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured, including coverage afforded to the WMATA as an additional insured by subcontractors, and from other third parties.
- 3) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 4) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction(s) where the contract scope of work takes place.
- 5) Commercial General Liability and Umbrella/Excess Liability forms must provide defense coverage for additional insureds. The Additional Insured Endorsement shall provide coverage for Ongoing as well as Products and Completed Operations with no limitation on when claims can be made.

Waiver of Subrogation

Contractor and subcontractors of every tier are required to have all insurance policies except Professional Liability endorsed to waive the respective insurance company's rights of recovery against WMATA, and the WMATA Board of Directors.

- 1) Waiver shall be provided on an endorsement that is acceptable to WMATA.

Certificate of Insurance (COI)

Contractor shall provide WMATA an ACORD Certificate of Insurance (COI) and copies of all required endorsements as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be sent to WMATA.

The Certificate Holder box should read:

Washington Metropolitan Area Transit Authority
Office of Insurance, Room 8F
600 Fifth Street, NW
Washington, DC 20001

Additionally:

- 1) Proposed material modifications to required insurance, including notice of cancellation, must be received by WMATA in writing at least 30 days prior to the effective date of such change or cancellation.
- 2) WMATA's receipt of copies of any COI, policy endorsements or policies does not relieve Contractor of the obligation to remain in compliance with the requirements of this Section at all times. Contractor's failure to comply with these insurance requirements shall constitute a material breach of this Contract.
- 3) Receipt of the COI does not constitute acceptance of the insurance outlined above.

3. TITLE AND RISK OF LOSS

- (a) Unless this Contract specifically provides for earlier passage of title to deliverables (including documents, reports, and data) or other items resulting from this Contract, title shall pass to the Authority upon acceptance, regardless of when or where the Authority takes physical possession. Risk of loss, theft, destruction of, or damage to, such deliverables or other items remains with the Contractor, until the transfer of title or at the time when the Authority takes physical possession, whichever is later.
- (b) In the event of loss or damage to any deliverable or other item of work, prior to the time when the Authority takes physical possession, the Contractor agrees to repair or replace it as soon as reasonably possible to restore the item to the same condition that pre-existed the loss or damage, in accordance with all requirements of this Contract, without cost to the Authority. Nothing contained herein shall be deemed to require the Contractor's repair or replacement of any loss or damage caused solely by the Authority's acts or omissions.
- (c) The following clause applies, if and when the Contractor performs work on its own property.
 - (1) WMATA retains title to all WMATA-furnished property. WMATA furnished property shall not become a fixture, or lose its identity as personal property by being attached to any real property. The Contractor shall use WMATA's property, furnished under this Contract, only for performing this Contract, unless the Contracting Officer approves otherwise. Modifications or alterations of WMATA property are prohibited, unless they are (i) Reasonable and necessary due to the technical specifications for this Contract; (ii) Required for normal maintenance; or (iii) Otherwise authorized by the Contracting Officer. Risk of loss is on the Contractor for WMATA-furnished property, i.e. the Contractor is liable for loss, theft, damage or destruction to WMATA property while it is in the Contractor's possession or control. The Contractor shall take all reasonable actions necessary to protect WMATA's property from loss, theft, damage or destruction. The Contractor shall do nothing to prejudice WMATA's rights to recover against third parties for any loss, theft, damage or destruction to WMATA's property.

6. INAPPLICABILITY OF CLAUSES REQUIRING UNAUTHORIZED OBLIGATIONS

- (a) Except where the Chief Procurement Officer specifically agrees in writing, when any supply or service acquired under this Contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), Master Agreement, Terms and Conditions or similar legal instrument or agreement, that includes any clause requiring WMATA to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability or that would create an unauthorized obligation, the following shall govern:
 - (i) Any such clause is unenforceable against WMATA.
 - (ii) Neither WMATA nor any authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument

or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind WMATA or any WMATA authorized end user to such clause.

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

CHAPTER VIII – INTELLECTUAL PROPERTY RIGHTS

1. PATENT INDEMNITY

The Contractor shall indemnify the Authority and its Board members, agents and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract. If the Contractor is not the original equipment manufacturer (OEM) for a manufactured product purchased under this Contract, it will ensure that the patent holder provides indemnity to WMATA under this article. This indemnity shall not apply unless the Contractor is informed as soon as practicable by the Authority of the suit or action alleging such infringement, and is given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. Such indemnity shall not apply to:

- (1) An infringement resulting from compliance with the Contracting Officer's specific written instructions directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner or performance of the Contract not normally used by the Contractor;
- (2) An infringement resulting from addition to, or change in, such supplies or components furnished or construction work performed that was made subsequent to delivery or performance by the Contractor; or
- (3) A claimed infringement that is unreasonably settled without the Contractor's consent, unless required by final decree of a court of competent jurisdiction.

2. SET-OFF

The Authority has common law, equitable and statutory rights to set-off. These rights shall include, but are not limited to, the Authority's right to set-off any monies due to the Contractor under this Contract, by any amounts due and owing to the Authority with regard to, any Contract with the Authority, plus any amounts due and owing to the Authority for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Authority shall exercise its set-off rights in accordance with applicable law and practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Authority, its representatives, or the Federal Government.

3. RIGHTS IN TECHNICAL DATA- LIMITED

N/A

4. RIGHTS IN TECHNICAL DATA – UNLIMITED

- (a) The term technical data as used in this article means technical writings, computer software, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of a technical nature, whether or not copyrighted, that are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analyses, and other information incidental to Contract

administration. "Computer software" as used in this article means computer programs, computer data bases, and documentation thereof.

- (b) The Authority or its designated representative shall have the right to use, duplicate or disclose technical data, including computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so that is contained in or derived from:
 - (1) Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
 - (2) Technical data pertaining to end items, components or processes that were prepared for the purpose of identifying sources, sizes, configurations, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data such as , specification control drawings, catalog sheets, and outline drawings Except for the computer software, it means data identifying sources, functional characteristics, and performance requirements, but specifically excludes the source code, algorithms, processes, formulae, and flow charts of the software.);
 - (3) Other technical data that the Contractor or subcontractor , normally furnishes without restriction;
 - (4) Other specifically described technical data that the parties have agreed will be furnished without restriction;
 - (5) All computer software regardless of whether it is technical data as defined in this article, including the source code, algorithms, processes, formulae, and flow charts, that the Contractor developed or materially modified for the Authority or for which the Authority is required by Federal law or regulation to provide a royalty-free, irrevocable and nonexclusive license to the Federal government.

- (c) The Authority shall have the right to use, duplicate, or disclose technical data other than as defined in paragraph (a), in whole or in part. Such technical data shall not, without the written permission of the party furnishing such technical data, be:
 - (1) Released or disclosed, in whole or in part, outside of the Authority,
 - (2) Used, in whole or in part, by the Authority for manufacturing, or
 - (3) Used by a party other than the Authority except for: (i) emergency repair or overhaul, (ii) where the item or process concerned is not otherwise reasonably available to the Authority to enable timely performance of this work, or (iii) administration of this Contract or the inspection of any products produced under it, where the third party has a written contract with the Authority to perform these efforts. In all cases described in this subsection, the release or disclosure outside of the Authority shall be subject to a nondisclosure agreement.

- (d) Technical data provided in accordance with paragraph (c) shall be identified with a legend that suitably recites this limitation. This article shall not impair the Authority's right to use similar or identical data acquired from other sources.

- (e) Where any item is purchased as a separate line item in this Contract, that purchase includes all integral parts of that item, including any computer software, source code, algorithms, processes, formulae, and flow charts. The Authority has full rights to use, duplicate or disclose any or all parts of the item, including computer software, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so. Should disclosure of the computer software be required only under this paragraph, then the Contracting Officer may waive the provisions of this paragraph if he or she certifies in writing that the item is commercially available from multiple sources and will be fully compatible with existing Authority property.
- (f) Material covered by copyright:
 - (1) The Contractor grants to the Authority, and to its Board members, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for the Authority's purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data and computer software covered by subsection (b) (5) now or hereafter covered by copyright.
 - (2) No such copyrighted matter shall be included in (i) technical data or (ii) computer software covered by subsection (b) (5) furnished hereunder without the written permission of the copyright owner for the Authority to use such copyrighted matter in the manner above described.
 - (3) The Contractor shall report to the Authority promptly and in reasonable written detail each notice or claim of copyright infringement it receives regarding any technical data or computer software covered by subsection (b)(5) provided to the Authority.
- (g) Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
- (h) Any dispute under this article shall be subject to the "Disputes" article of this Contract.
- (i) The Contracting Officer may retain from payment up to ten percent (10%) of the Contract price until final delivery and acceptance of the technical data defined in this Article and as required to be furnished by the Price Schedule or the Contract's specifications.

5. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT [SUPPLIES]

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on this Contract once the Contractor is notified thereof.
- (b) In the event of any claim or suit against the Authority based on any alleged patent or copyright infringement arising out of this Contract or out of the use of any supplies furnished or services performed hereunder, the Contractor shall furnish to the Contracting Officer, all evidence and information in its possession pertaining to such

suit or claim. Such evidence and information shall be furnished at the Contractor's expense since the Contractor has agreed to indemnify the Authority for such infringement claims.

(b) This article shall be included in all subcontracts.

6.ROYALTY INFORMATION

N/A

CHAPTER IX – ADDITIONAL COVENANTS/LEGAL REQUIREMENTS

1. NONDISCRIMINATION ASSURANCE

- (a) *Nondiscrimination Assurance.* In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000 (d), section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. §12132, D.C. law and Federal transit law at 49 U.S.C. §5332, the Contractor, sub-recipient, or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, sexual preference, gender identity and/or disability. In addition, the Contractor, sub-recipient, or subcontractor agrees to comply with applicable Federal implementing regulations and other regulations that FTA may issue.
- (b) *Equal Employment Opportunity.* The following equal employment opportunity requirements apply to this Contract:
- (1) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000(e), and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) including, but not limited to "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Part 60 *et. seq.*, [implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note], and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Contract. 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, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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 that FTA may issue.
 - (2) **Age:** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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 that FTA may issue.
 - (3) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

- (c) The Contractor also agrees to include all of these requirements in each subcontract financed, in whole or in part, with Federal assistance provided by FTA, modified only, if necessary, to identify the affected parties.
- (d) Failure by the Contractor, sub-recipient, or subcontractor to carry out these requirements is a material breach of this Contract, that may result in the termination or such other remedy as the Authority deems appropriate.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION

This Contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the U.S. Secretary of Labor thereunder.

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work that may involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any such employee in any workweek in which he or she is employed to work in excess of forty (40) hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such employee receives compensation at a rate not less than one and one-half (1 ½) times his or her basic rate of pay for all hours worked in excess of forty (40) hours in such work week.
- (b) Violation. Liability for Unpaid Wages - Liquidated damages. In the event of any violation of paragraph (a) the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his or her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the Authority for liquidated damages. Liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman or guard employed in violation of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of his or her standard work week of forty (40) hours without payment of the overtime wages required by paragraph (a).
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Contractor, such sums as he or she determines to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph (b).
- (d) Subcontracts. The Contractor shall insert this article in all subcontracts at any tier. Contractor shall also require subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for compliance by any and all subcontractors at every tier.

- (e) Records. The Contractor shall maintain payroll records containing the information specified in 29 C.F.R. § 516.2(a). Such records shall be preserved for three (3) years from the completion of this Contract.

3. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this Contract is for materials, supplies, or equipment in an amount that may exceed \$10,000 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the U.S. Secretary of Labor (41 C.F.R. Part 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the U.S. Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by the U.S. Secretary of Labor (41 C.F.R. § 50-202.2). Learners, student learners, apprentices, and certain handicapped workers may be employed at less than the prescribed minimum wage (41 C.F.R. § 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. § 40).

4. DAVIS-BACON ACT

N/A

5. COPELAND ANTI-KICKBACK ACT

N/A

6. CONVICT LABOR

- (a) Except as provided in paragraph (b), the Contractor shall not employ in the performance of this Contract any person undergoing a sentence of imprisonment imposed by any court of the Federal Government, a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons:
 - (1) On parole or probation to work at paid employment during the term of their sentence;
 - (2) Who have been pardoned or who have served their terms; or
 - (3) Confined for violation of the laws of the Federal Government, the states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
 - (a) The worker is paid or is in an approved work or training program on a voluntary basis;

- (b) Representatives of the local union's central bodies or similar labor union organizations have been consulted;
- (c) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades where there is a surplus of available gainful labor in the locality, or impair existing contracts or services;
- (d) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality where the work is being performed; and
- (e) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

7. COVENANT AGAINST CONTINGENT FEES

- (a) The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide, established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of this warranty, the Authority shall have the right to terminate this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee, if no fraud is suspected.
- (b) If fraud is suspected, the Authority's only remedy prior to final adjudication by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

8. SEAT BELT USE POLICY

The Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include these requirements in each subcontract awarded for work relating to this Contract.

9. SENSITIVE SECURITY INFORMATION

The Contractor must protect, and take measures to assure that its subcontractors at each tier protect, "sensitive information" made available during the course of administering an Authority contract or subcontract in accordance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

10. LAWS AND REGULATIONS

The Contractor shall be responsible to comply with any applicable State of Maryland, Commonwealth of Virginia, District of Columbia, Federal and local laws and regulations governing the services and/or supplies to be provided under this Contract. Further, the Contractor shall be responsible to obtain, at its own cost and expense, any and all licenses/permits required to transact business in any political jurisdictions where work will be performed.

11. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

N/A

12. LIVING WAGE

- (a) The Authority's Living Wage Policy and implementing regulations apply with respect to all contracts for services (including construction) awarded in an amount that exceeds \$150,000 in a twelve (12) month period. If this Contract meets those criteria, the following requirements are applicable:
- (b) The Authority's living wage rate is \$13.85 per hour, and may be reduced by the Contractor's per-employee cost for health insurance.
- (c) The Contractor shall:
 - (1) Pay the Authority's living wage rate, effective during the time the work is performed, to all employees who perform work under this Contract;
 - (2) Include this "Living Wage" article in all subcontracts that exceed \$150,000 in a twelve (12) month period awarded under this Contract;
 - (3) Maintain payroll records, in accordance with the requirements of this Contract, and include a similar provision in affected subcontracts that requires the subcontractor to maintain its payroll records for the same length of time; and
 - (4) Certify with each monthly invoice that the Authority's living wage rate was paid to affected employees, or if applicable, certify prior to Contract award or Contract extension, if any, that one or more of the exemptions in paragraph (d) below applies.
 - (5) The Contractor shall not split or subdivide this Contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor to avoid compliance with this "Living Wage" article
- (d) Exemptions to this "Living Wage" article include:
 - (1) Contracts and agreements subject to higher wage rates required by Federal law or collective bargaining agreements;
 - (2) Contracts or agreements for regulated utilities;
 - (3) Emergency services to prevent or respond to a disaster or imminent threat to public health and safety;
 - (4) Contractor employees who work less than full time; and
 - (5) Contractors who employ fewer than ten (10) employees.
- (e) The Authority may adjust the living wage rate effective in January of each year. The adjustment will reflect the average living wage rate among Metro's Compact

jurisdictions with living wage rates. If after Contract award the living wage rate increases, the Contractor is entitled to an equitable adjustment to the Contract price in the amount of the increase for employees who are affected by the escalated wage.

- (f) Failure to comply with the Authority's Living Wage Policy shall result in the Authority's right to exercise available contract remedies, including contract termination, where no fraud is suspected.
- (g) If fraud is suspected, the Authority's only remedy prior to adjudication by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

13. METRIC SYSTEM

To the extent the Federal Government directs, the Contractor agrees to use the metric system of measurement in its Contract activities, in accordance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. § 205 (a) *et. seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205(a) note; and applicable U.S. DOT or FTA regulations in accordance with applicable Federal directives. As practicable and feasible, the Contractor agrees to supply products and services with dimensions expressed in the metric system of measurement. Metric usage shall not be required to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms.

14. MANDATORY DISCLOSURE

The Contractor shall timely disclose, in writing, to WMATA's Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this Contract or any subcontract hereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

- (a) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- (b) A violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733).
 - (1) WMATA, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by the law and regulation, such information will not be released by WMATA to the public pursuant to a Public Access to Records (PARP) request. WMATA may transfer documents provided by the Contractor to any department or agency within the state, Federal or local government, if the information relates to matters within the organization's jurisdiction.
 - (2) If the violation relates to an order against a government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract

such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the OIG of the agency responsible for the basic contract.

15. WHISTLEBLOWER PROTECTION – NON-FEDERAL

- (a) The Contractor and its subcontractors shall encourage their employees and independent contractors to report information, without fear of actual or threatened discrimination, retaliation or reprisal that they in good faith reasonably believe is evidence of gross mismanagement; gross misuse or waste of public resources or funds; fraud; violation of law; abuse of authority in connection with the conduct of WMATA's operations or contracts; or a substantial and specific danger to health, security or safety. The Contractor and its subcontractors shall notify their employees that they may make reports under this paragraph to:
- (1) WMATA's Office of Inspector General (OIG), in person, in writing, through the OIG Hotline (888-234-2374), via email at wmata-oig-hotline@verizon.net or by any other reasonable means;
 - (2) WMATA's Metro Transit Police Department (MTPD), in person, by telephone (202-962-2121) or by any other reasonable means, or to the OIG, if the information constitutes a potential violation of criminal law;
 - (3) WMATA's Chief Safety Officer, in person, in writing, through the SAFE Hotline (202-249-7233) or email safety@wmata.com, or by any other reasonable means; or
 - (4) Any other official, office or agency within WMATA or outside WMATA that the employee or independent contractor reasonably believes has the authority to act on the matter.
- (b) The Contractor, its employees, independent contractors and subcontractors shall cooperate with any inquiry or review by an authorized official of WMATA, or by the Federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, and with any enforcement or judicial proceeding arising from such inquiry or review.
- (c) The Contractor and its subcontractors shall not interfere with or deny the right of any employee or independent contractor of either the Contractor or any of its subcontractors to make a report under paragraph (a). The Contractor and its subcontractors shall not recommend, take or threaten to take any action having a negative or adverse impact on any employee or independent contractor of either the Contractor or any of its subcontractors because he or she:
- (1) Made or is perceived to have made a report under paragraph (a);
 - (2) Sought a remedy under applicable law after making a report under paragraph (a);

- (3) Participated in or cooperated with an inquiry or review by an authorized official of WMATA, or by the Federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, or with an enforcement or judicial proceeding arising from such inquiry or review;
 - (4) Refused to obey an order that would violate law; or
 - (5) Refused To Work or authorize work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there was no reasonable alternative to refusal, there was not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, notified the Contactor or subcontractor of the condition and of his or her intent not to perform or authorize work.
- (d) The Contractor shall include, or shall cause to be included, the substance of this clause, including this paragraph (d), in its subcontracts at all tiers.

16. WORKPLACE VIOLENCE/ZERO TOLERANCE

Pursuant to Metro Policy/Instruction 7.8.3, all Metro Contractors must: (1) establish zero tolerance for acts of workplace violence for their employees and those of subcontractors at any tier, and (2) not retaliate against any of their employees or independent contractors for cooperating with investigations.

17. DRUG AND ALCOHOL TESTING (FOR SAFETY SENSITIVE FUNCTIONS ONLY)

N/A

18. EMPLOYMENT RESTRICTION WARRANTY

- (a) The Contractor warrants that it will not offer employment to, solicit or discuss prospective employment with, or otherwise engage in substantive employment related discussions or communications with, any present or former Board member of the Authority who has been involved, directly or indirectly, in any matter of financial interest to the Contractor until at least two (2) years after the Board member has ceased involvement in the matter. The post-employment restriction on former Authority employees is one (1) year from the date of their last employment with WMATA. The Contractor shall not knowingly engage in communications of the nature described above with any immediate family member or member of the household of any Authority employee or Board member during the period when such employee or Board member is involved in any matter of financial interest to the Contractor.
- (b) If a former Board member or employee of the Authority is eventually hired, the Contractor shall ensure that the former Board member or employee is not involved in negotiating or otherwise dealing with the Authority on any particular matter over which he or she had responsibility during his or her tenure.
- (c) Should the Contractor fail to comply with the provisions hereof, and no fraud is suspected, the Contracting Officer shall have the right to withhold payment under this

Contract in an amount not to exceed two percent (2%) of the total Contract amount as liquidated damages to the Authority, such withholding to be in addition to any other withholding or retainage under this Contract. Any dispute shall be settled in accordance with the "Disputes" clause of this Contract.

- (d) If fraud is suspected, the Authority's only remedy prior to a final decision by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

19. GRATUITIES

- (a) In connection with performance of this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contract, to any Board member, employee or agent of the Authority; with a view toward securing this Contract or securing favorable treatment regarding this Contract is expressly forbidden. The terms of this "Gratuities" clause shall be strictly construed and enforced in the event of violations hereof.
- (b) Reported instances of the giving or offering to give gratuities within the context of this "Gratuities" clause will be investigated by the Authority's Board of Directors or its duly authorized representative. A preliminary investigation will be made to determine whether there is probable cause to suspect that a violation of this clause exists. If such probable cause exists, the Board of Directors, or its duly authorized representative, shall formally notify WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.
- (c) The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided under this Contract, at law or in equity.

20. OFFICIALS NOT TO BENEFIT

- (a) No member of or delegate to Congress, resident commissioner or member of a state or local public body shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom during his or her tenure or for two (2) years thereafter, unless his or her interest in the business entity that is awarded this Contract is placed in a blind trust in accordance with the rules and regulations of the U.S. Office of Government Ethics (OGE).
- (b) Enforcement of this clause shall be consistent with 18 U.S.C. § 431.

21. ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) An organizational conflict of interest (OCI) exists when the nature of the work to be performed under a proposed contract or a subcontract may, without some restriction on future activities result in an unfair competitive advantage to the Contractor or subcontractor; because of (1) unequal access to information, (2) biased ground rules or (3) impaired objectivity. An unequal access to information OCI may exist if in performing a Contract, a Contractor obtains access to non-public information that provides it with a competitive advantage in a later competition. A biased ground rules OCI may exist if the Contractor has a role in setting rules for a source selection in which it will compete. An impaired objectivity OCI may exist if, in performing a Contract, a Contractor is called upon to evaluate an offer from or performance by, itself or an affiliated entity.
- (b) In the event that the Contractor believes that it or any of its potential subcontractors may have an OCI, it shall notify the Contracting Officer, in writing, within five (5) working days after it becomes aware of the potential or actual OCI. The written notification shall identify the nature and circumstances of the perceived conflict and propose appropriate measures to eliminate or mitigate the OCI. The Contracting Officer will review the circumstances and the proposed mitigation plan and notify the Contractor stating whether: (1) no mitigation is required; (2) the conflict cannot be mitigated; or (3) the conflict can be mitigated and he or she accepts the proposed measures, or recommends additional measures.
- (c) The Contractor's failure to identify such perceived conflicts may result in the Contract being rescinded or terminated.
- (d) Should the Contractor identify or become aware of a conflict during the term of this Contract, including any extension thereof that it could not reasonably anticipate prior to award, it shall notify the Contracting Officer in accordance with paragraph (b), or request an exception to the restriction with supporting rationale. The Contracting Officer shall consider the Contractor's proposed measures to mitigate or eliminate the conflict, or the request for an exception.
- (e) If the proposed measures are not determined to be feasible or are otherwise not acceptable to the Contracting Officer, he or she may terminate the Contract. If the Contracting Officer does not grant a request for an exception, and the Contract is not terminated, the Contractor shall be notified in writing and be given ten (10) days from the date of the written notification to take all necessary actions to comply with this clause.
- (f) If the proposed measures are determined to be acceptable to the Contracting Officer, he or she may grant a specific exception to this restriction, when in the Contracting Officer's judgment, the exception will not create a conflict between the Contractor's duties and obligations under this Contract and the duties and obligations imposed on the Contractor under another contractual or other relationship.
- (g) If the Contractor fails to comply with the terms of this clause, and no fraud is suspected, the Contracting Officer, may withhold payments due under this Contract until such time as the Contractor is in compliance or, should the non-compliance remain uncorrected at the expiration of ten (10) days from the Contracting Officer's

written notice as provided in paragraph (b), terminate the contract for default pursuant to this Contract.

- (h) If fraud is suspected, the Authority's only remedy prior to a final determination by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.
- (i) The Contractor, in performing this Contract, shall avoid any conduct that might result in or give the appearance of creating for Board members or employees of the Authority in their relationship with the Contractor, any conflicts of interest or favoritism and/or the appearance thereof and shall avoid any conduct that might result in a Board member, or employee failing to adhere to any Code of Ethics or standards of conduct adopted by the Authority's Board of Directors.
- (j) The Contracting Officer's determination under this clause shall be final and shall be considered a question of fact within the meaning of the "Disputes" article of this Contract.

22. CONTRACTOR PERSONNEL

- (a) The Authority may direct the replacement of the Contractor's employees reasonably deemed to be unsuitable by the Contracting Officer, or whose continued participation in the work is deemed contrary to the best interests of the Authority. Except in circumstances deemed exigent by the Contracting Officer, the reason for replacement will be discussed between the Contractor and the Authority before a replacement directive is issued. Upon receipt of a written replacement directive from the Authority specifying the date by which the replacement must occur, the Contractor shall proceed with the replacement and shall do so in a manner that minimizes, to the greatest extent practicable, any impact upon the Contract.
- (b) Contractor personnel required to work on WMATA's property must obtain a WMATA vendors' badge and successfully complete the mandatory safety training that must be renewed yearly. The Contractor must advise its affected personnel that, to obtain a vendor's badge, a signed waiver to perform a background check is required.

23. FALSE STATEMENTS, CLAIMS OR SUBMISSIONS

- (a) The Contractor acknowledges its responsibility to undertake its obligations under this publicly funded Contract with full integrity and, to take all reasonable steps to ensure that statements, claims and submissions made pursuant to this Contract are provided in good faith and with a reasonable belief as to their truthfulness, accuracy and completeness.
- (b) In the event that it is finally determined by a court of competent jurisdiction that any statement, claim, submission, or certification made by or on behalf of the Contractor pursuant to a material element of the Contract was knowingly false, fictitious or

fraudulent, the Authority shall be entitled to recover from the Contractor, an amount equal to not more than three (3) times the monetary value of the benefit derived or sought to be derived by the Contractor through its false statement, claim or submission. For purposes hereof, an element of the Contract shall be deemed material if it impacted or could reasonably have been intended to impact the disposition of any claim, dispute, proposed or implemented change order, proposed pricing or schedule adjustment of any nature, or other substantive issue directly affecting the rights of the parties under the Contract.

- (c) The Authority's only remedy prior to a final determination by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.
- (d) The Authority's rights set forth in this article are in addition to any contractual, legal or equitable rights that may arise upon the Contractor's submission of a false claim or statement, including without limitation, the Authority's right to terminate the Contract for default once fraud is finally determined by a court of competent jurisdiction. The provisions of this clause shall not serve in any respect to limit, waive or modify any civil or criminal liability, of the Contractor or any of its officers, agents or employees that such conduct may precipitate.

CHAPTER X – MISCELLANEOUS ADDITIONAL PROVISIONS

1. FEDERAL, STATE, AND LOCAL TAXES

- (a) Except as may be otherwise provided in this Contract, the Contract price shall be deemed to include all applicable Federal, state and local taxes and duties.
- (b) If a statute, court decision, written ruling or regulation regarding any Federal excise tax or duty on the transactions or property covered by this Contract takes effect after the Contract date, and:
- (c) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or rate increase that would not otherwise have been payable on such transactions or property, the Contract price shall be increased by the amount of such tax or duty or rate increase, if the Contractor warrants in writing that no amount for such newly imposed Federal obligation was included in the Contract price as a contingency reserve or otherwise; or
- (d) Results in the Contractor not being required to pay or bear the burden of, or in its obtaining a refund or drawback of, any Federal excise tax or duty that would otherwise have been payable on such transactions or property or that was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Authority, as the Contracting Officer directs. If the Contractor fails to follow the Contracting Officer's instructions, it will be required to pay or bear the burden of, any such Federal excise tax or duty through a decrease in the Contract price.
- (e) Paragraph (b) above shall not be applicable to social security taxes or to any other employment tax.
- (f) No adjustment of less than \$250 shall be made in the Contract price pursuant to paragraph (b).
- (g) As used in paragraph (b), the term "Contract date" means the date the Contract was executed by the Authority. As to additional services, supplies or construction procured by modification to this Contract, the term "Contract date" means the effective date of such modification.
- (h) The Contractor shall promptly notify the Contracting Officer of matters that may result in either an increase or decrease in the Contract price under this clause and shall take action as the Contracting Officer directs. The Authority shall be entitled to a reduction in the Contract price reflecting such amount and a refund of monies paid related to such taxes, plus applicable interest.

2. PUBLIC COMMUNICATION

The Contractor shall not issue communications to the media, place advertisements, nor publicize through any means the services, goods or construction that it is providing to WMATA under this Contract, without prior written consent of the Contracting Officer. The Contractor shall not publish, in print or online, any communications products such as

newsletters, press releases, blogs or other communications without the Contracting Officer's prior, written consent. Approval of any such requests shall be at the Contracting Officer's sole discretion.

3. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

- (a) This Contract shall be deemed to be executed in the District of Columbia, regardless of the domicile of the Contractor and shall be governed by and construed in accordance with the laws of the District of Columbia except to the extent, if any, superseded by Federal law.
- (b) The parties agree that any and all claims asserted by or against the Authority arising hereunder or related hereto shall be heard and determined either in the courts of the United States located in the District of Columbia, the State of Maryland or the Commonwealth of Virginia or in the courts of the District of Columbia, State of Maryland or Commonwealth of Virginia that maintain jurisdiction over such claims and where venue properly resides.

4. SEVERABILITY

If the Contract contains any unlawful provisions, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

5. SURVIVAL

Any provision expressly set forth as surviving the expiration or termination of this Contract, shall be deemed to survive any such expiration or termination.

CHAPTER XI – ADDITIONAL PROVISIONS

1. AMERICANS WITH DISABILITIES ACT ACCESSIBILITY –

- (a) The Contractor agrees that it will operate public transportation services in compliance with 42 U.S.C. § 12101 *et seq.*; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)” using facilities and equipment that comply with 49 C.F.R. Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38. Private entities must comply with the requirements of 49 C.F.R. Part 37 applicable to public entities with which they contract to provide public transportation services.
- (c) Facilities to be used in public transportation service must comply with 42 U.S.C. § 12101 *et seq.*; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.

2. RETAINAGE

- (a) *Final Payment Only Retainage.* All amounts withheld from Contractor as retainage, based on a percentage of the work completed, or as a line item tied to the completion of the work shall be retained solely out of the Contractor’s final payment. Payment of any fund withheld from Contractor’s final payment shall be released to Contractor within thirty (30) days after completion of Contractor’s Work and Closeout Release.

3. GOVERNMENT-WIDE DEBARMENT OR SUSPENSION-

- (a) The Contractor is bound by its certification contained in its offer to the Authority that neither the Contractor its principals, or affiliates, are excluded or disqualified, from Federal contracting. The certification is a material representation of fact, relied upon by the Authority in entering into this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Authority, 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 adopted and supplemented by U.S. DOT regulations at 2 C.F.R, part 1200 “Nonprocurement Suspension and Debarment,” including any amendments thereto, Executive Orders Nos. 12549 and 12689 “Debarment and Suspension” 31 U.S.C. § 6101 note, and other applicable Federal laws, regulations or guidance regarding participation with debarred or suspended contractors throughout the term of this Contract.
- (b) Flow-down requirement. The Contractor agrees to include this article in all subcontracts at all tiers under this Contract requiring lower tier contractors to comply with Federal suspension and debarment requirements, and review the System for Award Management (SAM) at www.sam.gov in order to comply with U.S. DOT regulations at 2 C.F.R, Part 1200 prior to awarding any subcontract under this Contract.

4. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. § 3801 *e.t 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 this Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or FTA assisted project for which this Contract 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 that it deems appropriate.
- (b) 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. 5307, the Government reserves the right to impose the penalties of 18 U. S. C. 1001 and 49 U. S. C 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (c) Flow-down requirement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. PROGRESS PAYMENTS

When satisfactory progress has not been achieved by a Contractor during any period for which a progress payment is to be made, a percentage of the progress payment may be retained. Retainage should not be used as a substitute for good contract management, and the Contracting Officer should not withhold funds without cause. Determinations to retain and the specific amount to be withheld shall be made by the Contracting Officer on a case-by-case basis. Such decisions will be based on the Contracting Officer's assessment of past performance and the likelihood that such performance will continue. The amount of retainage withheld shall not exceed ten percent (10%) of the approved, estimated amount in accordance with the terms of this Contract and may be adjusted as the Contract approaches completion to recognize better than expected performance, the ability to rely on alternative safeguards, and other factors. Upon completion of all Contract requirements, retained amounts shall be paid promptly.

6. BONDING FOR CONSTRUCTION PROJECTS EXCEEDING \$150,000

N/A

7. BONDING REQUIREMENTS – GENERAL

N/A

CHAPTER XII-WMATA POLICIES

1. SAFETY REQUIREMENTS

N/A

2. CRIMINAL BACKGROUND CHECK REQUIREMENT

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

One Badge or not) or otherwise have access to WMATA's customers, property, or confidential information undergo the required criminal background checks.

3. WORKPLACE VIOLENCE/ZERO TOLERANCE

Pursuant to Metro Policy/Instruction 7.8.3, all Metro Contractors and subcontractors at any tier must: (1) establish zero tolerance for acts of workplace violence for their employees and independent contractors, and (2) not retaliate against any of their employees or independent contractors for cooperating with investigations.



MID-ATLANTIC COOPERATIVE RIDER CLAUSE

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOCG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
 - 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
 - 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
 - 2.3 Contract obligations rest solely with the participating entities only;
 - 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

PART III TECHNICAL SPECIFICATIONS

Introduction

The Washington Metropolitan Area Transit Authority (the “Authority” or “WMATA”) is requesting proposals to provide consulting services to implement and integrate Oracle’s Hyperion v12.1 with WMATA’s existing PeopleSoft 9.1 system to provide computerized financial records management capability for approximately 125 users in the Chief Financial Officer’s Office. An option is included to upgrade this implementation to integrate with PeopleSoft 9.2 when WMATA performs that upgrade. WMATA expects this RFP to result in a Fixed Price, Fixed Deliverable contract, or best alternative, with the selected vendor or vendor team.

WMATA has already purchased the Hyperion software. As part of this implementation, WMATA seeks a Systems Integrator (SI) to provide a turn-key solution to address concerns with the usability, user interface, adaptation to a rapidly changing organizational structure, and lack of effective analytical tools.

Company Description

WMATA’s Department of the Chief Financial Officer (CFO) is responsible for its financial integrity, reporting and the administrative functions, including the collection of revenue and other income, accounting for financial transactions, including, but not limited to, assets and liabilities, planning and development. In addition, the CFO is responsible for Federal grants management, as well as cash and risk management.

The Office of Management and Budget Services (OMBS) is responsible for

- Preparation and administration of the annual operating budget and six-year capital budget
- Finance and Administration Committee presentations and briefings
- Budget, revenue and ridership variance reporting and analysis
- Financial presentations to the Board and external communication with local Governments
- Calculation of annual subsidies by transit mode (Bus, Rail and Access)
- Providing financial analysis for labor negotiations
- Production of the annual budget book

WMATA’s current financial systems include:

- PeopleSoft Financials and Supply Chain
- PeopleSoft Human Capital Management (HCM)
- PeopleSoft EPM (Enterprise Performance Management)
- PeopleSoft nVision
- IBM DataStage
- IBM Cognos
- Kronos

Project Key Goals & Objectives

WMATA is transforming its budgeting, forecasting, reporting, analytics and infrastructure capabilities. The overall goals of the program are the following:

- Standardize business processes utilizing a global standard master data governance process with enhanced controls
- Establish a common business reporting framework across all business units and improve reporting capabilities to enhance decision-support with analytics for operational insights
- Seamlessly integrate the PeopleSoft financials technology with the Budgeting and Planning system environments to achieve performance that is predictable, reliable and scalable across all systems and support structures
- Enable robust reporting and dashboard analytics with drilldown to transactional systems
- Improve the efficiency and quality of planning, budgeting, and forecasting processes;
- Streamline the budget formulation process
- Successfully transfer the skills and knowledge necessary to the operation of Hyperion to WMATA designated personnel

Anticipated benefits of the program include:

- Eradicating manual activities and reconciliation efforts
- Enabling common / repeatable business processes throughout the organization;
- Improving the end-user experience
- Increasing management's confidence in plans, budgets and forecasts
- Shortening various back office cycle times (reports, budgets, forecasts)
- Streamlining report creation and management
- Eliminating redundant data repositories and offline manual files
- Positioning WMATA for future expansion, leveraging Hyperion across all business units and properties

Expected Outcomes

WMATA expects to achieve a number of outcomes at the end of this program including:

- Implementation of Enterprise Planning, Budgeting and Forecasting solution enabled by:
 - Increased use of standard functionality to enhance business productivity
 - Increased application performance resulting from improved infrastructure capabilities
 - Improved operating efficiencies by eliminating manual, redundant, and/or inefficient processes
 - Increased use of fact-based management analysis and decision making;
 - Financial reporting sourced from a single system

- Master Data Management:
 - Implement a Master Data Management tool to establish master data rationalization; manage, and synchronize data across the applications and the enterprise
 - Streamline master data management across departments & disparate technologies
 - Streamline master data integration process
 - Consolidate and rationalize master data elements for customers;
 - Governance process for managing master data
 - Solution for sharing master data between systems (e.g. PeopleSoft, Hyperion, etc.)
 - Enhanced controls by restricting access to financial data

- Implementation of Business Intelligence tool as the standard Financial Reporting / Dashboard solution with:
 - Development of standard, enterprise-wide management and analytic reports
 - Increased use of fact-based management analysis and decision making
 - End user summary level and transactional reporting

- Implementation of Extract, Transform and Load (ETL) solution enabled by:
 - Reduced operating costs by leveraging an integrated financial system with minimal customizations
 - Targeted use of WMATA's limited financial and IT resources to drive the most value from their time
 - Improved and quicker ETL integration among disparate systems
 - Provides full integration with PeopleSoft systems

- Implement seamless integration with enterprise Back-Office and Financial Systems
 - Adopt loosely coupled integration framework
 - Increase availability, re-use and sharing of information
 - Enhance information flow across disparate business units for better decision support systems
 - Avoid multiple point-to-point integration issues and to facilitate unique and seamless integration (data exchanges capabilities)

WMATA's Desired End State / Future State

WMATA desires to implement a Planning & Forecasting solution that efficiently improves the following: 1) the accuracy of yearly plans and monthly forecasts, 2) reduces the planning, budgeting and forecasting cycle by weeks or months, 3) eliminates lag time between when plans are updated and reports are refreshed, 4) drastically reduce IT intervention and 5) improves business predictability.

WMATA's future state will also need to leverage leading practice technologies to drive operational improvement. The SI will be responsible for the design and deployment of these systems, encompassing the goals and outcomes stated in this document. In addition, the future state will eliminate all manual processes and capture all activity within Hyperion to provide a complete management overview from month to month and year to year, provide an audit trail of

all actions that are easily viewable with the ability to provide supporting detail, add commentary and attach necessary documents for review.

The SI will be responsible for working with WMATA's personnel to determine the optimal system design. WMATA is currently using PeopleSoft Chart of Accounts (COA) and the Hyperion design should include the PeopleSoft COA for department level planning and corporate planning.

The SI will be responsible for operational analysis, implementation of the business requirements, design, build, testing, training, roll out, knowledge transfer and post production support to WMATA at the end of the engagement. The SI will also support test activities by providing business and technical support and implementing corrections. Your RFP Response should include detailed activities and deliverables for each of these project stages including project management and change management activities.

Financial Reports / Interfaces / Conversion

Financial Reports and Queries

OMBS anticipates that approximately 55 reports (i.e. 30 HR / 25 Finance) and 60 ad hoc reports will be required to support end users post implementation.

Interfaces

The SI will be responsible for the design, development and testing of the interfaces from PeopleSoft systems. The known interfaces are included in this solicitation.

During the design phase, the SI should validate the number and type of required interfaces. As part of this effort, the SI should assume that all interfaces to use Application Program Interfaces (API) and or SOA/ESB based integration. The selected vendor will be expected to design, build, test and deploy all interfaces adopting SOA/ESB platform to integrate PeopleSoft (HCM, Financial, SCM), Kronos, EDW and Hyperion.

Data Migration

The SI will be responsible for providing a data conversion strategy, approach, tools, design, development and testing of all conversion. The SI will be responsible for validating and reconciling all historical data. WMATA is currently using PeopleSoft EPM 9.1 and the extraction of the previous and current data and the loading of the data into the new Hyperion software application will be the SI's responsibility.

Summary of Project Scope/Milestones

WMATA envisions entering into an Agreement with the selected vendor, serving as a Systems Integrator and contractually committing to the following deliverables. As each deliverable is approved by WMATA’s COTR, the SI will be eligible to receive a progress payment equal to the progress percentage listed below, less retainage of 10%.

Working under the direction of the Contracting Officer’s Technical Representative (“COTR”) and the Hyperion Program Manager (“HPM”) the selected vendor shall minimally provide the following deliverables:

Table 1. Summary of Project Scope / Milestones

Deliverable Name	Deliverable Description	Progress Percentage
System Architecture	System architecture to stand up Hyperion at WMATA in a fault tolerant configuration at two separate data centers.	5%
Implementation of System Architecture	After Approval of the System Architecture, execution of a plan to implement that architecture. WMATA will provide the software licenses, servers, and other hardware for this effort.	5%
Business Processes, Business Rules Functional Requirements, non-Functional Requirements, and Technical Specifications including Report Requirements	Business Processes, business rules, Functional and Non-Functional requirements and business rules for configuration of Hyperion based upon the business requirements provided in RFP and subsequent interviews that may be necessary to clarify those business requirements. All functional and non-functional requirements must be decomposed to ensure they are clear, correct, complete, concise, testable, and unambiguous, All requirements will be maintained in WMATA’s Jazz	10%

	<p>environment.</p> <p>Traceability between all requirements artifacts (business processes, business rules, stakeholder requirements, business requirements, functional requirements, integration requirements) through test cases and defects will be established and maintained using Jazz.</p>	
Technical Specifications	After all requirements are approved the vendor shall prepare the technical specification for the implementation, including the specification for integrations.	5%
Develop and Configure the Solution (including reports), Conduct Smoke Test	<p>After approval of the technical specification, the vendor shall configure Hyperion to conform to the approved requirements and technical specification. The vendor will perform a smoke test under the COTR's supervision, on the completely configured application to confirm the acceptance criteria is met.</p> <p>Hyperion financial reports to include but not limited to proposed budget book, personnel/position-based reports, budget to actual comparisons and position reconciliation reports.</p>	20%
Develop and Configure the integrations, conduct smoke test.	After approval of the technical specification, the vendor shall configure the PeopleSoft/Hyperion integrations to conform to the approved requirements and	15%

	<p>technical specification. When completed, the vendor shall conduct a smoke test of the integration systems under the COTR's supervision to confirm the acceptance criteria is met.</p>	
System Test – Hyperion and reports	<p>The vendor shall support system testing of the configured application by a third party. Support activities may include, but are not limited to test case creation, review, or execution, providing technical training to facilitate script execution. The successful completion of system testing will be determined by the COTR.</p>	0%
Systems Integration Test	<p>The vendor shall support a systems integration test to be performed by another party.</p> <p>Support activities may include, but are not limited to test case creation, review, or execution, providing technical training to facilitate script execution.</p>	0%
User Acceptance Testing	<p>The vendor shall support user acceptance testing, which will be directed by a third party.</p> <p>Support activities may include, but are not limited to test case review, technical training to facilitate test script development and execution.</p>	0%
Defect correction	<p>The vendor shall correct all defects identified during all testing phases. Corrected defects will be retested by a third party. The COTR shall determine when all defects are corrected.</p>	10%

Development of training materials and documentation.	<p>The vendor shall develop and deliver training materials to include desk aids and user guides. Training should include both presentation of material and interactive components for staff to perform functions and tasks.</p> <p>Development of detailed administrators guide with screen shots included for all administrator roles and tasks.</p> <p>The vendor shall deliver a full set of system documentation, including, but not limited to, system architecture, user guide, administrator’s guide, interface integration architecture, and process descriptions.</p> <p>Documentation of all business rules or calculations needed for applications, including an explanation of the purpose of each.</p>	20%
Go Live Support	The vendor shall develop the plan for implementation and implement it.	5%
Post Implementation Support	The vendor shall provide 30 days of on-site support after implementation.	5%

Each deliverable will be presented to the COTR and HPM for approval. Progress payments will be made for each deliverable as a percentage of the total contract value, as shown above. There will be a retainage of 10% of each payment.

Note: In all phases of the project, the vendor will be required to record and maintain business processes, all requirements, test cases and scripts, test results, defects and defect resolution, and to store developed code, in WMATA’s JAZZ instance. Requirements traceability will also be maintained in WMATA’s instance of IBM’s Jazz.

Base Year

The vendor will prepare a fit gap/analysis to determine steps necessary to modify Hyperion to integrate with PeopleSoft 9.2.

Table 2.

Deliverable Name	Deliverable Description	Progress Percentage
Fit Gap Analysis	Perform a fit-gap analysis to determine the tasks necessary for Hyperion to integrate with PeopleSoft 9.2.	15%
Plan Development	Develop a plan to carry out the tasks identified in the Fit Gap Analysis.	15%
Build	Upon plan approval, build the solution as described in the plan.	30%
Systems Integration Test	The vendor shall support a systems integration test to be performed by another party. Support activities may include, but are not limited to test case creation, review, or execution, providing technical training to facilitate script execution.	0%
User Acceptance Testing	The vendor shall support user acceptance testing, which will be directed by a third party. Support activities may include, but are not limited to test case review, technical training to facilitate test script development and execution.	0%
Defect Correction	The vendor shall correct all defects identified in testing. Corrected defects will be retested by a third party. The COTR shall determine when all defects are corrected.	10%

Modification of Training Materials and Documentation.	<p>The vendor shall modify training materials to include desk aids and user guides. Training should include both presentation of material and interactive components for staff to perform functions and tasks.</p> <p>Modification of detailed administrators guide with screen shots included for all administrator roles and tasks.</p> <p>The vendor shall deliver a full set of system documentation, including, but not limited to, system architecture, user guide, administrator’s guide, interface integration architecture, and process descriptions.</p> <p>Modification of the documentation of all business rules or calculations needed for applications, including an explanation of the purpose of each.</p>	20%
Go Live Support	The vendor shall develop the plan for implementation and implement it.	5%
Post Implementation Support	The vendor shall provide 30 days of on-site support after implementation.	5%

Optional Support – Year 1

Table 3.

Deliverable Name	Deliverable Description	Progress Percentage
Year 1 Support	If this option is exercised, the Vendor shall provide one year of on call support. This	Quarterly payments of 25% of the total cost.

	support may be used to correct defects or address issues as they arise. This support shall not exceed twenty (20) hours per month during the 365 day period after the completion of Post Implementation Support.	
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Each deliverable will be presented to the COTR and HPM for approval. Progress payments will be made for each deliverable as a percentage of the total contract value once the deliverable has been approved, as shown above. There will be a retainage of 10% of each payment.

Note: In all phases of the project, the vendor will be required to record and maintain business processes, all requirements, test cases and scripts, test results, defects and defect resolution, and to store developed code, in WMATA's JAZZ instance. Requirements traceability will also be maintained in WMATA's instance of IBM's Jazz.

Prospective Vendor Sessions

Prospective vendors who are deemed as in the competitive range may be invited to present their proposals in person. These sessions are anticipated to take place at WMATA's Headquarters in Washington, DC.

Please list your requirements for the demo, the expected time range for the completion of the demo and provide your experience as it correlates to the project. No type of marketing campaign shall occur. The purpose of this demo should be specific to our requirements.

Project Scope Details

1. The software to be installed should consist of the following components:

- Enterprise financial planning is to include core financial budgeting and planning functionality as well as purpose-built modules for strategic planning, workforce planning, capital expense planning, project financial planning and data integration. The modules should be configurable to address specific planning requirements and integrated with operational planning applications.
- Ability to eliminate data bottlenecks and manual file manipulation by allowing efficient data imports from a range of financial data sources.
- Ability to produce a source-to-report view of financial data. It should allow business analysts to develop standardized financial data management processes and validate data from any source system—all while reducing costs and complexity.
- Other tools that help management to proactively manage changes in master data across operational, analytical and enterprise performance management silos.

2. Ability to integrate with WMATA's Security (Active Directory) for authentication based on a security user list.

3. Configure integrations with PeopleSoft HCM, FSCM and ELM. Other interfaces will be considered as a component of the non-functional requirements the vendor will prepare (see project summary).
4. Ability to build dimensions, web input forms for departmental budget requests, financial reports as stated in “Deliverables” section and calculations to meet the WMATA’s design specifications.
5. Load ten (10) years of history into Planning and Budget from the WMATA’ PeopleSoft EPM module. Provide the WMATA with instructions (including screen shots) on how to add additional years into the application.
6. Create proposed budget book, various budget reports, budget to actual variance reports and position budget related reports and document budget book creation process in detail with a step-by-step guide, including screen shots.
7. The vendor shall conduct meetings as necessary to validate development, refine requirements, and incorporate changes into the application.
8. Complete migration of the applications across environments during implementation.

High-Level Program Timeline

The framework below summarizes the timeline WMATA hopes to follow for this program. Offerors are required to provide their own proposed schedule. This schedule must minimally include all of the deliverables shown in Summary of Project - Project Scope, above. This schedule assumes a contract award on or about March 30, 2018.

Table 2. High-Level Program Timeline

ID	Target Completion Dates	Activity
1	May 2018	Program Launch / Project Plan
2	June 2018	Requirements Validation workshops
3	July 2018	Design Documentation & Workshops
4	August 2018	Application(s) Design / Build Successful completion of Smoke test
5	February 2019	<ul style="list-style-type: none"> - User Acceptance Testing - System Testing - Integration Testing - Customer Acceptance Testing
6	May 2019	- Implementation into Production

		- Knowledge Transfers and Support / Maintenance
7	June 2019	- Post Implementation Support

Project Management

Project Management Requirements

WMATA will provide a project team with a COTR, an established Executive Steering Committee (ESC), project officers, functional leads and team members for each functional area. The SI will provide an experienced team in the implementation of Hyperion products comprised of a Project Manager, technical and functional leads for each specific application and developers for each application. The SI will provide in advance a proposed team structure with roles and responsibilities and relevant experience. The SI Project Manager will be expected to communicate progress via the following mechanisms:

- Project plan that identifies and outlines milestones and tracks activities;
- Weekly status updates to enable the team to review findings and progress against work plan;
- Issue logs and risk registers for escalation and timely resolution;
- Executive Steering Committee meetings. In the meetings, the SI Project manager will:
 - Report on progress, schedule, and scope, as defined the Project Management Book of Knowledge (PMBOK), 6th edition;
 - They will also report on risks are rated as high probability or high impact and issues that have arisen from risks;
 - They may request changes to the project's scope or schedule during these meetings and provide their estimates of the cost and benefits of making such changes. The ESC will make decisions regarding these recommendations. If they require contract modifications, the COTR will work with WMATA's Office of Procurement to effect them.

Project Management: The SI contractor shall provide a description of the proposed methodologies and WMATA approved tools that will be utilized for the management and execution of the proposed solution. This includes:

Project management methodologies: This includes any certifications that the SI organization has and will apply to this engagement. Such methodologies shall address, at a minimum, the following project management areas:

- Project start-up methodology;
- Schedule management;
- Scope management ;
- Project financial management;

- Document Management;
- Requirements management;
- Configuration management;
- Software Change Management;
- Organizational Change Management, including training and communications;
- Status Reporting.

The SI will follow the 6th edition of the PMBOK unless the agreement between the parties and WMATA shall override it. Additionally, The SI must follow WMATA IT's Product Lifecycle Management processes, (PDLC), and Software Lifecycle Development processes and tools and templates. For reference, the overview of the standards is included under Appendix B.

Methodology for collaborating with WMATA: This includes an explanation of communication strategies and processes for identifying and resolving problems.

Project Schedule: The SI shall describe the proposed tasks that it will perform to satisfy all of WMATA's objectives within the implementation time line. The project schedule shall highlight the sequence of events that the contractor will use to fulfill the proposed objectives and requirements, consistent with the contractor's proposed pricing.

Risk Management: The SI shall describe its proposed methodology to proactively manage and mitigate project risks throughout the duration of this task order from implementation to operations and maintenance. The methodology shall include the identification of major risks encountered on similar projects and how the proposed methodology mitigates those risks.

Staffing Plan and Organizational Structure: The staffing plan shall include, for SI personnel only:

- Description of the proposed project's organizational structure, including the roles and responsibilities of each member of the team.
- An organizational chart that defines the relationships between the roles, identifies the assigned personnel for each role, and indicates which individuals are key personnel. Where personnel have not been named, indicate the role and the number of proposed personnel.

Process for ensuring sufficient experienced personnel are assigned who are qualified in conducting similar operations (including, but not limited to, Hyperion system implementation expertise, PeopleSoft expertise, project management, risk management, business analysis expertise, technical and functional expertise, organizational change management and communications, configuration management, training expertise, data conversion expertise, application management expertise, and IT administration expertise) and who have relevant backgrounds and experience.

Description of how the SI will incentivize retention of its staff that are identified as key personnel.

A staff continuity methodology that addresses the method of ensuring project continuity during staff transition throughout the life of the engagement

- Identify key personnel who will be assigned to this project and who will be the actual personnel responsible for management and/or performance in the event the proposal results in award. As part of the proposal, the SI shall provide the resumes of all personnel assigned to this engagement. Resumes shall be no more than two (2) pages long. Resumes shall include the individual's specific experiences that are directly related to the objectives and requirements of this RFP and clearly demonstrate the relationship between each proposed individual's relevant professional certifications and qualifications, and the tasks or role to be performed by that individual. Key individuals should not be replaced from the project without prior approval from the WMATA team.

- The SI project management responsibilities include but are not limited to:
- Organize and attend a kickoff meeting between Authority staff and the SI team to walk through the project plan and other project business.

-
- Create and maintain the Master Project Schedule, utilizing WMATA's Clarity Project Portfolio Management (PPM) tool and Microsoft Project. The schedule must identify all major and minor milestones.
- The Master Project Schedule shall be updated on a weekly basis.
- Maintain an issues and risks log utilizing WMATA's Clarity PPM tool.
- Provide weekly updates to the work plan, or as requested by the COTR.
- Create and maintain the Hyperion system architecture and design plan.
- Execute project management and control including weekly progress meetings with the Authority's Project Manager or designated staff.

The SI shall utilize WMATA's Clarity PPM tool to prepare a progress/projection report every week on a mutually agreed reporting period and format. This report shall include, but is not limited to, the following items:

- An updated project schedule with explanations of all deviations from the approved schedule together with a plan to recover the schedule.
- An updated list of project action items, their status and due dates.
- A summary of planned activities for the upcoming month.
- A summary of any change requests and contract questions.
- A summary of current and anticipated project problem areas.
- A summary of problems and resolutions, issues and risks
- An updated project schedule with explanations of all deviations from the approved schedule together with a plan to recover the schedule.
- An updated list of project action items, their status and due dates.
- A summary of planned activities for the upcoming month.
- A summary of any change requests and contract questions.
- A summary of current and anticipated project problem areas.
- A summary of problems and resolutions, issues and risks.

Progress review meetings shall be scheduled weekly by the COTR and SI Project Manager, and attended by both, plus additional staff as needed. Progress meetings shall be used to review the progress report, open action items, risks and issues, and activities for the near future.

The Project Manager shall address problems and document issues, as soon as possible. Timely resolution of issues is critical to a successful and on-time delivery.

The SI shall also attend technical meetings to discuss technical aspects of the project and to review comments on the documents submitted for approval. When appropriate, these technical meetings shall be conducted as extensions to the progress meetings.

Project Organization and Governance Structure

The project will be executed under the following governance structure:

Executive Steering Committee

WMATA's Executive Steering Committee (ESC) is composed of key executive stakeholders who collectively will provide leadership direction, business alignment and resolution of issues escalated by the Project Management Office. Specifically, the Steering Committee:

- Guides team on key decisions around scope, timeline, budget;
- Resolves escalated project issues/risks;
- Helps set project priorities;
- Has the authority to authorize changes in scope and schedule;
- Will be the body that gives final approval that the project is ready for implementation into the production environment.

Project Management Office

SI Project Management Office will provide project management capability to ensure the effort remains on time and within budget. In addition, SI PMO is responsible for resolving issues/risks escalated from the project team leads. Specifically the Project Management Office:

- Provides overall program management of Hyperion implementation projects;
- Serves as a key liaison among the SI implementation project team, SI functional representatives, the COTR, WMATA project officers, and the ESC;
- Ultimately responsible for delivering the agreed scope within time and budget from WMATA's perspective;
- Resolves problems and/or escalates them to the ESC;
- Leads the SI project team and is responsible for on-time, on-budget delivery of the project, as defined by the final agreement of the parties.

Change Management

The SI shall provide details of business process changes that, in their experience, were required in other implementations of Hyperion at large agencies similar to WMATA. They will work with the COTR and other designated WMATA personnel to design mitigating strategies to minimize change impact. The SI shall provide an accurate mapping of system work roles and responsibilities from the "as-is" to the "to-be" work environment for effective workforce transition. The SI shall identify any new skill sets and/or competencies required for staff utilizing the tool and new processes.

The SI shall develop and deliver timely organizational change management and workforce transition management strategies and activities.

Deliverables are the following:

- Definitions of new business practices and associated defined procedures aligned to Hyperion best practices and WMATA's Budget Process;
- Comprehensive business process workflow plan;
- Based upon the functionality of the Hyperion product, the SI will offer recommendations on changes to roles and responsibilities of personnel involved in the budget process.
- Training to ensure staff adoption of the new practice and system;
- Periodic communications of various sorts to the impacted user community.

Software Installation

The SI and WMATA shall install and configure Oracle's Hyperion and peripheral components in four environments. The environments will be on premise at WMATA. These environments will be used for development, test, training, and production. The SI shall provide infrastructure design documentation that completely describes and depicts the overall Hyperion infrastructure architecture, including, but not limited to, databases, application servers, web servers, and load balancing mechanisms. The documentation shall define, depict, and describe the individual applications and describe the relationships between the applications. Any portions of the database and any components developed or modified for the Hyperion system shall be identified.

In the event that the configurations of the software do not support the requirements, the SI will provide custom solutions to fully conform to WMATA's requirements. Any customizations developed will become the property of WMATA after acceptance. The following conditions must be satisfied for this approval:

- Changes and modifications are required to be documented in a complete and clear manner in accordance with the WMATA's established documentation standards and features, and options pertaining to the Authority must be clearly distinguished from those that do not pertain;
- The Authority shall retain full approval over the work plan, test plan, and other documents produced in this implementation;
- Design specifications and other documentation requiring Authority approval must be delivered no less than ten working days prior to the contracted or agreed upon scheduled delivery date to allow for review and corrections;

Deliverables are the following:

- Installed and configured Oracle Hyperion software;
- Full and detailed documentation of all systems configurations;
- Detailed architecture document showing components of web server, application server and load balancing mechanisms;
- Documentation of all systems customization;

Interface Implementation

The SI shall develop detailed functional and non-functional requirements, based upon the business requirements contained herein and best practices for integrating Hyperion with PeopleSoft, for all integrations required by Oracle's Hyperion applications and other interfacing systems and ensure proper interface testing. The SI shall design and implement these interfaces in an open architecture that allows Authority personnel to maintain, adapt, and update these interfaces through installation of updates and upgrades to the system. The SI shall use standard application programming interfaces ("API"s) that eliminate the need to reprogram each interface whenever the software vendor releases an update or new version of software. Upon acceptance of these interfaces including related documentation.

Deliverables include, but are not limited to, the following:

- System interface design and technical specifications, including protocols, data formats, descriptions of interactions, and test plans. The specifications shall be at a detailed level to enable Authority staff to maintain and update these interfaces over the course of the Hyperion application lifecycle;
- Detailed requirements for all changes needed in the interfacing systems
- Interface test scripts and test results;
- Operational interfaces between Hyperion and external specified systems.

Data Migration

The SI shall determine the necessary financial data required to make the system operational and also identify, in conjunction with Authority staff, what data will be available from current systems, and what new data may have to be generated by WMATA. Once the data conversion specifications are completed, the SI will develop programs to extract the necessary data from WMATA's systems. The SI shall be responsible for realignment of the data, if necessary, and verifying, and populating Hyperion with this data.

Minimum Deliverables are the following:

- Data conversion plan;
- Data definition list including element format and conversion cross-references;
- Data conversion specifications and record format;
- Field level mapping document;
- Flexible fields (description, length, type) to incorporate the Authority's unique business processes.
- Data migration/conversion test plan

Testing

The SI shall conduct unit and smoke testing according to a Test Plan the SI will develop. Systems Integration Testing (SIT), User Acceptance Testing (UAT), and Final Acceptance Testing will be performed by WMATA personnel under the direction of WMATA's Information Technology Quality Assurance Team. The SI is expected to assist the WMATA testing personnel by participating in SIT, UAT, and FAT Participation in testing activities may include documenting and, reviewing, and executing documented test cases, providing application expertise. The SI will also attend defect review meetings to communicate progress on, and status of defects The SI is expected to correct all identified defects in a timely manner. All tests

plans, scripts, results, and defects will be recorded in WMATA's instance of IBM's JAZZ. Requirements traceability will also be maintained in WMATA's instance of IBM's Jazz.

Deliverables:

- Unit tests plans, test cases, and results;
- Smoke Test plans test cases and results;
- Data migration/conversion test plans, test cases, and results
- Defect corrections;
- Test scripts and results.
- Traceability Matrix (via Jazz tool)

On-site user acceptance testing shall include appropriate SI and Authority staff. System stress and user acceptance tests shall exercise all system components and shall be designed to simulate the Authority's production environment. Thus, stress and acceptance tests cannot begin until the data conversion and the system interface tasks are complete.

The system integration and acceptance tests will include comprehensive testing that proves the Hyperion system meets the following:

- Business Requirements and Business Processes
- Functional Requirements.
- Non-functional Requirements
- Integration Requirements

Documentation

The SI shall provide a complete set of documentation for all phases of the project. The SI is required to include a revision table at the beginning of the document where the SI can provide information such as revision number, date, subject and/or description along with any other necessary details and approvals.

All documents including document formats require advance approval of the Authority prior to their development. Documents due for approval must be submitted no less than ten working days in advance of the scheduled approval date to provide sufficient time for the Authority to review the document. A functional description document shall be provided that contains a high-level definition of the Hyperion functionality and the detailed functionality of all software elements. The following information must be included in the functional description documentation:

- An overview of the system software showing all major subsystems;
- An overview of all system software by product and subsystem and all relationships;

Deliverables:

- Requirements Management Plan
- Business Process Documentation (as-is and to-be) stored in WMATA's Jazz tool.
- Technical design system documentation
- Functional design system documentation
- Infrastructure installation system configuration documentation;
- Guidance on maintenance documentation, including change management procedures;

- Training manuals and standard operating procedures for use by system users and system administrators.
- Configuration Management Plan
- Test Plans
- Decomposed stakeholder and Business Requirements that will be stored in the IBM Jazz tool.
- Requirements Traceability Matrix between all requirement artifacts (business processes, business rules, requirements (stakeholder, business, functional, non-functional, integration) through test cases, and defects.

System Roll-out

The SI, in conjunction with the WMATA COTR, shall prepare a system Implementation Plan that minimizes the impact on the Authority's day-to-day operations. The SI must detail its plans for staging and preparation for cutover, including parallel operations with existing systems. The Implementation plan shall be approved by the ESC before commencement of the roll out.

Deliverables:

- Implementation Plan and schedule including post-implementation issue logging and resolution process;
- An Implementation checklist should enable the tracking of any functional or technical issues to be resolved by the SI and approved by the Authority prior to system acceptance;
- A complete and operational Hyperion system and associated peripheral components system throughout the Authority;
- The SI team will be on-site for the first thirty business days after implementation to address any defects that may arise.

Post-Implementation Support

If WMATA exercises Option 1 to this contract, The SI shall provide post- implementation support for a period of 365 days from completion of the system implementation. This support includes providing staff to ensure business continuity without interruption to close, budgeting or forecasting processes.

Optional production support – Authority may elect to have additional production support for a period of 365 days from the date of Implementation at the sole discretion of the Authority.

Deliverables:

- Post-Implementation support plan including maintenance of an issues log in JAZZ with severity, root cause and resolution;
- Trouble shooting guide;

Training

The SI must develop a comprehensive training plan encompassing any training required to ensure the successful implementation and operation of the Hyperion system. The instructors provided by the SI must have had previous formal instructor training and all relevant experience with Hyperion applications. The instructors must be able to demonstrate a thorough knowledge and understanding of the material that they are covering in their course(s). The instructors must

be completely knowledgeable and proficient in all system documentation, training materials and training aids used in the course(s).

At the conclusion of the SI supplied training, all will become the property of the Authority. The Authority shall retain the right to use and reproduce all training materials for its own internal needs. These materials may be developed by using Oracle's User Productivity Kit (UPK).

The SI shall provide the following types of training:

- **Train the Trainer** - The Authority will assist in training its users with its own trainers. The SI must develop a training program and schedule training for approximately 5-10 users.
- **System Administrator Training** - The SI must develop a training plan and schedule training in the administration of the system for approximately 5 system administrators.
- **IT Technical Staff Training** - The SI must develop a training program and schedule training for approximately 2 IT staff members in all technical aspects of the system allowing them to take part in the implementation and ongoing maintenance of the system.
- **Key User Training** - The SI must develop a training program and schedule training for approximately 150 key users that will allow them the ability to create, modify, and update spreadsheets. In addition, the users must be trained on any new procedures required for proper use of the system and adoption of the new tools in their work practices.
- **Computer Based Training** - The SI must develop a training program that is role based and context specific for various types of users and schedule training for approximately 150 users. Given constraints on the size of training rooms, WMATA anticipates a need for fourteen classes to accommodate this group (and provide make-up opportunities).

The SI must provide the required training materials for each class. All training materials must be submitted for review and approved not less than ten working days prior to the beginning of the first class. The training materials shall be used only for training purposes. The training materials must be developed to cover all aspects of the Hyperion system. All training materials must be provided in Microsoft Office or other WMATA designated software.

Deliverables:

- Train the Trainer training program, duration and schedule;
- System Administrator training program, duration and schedule;
- IT Technical staff training program, duration and schedule;
- Key User training program, duration and schedule;
- Computer-based training program, duration and schedule;
- All training material and aids including any electronic training media or aids;
- Conducting all training courses.
- Training Plan

Current Environment in the Office of Management and Budget Services

Figure 1 below illustrates WMATA's current PeopleSoft EPM environment and data- flow architecture as it relates to the planning and budgeting.

WMATA EPM Warehouse & PeopleSoft Planning Application - High Level Data Flow Architecture

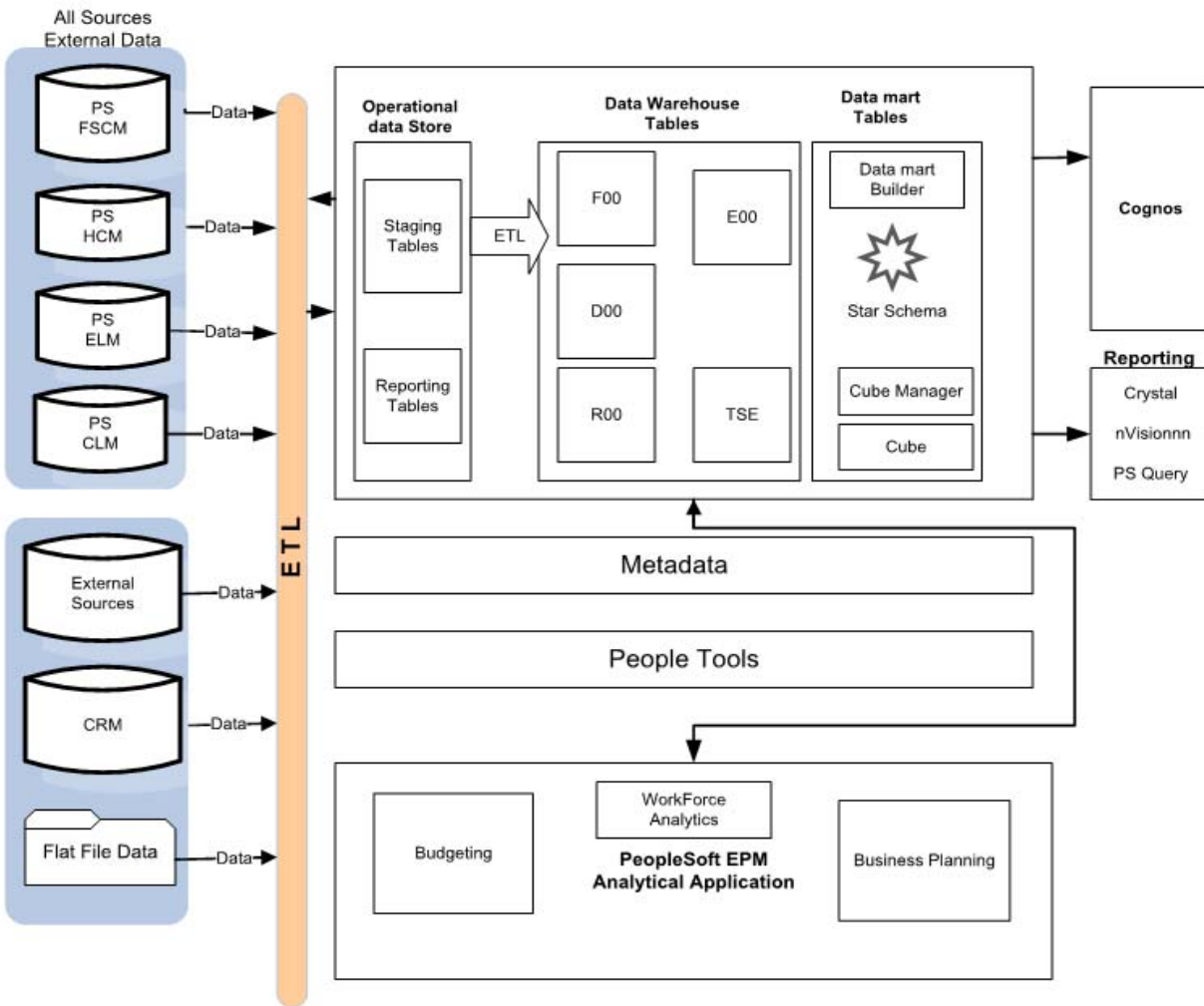


Figure 1. High Level Data Flow Architecture

Table 3 Table 3. OMBS PeopleSoft Application and Other Components depicts the current environments primary use of PeopleSoft EPM applications as it relates to the planning and budgeting tool.

Table 3. OMBS PeopleSoft Application and Other Components

PeopleSoft Applications	Primary Use
PeopleSoft Finance (FSCM)	- Used to capture General Ledger, Accounts Payable, Accounts Receivable, Billing,

	Procurement, Commitment Control, Asset Management and project costing data
PeopleSoft Human Capital Management	- Used to capture HR, Payroll and Time & Labor (TL) data
DataStage	- Used to integrate data from PeopleSoft Finance and HCM into PeopleSoft EPM - Used to cleanse HCM data before it's loaded into EPM
PeopleSoft EPM	- Used to manage metadata processes and create the annual budget for all departments and corporate
nVision	- Primary tool used for Management Reporting and analysis
Cognos	- Primary tool used for Enterprise Reporting
People Soft Query Manager	- Primary tool used to obtain transactional data and ad hoc reporting and analysis

Interfaces

The SI should provide information about all existing integrations between PeopleSoft and Hyperion. The SI will be responsible for the design, development and testing of the interfaces from legacy WMATA systems. During the design phase, the SI should validate the number and type of required interfaces. The known interfaces are listed below:

Table 4. Interfaces

Interface	Description	Source	Target	Frequency	Tool	Type
PS Human Cost Management (HCM)	Employee, Job, Position, Salary Details, Time& Attendance are transferred	HCM	EPM	Nightly	DataStage	Automatic
PS Financials (FSCM)	Financial Transactions & Ledgers	FSCM	EPM	Nightly	DataStage	Automatic

HCM to EPM

- On a daily basis, data from HR, Payroll, and TL modules of PeopleSoft HCM are extracted, transformed and loaded into EPM through PeopleSoft delivered ETL jobs via DataStage.

FSCM to EPM

- On a daily basis, data from the General Ledger, Accounts Payable, Accounts Receivable, Commitment Control and Project Costing are loaded into EPM via Data Stage.

Figure 2 depicts the current environments PeopleSoft Financial Interface Diagram with all the applications integrated

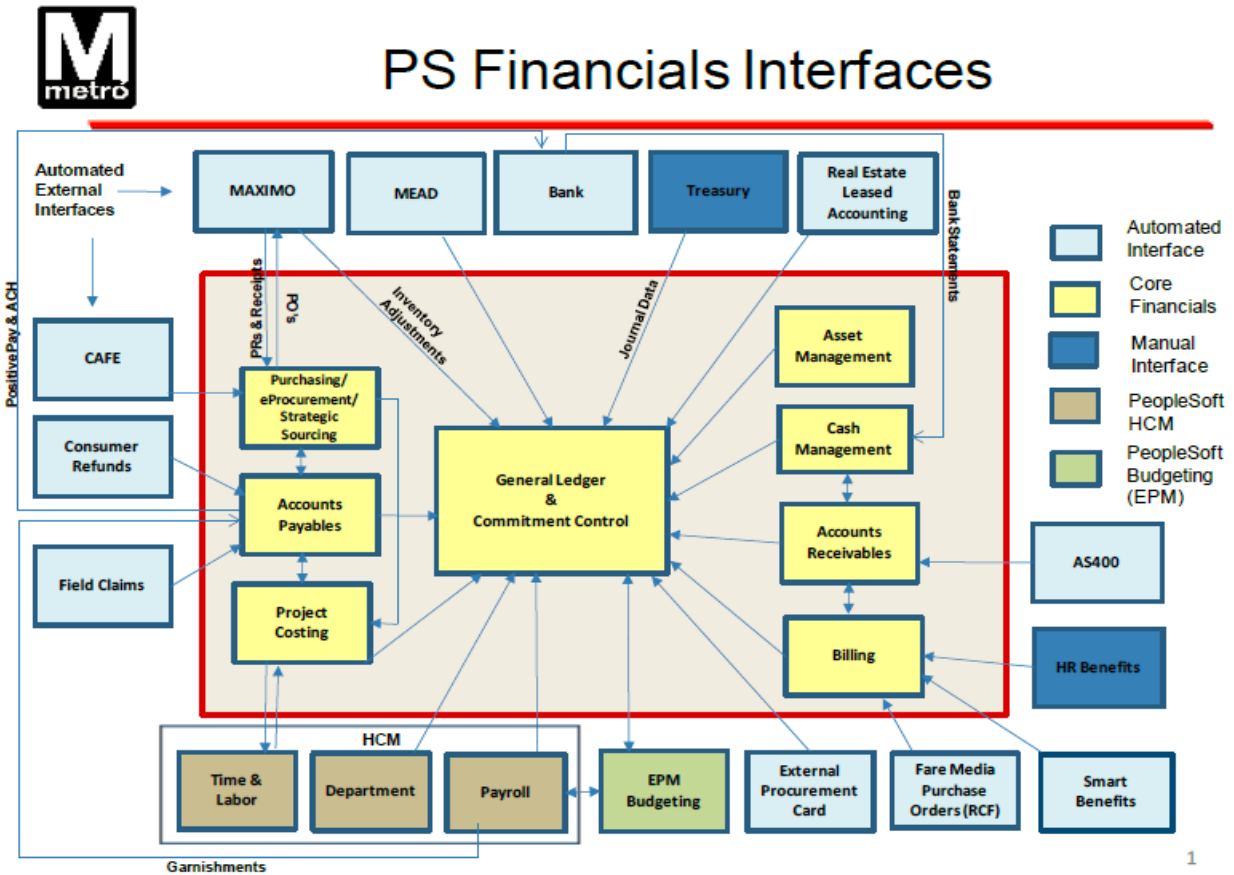


Figure 2. PeopleSoft Financials Interface

Conversions

The SI will be responsible for the design, development and testing of all conversions. Since WMATA is currently using PeopleSoft v9.1, the extract of the current data and the loading of the data into Hyperion instance will be the SI's responsibility (for ease of readability the horizontal line should go into the first column)

Table 5. Conversions

Application Name	Source System	Description	Count	Size
Actual Ledger (Finance)	EPM	Actual Ledger Information	10 Million Rows	5 GB
Budget Ledger (Finance)	EPM	Budget Details	10 Million Rows	10GB
EPM Planning Center Tree	EPM	Hierarchies	6000 Rows	< 10 MB
Account Categories	EPM	Hierarchies	5000	< 5MB

Infrastructure

Figure 3 depicts the current environments PeopleSoft EPM supporting infrastructure environment

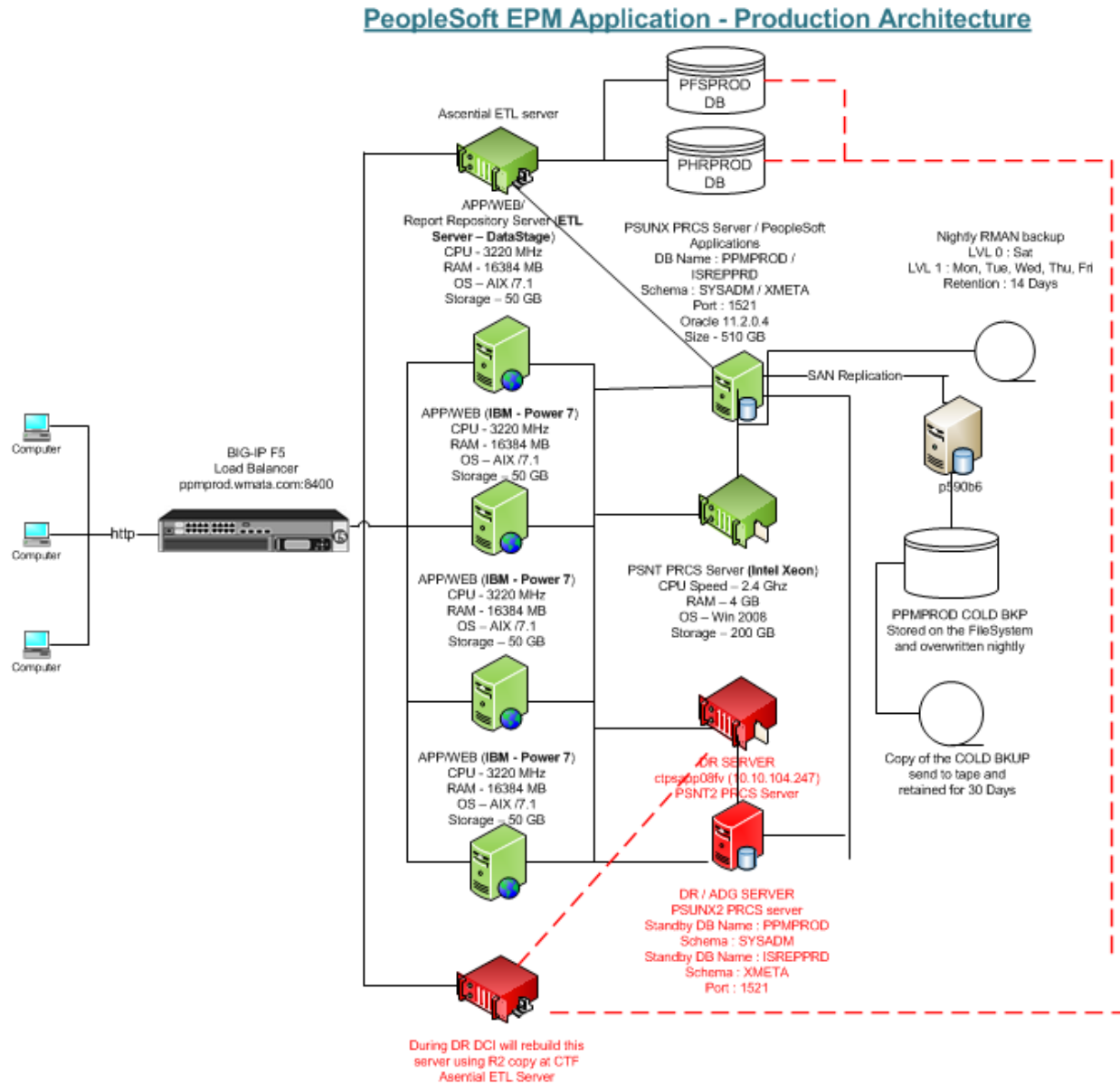


Figure 3. PeopleSoft EPM Application - Production Architecture

Current PeopleSoft EPM Production Environment Details

Table 6. WMATA PeopleSoft Production Environment Details

WMATA PeopleSoft Production Environment Details						
Application Description	Make	CPU Speed	% of Processors	RAM	OS / Version	Storage
PS FCSM App Server	IBM – Power 7	3220 MHz	2	16384 MB	AIX / 7.1	200GB
PS FCSM Database / Proc Server	IBM – Power 7	3108 MHz	8	90112 MB	AIX / 6.1	1500GB
PS FSCM NT Proc Scheduler	Intel Xenon	2.4 GHz	2	4GB	Windows / 2008	100GB
PS HCM App Server	Intel Xenon	2394 MHz	3	24031 MB	RH –LINUX/6.8	250GB
PS HCM Database / Proc Server	IBM – Power 7	3304 MHz	8	32768 MB	AIX / 6.1	1000 GB
PS HCM NT Proc Scheduler	Intel Xenon	2.4 GHz	2	8GB	Windows / 2008	200GB
PS EPM App Server	IBM – Power 7	3220 MHz	4	16384 MB	AIX / 7.1	50 GB
PS FCSM Database / Proc Server	IBM – Power 7	3108 MHz	6	94208 MB	AIX / 7.1	200 GB
PS HCM NT Proc Scheduler	Intel Xenon	2.4 GHz	1	4GB	Windows / 2008	200 GB

Table 7. Operating Systems

Operating System Used	Version
AIX	7.1
Windows	2008

Table 8. Applications

Application Description	DB Type	Version	Size
Finance	Oracle	12.1.0.2	750 GB
Human Capital Management (HCM)	Oracle	12.1.0.2	750 GB
EPM	Oracle	12.1.0.2	510 GB

Table 9. Other Software Details

Other Software Details	
Software Name	Version
Web Logic	11gR1
Tuxedo	11gR1
Microsoft Office	2013
IBM DataStage	8.1

Table 10. PeopleSoft EPM Metrics

PeopleSoft EPM Metrics associated w/ EPM	
Description	Size / Qty
Database Size	500 GB
Planning /Budget Data	30 GB
Number of Users	145
Active User During Budget Season	40
Number of Budget Centers	237
Number of Cost Centers	518
Number of Accounts	1,613
Number of Departments	25
Number of Years of Data	12
Number of Reports	60

Table 11. Enterprise Data Warehouse Metrics

Enterprise Data Warehouse (Metrics) associated w/EPM		
Data Warehouse Estimating Factors	Description	Number of Units
# of Key Metrics	50 % from HCM and the remaining from Finance	40
Planning /Budget Data	HCM, Finance, Learning Management and CRM	4
Number of Users	60% of this reports are PS queries	75
Active User During Budget Season	Both Position and Line item budgeting dimensions	30
Number of Budget Centers	Time, Scenario, Direct/Indirect, etc...	5
Number of Cost Centers	Current Finance users count is approximately 40	100
Number of Accounts	Budget center tree has 200 nodes at the lower level	200

Place of Performance/Working Hours

The place of performance is primarily at WMATA Headquarters, 600 Fifth Street NW, Washington, DC, Jackson Graham Building. Some off-site work may be permitted with approval from the WMATA Project Manager. Contractor shall perform the required services Monday through Friday between 8:30 AM and 5:30 PM. Contractor shall be expected to maintain WMATA holiday schedules.

APPENDIX A

Requirements Tables

Table 12. Stakeholder Requirements

Req #	Requirement Statement	Model Reference	Priority	Dependency
S1	<p>Single version of the truth</p> <ul style="list-style-type: none"> – The integration of disparate financial data into one database for analytical, budgeting, reporting and consumption. – Ability to have actual, budget, forecast and position data in a centralized system. – Ability to have complex business logic within the financial system to execute calculations and simulations very quickly. 		High	
S2	<p>Automate manual processes</p> <ul style="list-style-type: none"> – Redeploy manpower and system resources for better efficiency. – Ability to deliver the budget, forecast, reporting and dashboards with minimal IT involvement. – Spend less time on 		High	

	<p>data mining or more time on developing and reviewing the analytical data and answering the business questions very quickly.</p>			
S3	<p>Enterprise Master Data Governance</p> <ul style="list-style-type: none"> - A Metadata Management tool that is finance friendly, easily to manipulate and capture any organizational changes with associated data with the ability to compare from previous history - Establish a Governance Board/standing meeting to offer opinions and discuss the different hierarchy structures for internal and external reporting. 		High	
S4	<p>Create scalable processes and technology platforms for our future business</p> <ul style="list-style-type: none"> - Tie planning and budgeting tools to WMATA's business management. A tool that reduces the inefficiencies in the budgeting process and assists in maintaining stability through the internal processes with different stakeholders 		High	

	and departments.			
S5	Maintain Flexibility <ul style="list-style-type: none"> - A flexible and easily integrated tool that enables new business processes. 		High	
S6	Investment Protection <ul style="list-style-type: none"> - The investments made in ETL tool should be protected even when there is a change in the source table structures due to an upgrade of the source systems. (HCM, FSCM) 		High	

Table 13. Business Requirements

Req #	Requirement Statement	Categorization	Stakeholder Reference
O1	Establish a formal enterprise master data governance process to ensure metadata (i.e. cost centers, accounts and organization structure) is not missing from the hierarchy	Governance & Organization	S3
O2	Effective, efficient and nimble enterprise master data governance process for all financial data and KPI's – owned by WMATA's departments	Governance & Organization	S3
O3	Establish an enterprise master data governance process to maintain quality and usage standards for dimensions, metadata, business rules/calculations and reporting formats.	Governance & Organization	S3

Req #	Requirement Statement	Categorization	Stakeholder Reference
O4	Enhanced applications governance and support structure (i.e. one organization modifying the hierarchy to sync up all departments).	Governance & Organization	S3
O5	Common approach (and tools) for metadata management across the enterprise.	Governance & Organization	S3
O6	Common reporting and application standards across the business (i.e. utilization of one hierarchical structure for Accounting and OMBS).	Governance & Organization	S3
O7	Enhanced functionalities that allow the reporting on alternate hierarchies that support analysis of unique groupings of cost centers	Governance & Organization	S3
O8	Standardize definitions/calculations and sources for all performance metrics and KPIs through the use of a formal metadata dictionary (e.g. Ridership/Revenue/Service Hours, Calls).	Governance & Organization	S3
O9	Develop a standardized system for storing and reporting any shared or enterprise data used in planning, forecasting, reporting and analysis	Governance & Organization	S1
O10	Synchronize external Accounting reporting with internal OMBS reporting.	Governance & Organization	S1 & S2
O11	Implement a collaborative planning process through which the business units (i.e., department managers, analysts, and others) are both empowered and held accountable for planning and modeling volume drivers, while OMBS is responsible for revenue planning, forecasting and position management, in addition, to forging parallel/collaborative	Process	S4 & S5

Req #	Requirement Statement	Categorization	Stakeholder Reference
	review sessions in a bottoms-up exercise.		
O12	Develop internet based step-by-step user guides with screen shots for infrequent users.	Process / Training	S5
O13	Seed (pre-populate) plan elements at the beginning of a plan/forecast cycle without IT involvement.	Process	S2
O14	Auto-populate adjustable plan elements in applications and models at the beginning of a plan/forecast cycle.	Process	S2
O15	Auto-populate plan elements in applications and models without risking a negative or unfavorable budget.	Process	S2
O16	Flexibility to enable teams to perform department-specific calculations and “What-IF” analyses.	Process	S2 & S4
O17	Comparison of year over year, month over month, variance to Budget/Forecast/Actual and any other Scenarios.	Process	S2
O18	Develop a business rule to move salaries and wages and all associated costs (i.e. Fringe) of a PCN/FTE to different cost centers at anytime of the fiscal year. and perform comparative analyses.	Process	S2
O19	Ability to utilize prior year budgets of model allocations per PCN on a percentage basis to apply to next year's budget, with the ability to override the percentages for individual PCN.	Process	S1 & S2
O20	Ability to exclude/remove PCN/FTEs for budgeting, without deleting them while maintaining the ability to reverse the transaction.	Process	S2
O21	Ability to apply a shift differential to positions by dollars or percentages	Process	S2

Req #	Requirement Statement	Categorization	Stakeholder Reference
	based on job codes.		
O22	Ability to execute business rules in sequence with input values.	Process	S1
O23	Ability to adjust salary data based on percentages(%) or dollars(\$) based on Cost Centers, PCN or Job Codes.	Process	S5
O24	Ability to load top side actual adjustments into the Planning application and have the data reflected in key reports.	Process	S4 & S5
O25	Ability to input data via the Web and SmartView/Excel.	Process	S4 & S5
O26	Enable workflows at the various levels so that users will be notified of submissions, rejections or approvals.	Process	S2
O27	Provide capability to create, store, and modify payroll forecasts, including anticipated monthly compensation and benefits, at the individual position level.	Process	S4
O28	Maintain the integrity of numbering for new or transferred positions throughout the budget process.	Process	S4
O29	Complete / expand list of drivers and document all agreed-upon calculation logic (e.g. position logic) used for both budgeting/forecasting and historical reporting activities.	Information	S1
O30	To support <i>ad hoc</i> processes that allow quick comparative analysis and drill-down to the department, office and transactional levels.	Information	S2
O31	Standardize level of granularity required across the organization for each performance event (planning, forecasting, reporting, and analysis).	Information	S1

Req #	Requirement Statement	Categorization	Stakeholder Reference
O32	Create financial system tool that would enable quick and accurate workforce planning and position budgeting.	Information	S1
O33	Maintenance of at least 5 years historical actuals (in some cases, up to 10-15 years) to support trending analysis.	Information	S1 & S4
O34	Visibility into revenue components.	Information	S4
O35	Provide a consistent methodology for allocations, where “ input value ” data elements need to be populated to provide comparatives at a Mode level of detail.	Information	S4
O36	Interface strategies that support more real-time access to data.	Information	S1 & S2
O37	Data integrity strategy that resolves source system quandries.	Information	S1
O38	<i>Ad-hoc</i> query & multi-dimensional analysis tools.	Information	S3 & S4
O39	Ability to harvest key trends & summarize financial metrics from detailed operational KPIs (i.e. Ridership, Parking Utilization, Metro Access, Rail and Bus Trips, Advertising, etc...)	Information	S4
O40	Driver based planning tool supporting budgeting, forecasting, and workforce/capital planning with simulation & scenario analysis, plan aggregation, targets, work flows with enhanced user experience.	Information	S3
O41	The system must accommodate budgeting/forecasting/reporting by Modes (i.e. Bus(1), Rail (2), Access(10), Reimburse(19) and Capital (33).	Information	S4 & S5
O42	Ability to easily communicate and display global tasks (i.e. task lists).	Information	S4

Req #	Requirement Statement	Categorization	Stakeholder Reference
O43	Visibility into underlying formula or build-up of the calculations, including filtering criteria.	Information	S1
O44	Ability to have a PCN aligned to the mode, budget center and cost center.	Information	S1
O45	Ability add data by PCN into the system.	Information	S1
O46	The necessity to have a less complicated process and to be technologically driven.	Technology	S4
O47	Ensure forecasts or budget comments/provide supporting detail/add attachments to support forecast or budget assumptions.	Technology	S4
O48	Ability to “ drill back ” to underlying transactional details to support <i>ad-hoc</i> analysis including the ability to receive real time data after upload.	Technology	S3 & S4
O49	Source system integration (i.e. HCM, GL data, FSCM, actuary data) which optimizes the extract, transformation, and load (ETL) process and integrates the data from a variety of disparate sources on a weekly or monthly basis	Technology	S1 & S2
O50	Implement a single integrated platform to support Revenue/Expense/Workforce budgeting, forecasting, reporting and performance analysis across WMATA.	Technology	S4
O51	Automate business rules -- aggregations, roll-ups, and calculations (e.g., allocations, spreadsheet formulae); particularly those activities performed in Excel.	Technology	S2
O52	Integration -- Automate all data migration, mapping, transformation, and staging activities; particularly those activities performed in Excel.	Technology	S2

Req #	Requirement Statement	Categorization	Stakeholder Reference
O53	Advanced modeling capability to enable driver-based calculations of revenue / growth, corresponding revenue, expense, and use of growth as either a driver or outcome	Technology	S4 & S5
O54	Portion of the application (cube, version, scenario) where “offline” analysis can be done using full data model structure without disturbing production data.	Technology	S1 & S4
O55	Ability to use Smart Lists to calculate any accounts with different methodologies or to apply inflation factors to different account categories.	Technology	S3
O56	Sun-set prior EPM systems to ensure that all users source original shared data elements from the same “pure” source.	Technology	S2
O57	Ability to independently adjust growth factors for drivers, such as salary & wages and inflation, etc...	Technology	S2
O58	Refresh browser pages, on average, within 3 seconds during the daily critical processing window for user initiated field update transactions.	Technology	S5
O59	Facilitate on-line importing of data, allowing for different types of file formats (e.g. Excel, CSV, XML, fixed format, etc...) to the budgeting and forecasting or any other scenarios.	Technology	S5
O60	Define schedules, based upon business date data, to trigger processing of incoming/outgoing interface activity.	Technology	S5
O61	Be available to access from the main work site, contingency sites and home on a 24/7 basis with the exception of normal application and hardware maintenance windows.	Technology	S5

Req #	Requirement Statement	Categorization	Stakeholder Reference
O62	Provide contingency site failover within 1 hour with minimal loss of data when the primary site is unavailable during the critical application processing window.	Technology	S5
O63	Provide for a fully configured contingency site in the event that the primary site is non-functional.	Technology	S5
O64	Maintain data replication on the contingency site in near real time.	Technology	S5
O65	Provide the capability to execute multiple online tasks concurrently.	Technology	S5
O66	Maintain historical changes to forecast estimates.	Technology	S5
O67	Support multiple types of interface connectivity.	Technology	S5
O68	Maintain an audit history of all metadata definition changes.	Technology	S5
O69	Replicate (copy for use as a starting point) a forecast item for creation of a new forecast item.	Technology	S5
O70	Provide scheduled and on-demand extracts of the interface.	Technology	S5
O71	View all transaction information and supporting details both complete and in-progress.	Technology	S5
O72	Re-process incoming and outgoing interface information.	Technology	S5
O73	Speed / responsiveness of the system to generate quick updates and refresh data within a specific result.	Technology	S3 & S4
O74	Flexibility to have multiple scenarios that are independent of each other.	Technology	S4 & S5
O75	Capability to load data from Excel spreadsheet into the financial system.	Technology	S2 & S4

Req #	Requirement Statement	Categorization	Stakeholder Reference
O76	Drill-down capability enabled by automated integration with source systems.	Technology	S2 & S4
O77	Ability to have an audit trail to perform check totals to ensure the accuracy of the P&L.	Technology	S4
O78	Ability to have source systems that are optimized and standardized (single instance).	Technology	S1
O79	Ability to process data loads and/or updates as either “increment” or “replace.”	Technology	S4 & S5
O80	Ability to generate a verification report after loading financial data.	Technology	S2
O81	Preservation of relevant data structures while drilling-down along dimensions.	Technology	S4 & S5
O82	Support of mobile applications.	Technology	S2 & S4
O83	Ability to capture all set-up requirements for capital projects, the operating spending plans, capital spending plans, revenue budgets, monthly operating financial reports, budget formulation, and budget execution.	Technology	S4 & S5
O84	Ability to compile multiple years' of budget information for budget preparation based on OMBS defined criteria.	Technology	S4 & S5
O85	Ability to allow the Departments to develop "summary" and "detailed" budgets.	Technology	S4 & S5
O86	Ability to allow the Departments to develop budgets at the lowest budget/cost center level.	Technology	S4 & S5
O87	Ability to allow users to calculate and compare budget/forecast data against	Technology	S4 & S5

Req #	Requirement Statement	Categorization	Stakeholder Reference
	actual and/or defined targets		
O88	Ability to allow users to view prior year's line item budget/actual data, while entering current fiscal year budget request.	Technology	S4
O89	Ability to allow users to categorize and store different versions of the budget.	Technology	S4
O90	Ability to allow users to compare changes between different budget versions.	Technology	S4
O91	Ability to allow users to enter budget estimates by any specific period.	Technology	S4
O92	The System shall be flexible enough to accommodate and swap “Bottom Up” (starting from the lowest level) and “Top Down” (Starting from the highest level) data capturing.	Technology	S4 & S5
O93	Ability to allow users to generate current year forecasting and carry over projections into future planning years.	Technology	S4
O94	Ability to allow users to create reports right after hitting “Save” button.	Technology	S4
O95	The System should have the ability to load source data or incremental source data into Hyperion in an automated fashion.	Technology	S4 & S5
O96	The System should have the ability to integrate metadata and data into Hyperion and PeopleSoft GL in an automated fashion.	Technology	S4 & S5
O97	Ability to allow users to enter data for the current budget year, current forecast year and 5 year long range plan.	Technology	S4 & S5
O98	Ability to allow the user to apply pre-defined budget formulas and calculations automatically with the database.	Technology	S4 & S5

Req #	Requirement Statement	Categorization	Stakeholder Reference
O99	The System shall post the final approved budget into People Soft GL.	Technology	S1 & S4
O100	Interface with Payroll/Personnel data in developing labor budgets, position counts and employee classifications	Technology	S2
O101	Provide the ability to populate the budget formulation system with prior-year(s) budgeted and actual amounts. Depending upon line item, allow for adjustments to populated fields.	Technology	S4
O102	The system shall provide the ability to refresh position budgeting information in EPM from HR.	Technology	S2
O103	Provide the ability to easily change the format or formulas of detailed budget and planning formulation worksheets periodically, as necessary.	Technology	S4
O104	Provide the capability to prepare financial plans based upon multiple measures, (e.g. Obligations, costs, labor hours and FTE's). Provide the ability to adjust projection rates (e.g., 90%, 100%, 110%) based upon actual activity	Technology	S4
O105	Provide the ability to maintain chronological traceability including date, and time stamp for all budget changes. Provide the ability to record a narrative reason for change with each record as well as user ID	Technology	S4
O106	Display actual spending by defined time periods (date ranges), functions or other specified attributes (e.g. mode, department, location, object) and prepare projections on a percentage basis (increase or decrease).	Technology	S4
O107	Rationalize reports and report content, and segregate <i>ad hoc</i> vs. routine,	Reporting	S2

Req #	Requirement Statement	Categorization	Stakeholder Reference
	actionable vs. other, and self-service vs. distributed content.-Autonomous report development and automation for the delivery to the designated customer.		
O108	Publish reports in PDF format as a multi-page single PDF document for use by interested stakeholders and for web posting.	Reporting	S5
O109	Publish reports in HTML page format to allow for deployment of a read-only interactive web version of the report.	Reporting	S5
O110	Allow for export of report data to multiple output types, including but not limited to any Microsoft Office Suite products, CSV, HTML, and PDF.	Reporting	S5
O111	Develop reports that can show results in the following areas instantaneously (i.e. Historical Headcount, Job Code, Job Type, By Department, Fund Source, Commitment Control, and Collective Bargaining Agreement)	Reporting	S2
O112	A financial reporting tool that enables self-service reporting with minimal IT involvement.	Reporting	S2
O113	Standardized reporting library for consistent reporting.	Reporting	S2
O114	Common reporting and dashboard tools across the business.	Reporting	S2
O115	Maintain an audit log with security records that contain information about user navigation through the application.	Security	S4 & S5
O116	Provide the necessary functionality to support security administration in a centralized environment.	Security	S4 & S5
O117	Restrict and control user access by department unit or other pre-defined	Security	S4 & S5

Req #	Requirement Statement	Categorization	Stakeholder Reference
	system functions (i.e. revenue/expense/headcount).		
O118	The System shall support 150 users in total and 70 concurrent users during budget formulation season.	Infrastructure	S4
O119	Optimization and preservation of systems performance to eradicate the “wait time” to input financial information or executing any particular function.	Infrastructure	S1
O120	Ability to have formal and continuous training, in addition, to executing the commitment to have new employees trained on the new financial system.	Training	S5
C121	The system shall provide for labor forecasting to manage capital projects. Establish a single capital labor model which incorporates the single direct labor charges and the indirect labor charges and breaks them out by regular and overtime and labor classifications (e.g. force account).	Governance & Organization	S3
C122	Minimal Impact on the ETL jobs when there is a source systems upgrade... (Any upgrade to the PeopleSoft Source Systems could change the table structures and relevant patches that should be available for the ETL Jobs).	Governance & Organization	S3
C123	The system shall provide the ability to differentiate projection increases by type of expenditure (e.g. labor, fuel) and to exclude major one-time transactions from the projection.	Information	S1
C124	The ability to budget / forecast by my month and by multiple years.	Information	S1
C125	Ability to tie actuals to contracts	Information	S2
C126	Ability to capture the original funding and entire balance of a contract over multiple	Information	S1

Req #	Requirement Statement	Categorization	Stakeholder Reference
	years and months.		
C127	Ability to have access to all the financial data that correlates to the project.	Information	S1
C128	Ability to store historical data that is easily retrievable for analysis purposes.	Information	S1
C129	Ability to see how the budget historical changes from year to year.	Information	S1
C130	A better communication plan to define the changes within the budget.	Information	S5
C131	The ability to have member formulas and calculation scripts within the database.	Technology	S1
C132	Ability to extract data from Funds Management, HCM, People Soft GL, Commitment Control, Maximo and Data Warehouse Tables.	Technology	S2
C133	Ability to integrate purchase order and vendor information.	Technology	S4
C134	Ability to drill back to the source and by year	Technology	S2
C135	Ability to drill through to the source data / transactional data for analysis (e.g. AP data).	Technology	S2
C136	Ability to develop a forecast within the system or load the forecast from Excel into the system.	Technology	S2
C137	Ability to budget and forecast at the activity , account, personal, non-personal level by multiple years and monthly basis.	Technology	S2
C138	Ability to perform Monte Carlo simulations for the forecast.	Technology	S1
C139	Ability to perform regression analysis .	Technology	S1
C140	Ability to replicate statistical model(s) .	Technology	S1

Req #	Requirement Statement	Categorization	Stakeholder Reference
C141	Ability to pull the data from the financial system into the schedule.	Technology	S2
C142	Ability to have different scenarios.	Technology	S1
C143	Ability to load and retrieve data from Excel.	Technology	S2
C144	Ability to leave comments / text / attachments / supporting detail in the application.	Technology	S1
C145	Ability to have the system build a baseline forecast and graphically display the trends of the data (e.g. Actual Costs as a percent of total budget and percent of YTD).	Technology	S2
C146	Ability to have automated rollups reports at a program level (e.g. Budget vs Actual by Program, Total Planned and Actual Investment by Program by Expense Type).	Technology	S3
C147	Ability to transfer data via an ETL process.	Technology	S2
C148	Ability to have a “ single source of the truth ” that replicates all disparate data sources.	Technology	S1
C149	Ability to automate all manual processes.	Technology	S2
C150	Ability to capture all expenses including historical data for all projects for all years.	Technology	S4
C151	Ability to drill back to the transactional level, improved categorization and description of the data.	Technology	S5
C152	Ability to have budget changes completed within Hyperion and replicated in Commitment Control and Funds Management.	Technology	S1
C153	Ability to export the data in Commitment Control (Expenditure Budget) and Funds	Technology	S1

Req #	Requirement Statement	Categorization	Stakeholder Reference
	Management (Funding Reimbursed Budget) into Hyperion and any changes that are made filters back to the KK and Funds Management.		
C154	The ability to Read and Write rules to KK and Funds Management through the same update process.	Technology	S5
C155	The ability to create funds management rules.	Technology	S5
C156	The ability to provide procurement contract analysis around the following: <ul style="list-style-type: none"> ○ Terms of Contract → Source: CLM & Purchasing Module ○ PO / Contract Number → Source: Purchase Module Invoice → Source: AP Module	Technology	S1
C157	The ability to extract the disparate sources of data: <ul style="list-style-type: none"> ○ Project Data ○ GL Data ○ Asset Management Data ○ Budget Data ○ Purchase Order Data ○ Requisition Data ○ Project Costing Data ○ Customer Labor Management Data ○ Human Capital Management Data - Time / Labor 	Technology	S1

Req #	Requirement Statement	Categorization	Stakeholder Reference
	<ul style="list-style-type: none"> ▪ People ▪ Details of Pay ▪ Job Number ○ Data Warehouse <ul style="list-style-type: none"> - PS_Proj_Resource (Table Name) <ul style="list-style-type: none"> ▪ Funds Management ▪ Commitment Control ▪ Primary Fields <ul style="list-style-type: none"> ○ Resource ID ○ Activity ID ○ Business Unit ID ○ Details of Pay - PS_Project - PS_Ledger_Proj - PS_Ledger_KK - PS_Proj_Activity - PS_Proj_Subcat_Tbl - PS_Porj_Res_Type - PS_Proj_Catg_Tbl 		
C158	Ability to create dashboards and send reports by PDF.	Reporting	S5
C159	Ability for the user community to write their own reports with minimal IT	Reporting	S2

Req #	Requirement Statement	Categorization	Stakeholder Reference
	intervention.		
C160	Ability to develop security around Capital Projects.	Security	S4

APPENDIX B

WMATA IT Product Lifecycle

WMATA IT's Product Lifecycle Management standardizes the project execution throughout the enterprise. It ensures all projects utilize software development principles and adhere to industry best practices. The end-to-end framework also allows stakeholders to manage projects from cradle to grave while maintaining the flexibility to tailor each project to its specific needs based on size, complexity, scope, and duration. The framework also provides uniform, consistent deliverables throughout each project's lifecycle.



Figure 4. IT Product Lifecycle Management Process

Project Management Templates shall be made available; upon request.

APPENDIX C

Architectural Considerations

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
1	Business	Business Process Flows	As part of the RFP response, Vendor to provide samples of business process flow and use case of core functions in a typical solution implementation. Post award of contract, vendor shall provide a complete list of the (future state) Business Process Flows based on functional requirements, encompassing end-to-end business function cycles. The vendor also needs to provide the detailed use-cases, their mapping to the business flows and a complete functional gap-analysis.		
2	Business	Use-Cases			
3	Business	Gap Analysis documents			
4	Business	User Friendliness	The vendor shall provide a solution with a consistent user interface, look and feel across all components, including: consistent function keys, navigation patterns, field naming, error messages, and so forth.		
5	Business	Compliance	Provide the list of standards that the solution complies with, including but not limited to: LMRDA, ISO-26000, HIPAA, PII, OWASP, ISO-9001, ITSM, CSRA, ISO/CD-45001, ISO-27001, ISO-30300, Section 508, SOC 2 etc. Please elaborate supporting your response.		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
6	Business	Reporting	Describe the list of built-in functional reports (with functional descriptions) provided by the solution. Highlight all the formats of reports that can be provided, and their ability to be drawn from disparate data-sources. Describe what capabilities the solution provides to integrate to any in-house or 3rd-party environments (e.g. DW, BI, Big Data, etc.) and tools (Crystal Reports, MS Reporting Services, Cognos, etc.)		
7	Business	Legal and licensing issues or patent-infringement-avoidability	Describe various software licensing/subscription options with the associated terms & conditions. Provide any potential patent infringement clauses that WMATA needs to be aware of.		
8	Information	Data Vocabulary	Post award of contract, Vendor to provide access to comprehensive data dictionary (business glossary + data definitions) and data-models (Logical & Physical).		
9	Information	ILM flows and Dataflow Diagrams	Post award of Contract, Vendor to provide Information Life Cycle Management (ILM) and Data flows, corresponding to the Business process flows provided.		
10	Information	Customization	Describe the vendor approach towards creating custom data objects to support WMATA business processes, without impacting product future updates. Post award of Contract, Vendor to provide detailed implementation guidelines supporting the response.		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
11	Information	Data Architecture	Describe the list of Data Architecture and Modeling standards the solution will support, including any meta-data capabilities/repository schemas for analytics and Business Intelligence. In addition, specify the list of 3rd party Data Modeling tools that it can integrate with.		
12	Information	Data Integration	Provide a list of techniques (file-based, JMS/XML/JSON/API, etc.), protocols (http, ftp, etc.) and modes (real-time, batch, file-based, bulk) for data movement (import and export) supported by the solution. Vendor is to suggest an approach (for proprietary data structures). Post award of Contract, provide detailed steps and information transfer supporting the approach.		
13	Information	Data Migration	Provide a data migration approach considering data-transformations, volume and batch versus real-time. Post award of Contract, vendor to facilitate/perform complete data migration as needed for correct solution operation.		
14	Information	Backup	Provide the approach to fit within WMATA backup and recovery infrastructure. Additionally, provide multiple options and recommend an approach for backup and recovery using industry best practices if different from WMATA's approach, particularly to improve performance and/or productivity. The approach		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
			<p>should specify the formats of backup provided and any encryption capabilities supported.</p> <p>Post award of Contract, vendor to facilitate setup and transition of knowledge to WMATA.</p>		
15	Information	Archival & Purging	<p>Provide multiple options and recommend an approach for data archival and purging using industry best practices. The approach shall also specify the capabilities for execution modes (e.g. command-line versus UI), parameterization options and supported externalization.</p> <p>Post award of Contract, Vendor to facilitate setup & transition of knowledge to WMATA.</p>		
16	Information	Data privacy	<p>List the data-masking and encryption capabilities (attribute & transport level) provided by the solution. The response shall also specify any built-in data-privacy compliance or masking solution capabilities (PII, NPI, PHI, etc.).</p>		
17	Information	Data Repository	<p>As part of the RFP response, Vendor to describe the general approach to stored data for hosted solutions. Where is data hosted (USA or Off-Shore), on what type of media and equipment? What strategies do you employ for redundancy, high availability, business continuity, and disaster recovery of data?</p>		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
18	Application	Tech Stack	Provide depictions of Architectural layers for the entire tool-suite and its components demonstrating its abstraction, componentization, encapsulation, integration, and scalability capabilities for each tier. The depictions shall also highlight how the implementation model is aligned with Architectural best-practices (e.g. Service-Oriented, N-tier, Distributed / Cloud, etc.). The vendor shall also highlight how the tool segregates OLTP from batch processing.		
19	Application	Development Platform	Specify the development platform /tools to perform integration / custom enhancements (e.g. Java, C#, JSON, etc.). WMATA plans to integrate the solution into its SOA.		
20	Application	Portal and Content Management	Specify the built-in portal and content management capabilities (if any) within the solution. The vendor shall also specify any capabilities to leverage any 3rd party solutions. Vendor to elaborate details supporting their response.		
21	Application	Adaptors	Specify the list of built-in adaptors existing for integrating with 3rd party tools like PeopleSoft, Knonos, Maximo, COGNOS, Trapeze, HASTUS, etc.		
22	Application	Request Lifecycle	Depict the request-response flow/lifecycle through the Architectural layers (UI - Business / Middleware - Database). The flow shall specify the tool's input validation capabilities, whether validation can be		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
			externalized, and whether the validation definition is a custom-format / industry standard (XML, CSV, etc.).		
23	Application	Scalability	Document the scalability and phased rollout capability using unified installation. The response shall also specify an approach on how different security roles, organization structures, etc. will be managed as part of implementation.		
24	Application	Environment Migration	Provide an approach to manage multiple sets of configurations across environments and departments, and how to migrate configuration sets from one environment to another without disrupting tool upgrades or downtime.		
25	Application	Rules Management	Provide a list of Business Rules Engine features, demonstrating its flexibility and robustness. Provide an approach on how the Business Rules engine can be used to facilitate some sample functional requirements. The approach shall also provide details on rule definition formats (proprietary / industry standard like xml, csv, etc.) and its externalizing capabilities. Vendor will provide knowledge transfer during the configuration of the solution in the WMATA environment.		
26	Application	Transaction Management	The vendor shall provide solution features and capabilities for transaction management under different architectural contexts (e.g.		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
			<p>SOA, Mobility, Big Data, Event-based, etc.) including but not limited to:</p> <ul style="list-style-type: none"> a. Atomicity – the ability to perform local and global transactions, coordinating across components and architectural layers. Ability to rollback for error scenarios (technical and business) with minimal user impact. Automatically identify and report invalid transactions. b. Isolation - the ability to process batches of transactions concurrently (in background) without significant impact to online performance. c. Integrity - maintaining transaction correctness across parallel processing threads: distributed, SOA computing, etc. d. Traceability – the ability to trace transactions across architectural layers and components with sufficient audit trail (user and timestamp details) e. Support for an Administrator to rollback transactions in case of hung threads or deadlocks occur f. Support for logging all transaction and reason codes when a transaction is created or changed in order to meet federal regulations, WMATA policy, and WMATA rules. 		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
27	Application	UI Channels	Provide a list of UI channels for delivering content (e.g. Web, Thick-Client, Web 2.0, Mobile devices, PDAs, etc.), and any differences (if any) in functionality delivered amongst them. The vendor must specify tool suite support for delivery of content and input from other devices (e.g. scanner/digitizing device, OCR devices, bar code font reader, form template, MICR, wireless devices, touch-screen, keyboard, RFID, fax).		
28	Application	Open source	Provide details to the extent in which the tool architecture is open-source and supports integration and communication with system components using industry standard APIs and technologies.		
29	Application	Interoperability	Provide details on tool suite capability for allowing reuse of data and entity structures by exposing its major and minor entities (built-in or custom) through Web-Services, API's, etc. The vendor shall also provide details on the industry standards (e.g. XML, JSON, etc.) or technologies (e.g. Web-Services, JSON, etc.) the solution supports for interoperability. Does the vendor foresee any major entities undergoing a structural change in near future?		
30	Application	Job Scheduling	Describe the scheduling capabilities for routine operational procedures. The response needs to specify an approach on how the tool suite can be readily		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
			integrated with any 3rd-party or in-house tools for job scheduling (CA UniCenter, CronTab, Zena, etc.).		
31	Application	Notification and Alerts	<p>Describe the notification and alerting capabilities provided by the tool suite. The vendor shall specify the channels supported (e.g. email, SMS, pager, event objects, etc.). The vendor shall also provide an approach with the list of components where these mechanisms can be used to create a system with effective feedback support.</p> <p>Post award of Contract, Vendor shall provide detailed implementation guidelines for facilitating the implementation.</p>		
32	Application	Error Reporting and Handling	<p>Provide a list of error-handling and reporting capabilities provided by the solution. The vendor shall specify the reporting channels supported (e.g. email, SMS, pager, event objects, etc.). The vendor shall also provide an approach with the list of components where these mechanisms can be used to create a system with effective error handling support. The vendor shall also specify its approach on how to introduce custom error codes and messages, and how the solution facilitates error reporting to System Administrators and end-users.</p> <p>Post award of contract, the</p>		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
			vendor shall facilitate detailed guidelines for implementation.		
33	Application	Debugging & Troubleshooting	<p>Provide details on debugging and troubleshooting capabilities in the solution. Provide details on logging and audit capabilities of the tool (for transactions, workflow, etc.) and the ability to switch audit-levels with minimal business impact. The vendor shall also specify the ability to customize, search, and export audit logs.</p> <p>Post contract award, the vendor will provide detailed implementation guidelines for the same.</p>		
34	Application	Testability	<p>Describe an approach to perform load, volume and stress tests using automation tools.</p> <p>Post award of contract, the vendor will ensure its solution scales to perform as expected.</p>		
35	Governance	Standards Compatibility	<p>Provide an approach for formulating a development (IDE, etc.) and deployment (change management, release management, etc.) lifecycle management framework for the solution. The vendor may also specify if the tool suite provides any</p>		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
			built-in asset change management with workflow approval capabilities.		
36	Governance	Audit and control	<p>Provide an approach on implementing SLAs for business and approval flows and governance policies using the solution (e.g. approval escalation to meet deadlines, etc.). The approach shall consider built-in and custom integration options.</p> <p>Post award of Contract, Vendor will provide detailed implementation guidelines supporting the approach.</p>		
37	Infrastructure	Network topology	<p>Provide multiple deployment options (network topologies) supported by the solution. The approaches shall consider parameters including security layers (intranet / extranet / cloud, firewalls, etc.) and user locations (field, office desk, etc.).</p>		
38	Infrastructure	Availability	<p>Provide a list of High Availability capabilities provided (per tier, service, and component) by the tool suite and suggest multiple options for WMATA to select. Vendor shall also specify the details around clustering, including replication and load-balancing capabilities.</p> <p>Post award of contract, the vendor will provide detailed deployment guidelines for implementing high availability.</p>		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
39	Infrastructure	Disaster Recovery	<p>Describe the disaster recovery capabilities provided (per tier, service, and component) by the tool suite and suggest multiple options for WMATA to select to work within the existing WMATA DR environment. The vendor shall also specify the details around clustering with replication and load-balancing capabilities while using active-active and active-passive approaches. The options shall also consider the implications of on premise versus cloud versus hybrid deployment.</p> <p>Post award of contract, the vendor will provide detailed deployment guidelines for implementing disaster recovery.</p>		
40	Infrastructure	Application Sizing (e.g. processor speed, memory, disk space, network bandwidth)	Provide an approach to calculate platform sizing requirements for varying degrees of performance expectations. The approach shall consider memory, CPU, hardware, user counts and type, etc.		
41	Infrastructure	Scalability (horizontal, vertical)	Provide an approach to scale the solution and its components horizontally and vertically. The approach shall consider scaling of individual versus entire deployment, parallel processing, etc.		
42	Infrastructure	Platform compatibility	Provide a list of supported platforms (hardware machines, operating system, database, virtual platforms, cloud, application servers, etc.). Highlight any constraints or dependencies which could become potential		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
			bottleneck for future migrations.		
43	Infrastructure	Recovery / recoverability (e.g. mean time to recovery - MTTR)	<p>Provide historic MTTR metrics for the tool and its components. Specify if the tool possesses any auto-recovery options (in terms of data and/or process rollback). Where appropriate, provide some recommendations for recovery strategies (at component level) in case of failures.</p> <p>Post contract award, the vendor will provide detailed implementation guidelines for performing recovery.</p>		
44	Infrastructure	Supportability	Provide details of the Support models offered and its associated costs. The response shall provide supportability details around regular (at least every 18 - 24 months) system upgrades including maintenance and application updates for functionality changes and to support new versions of the system software and hardware upon which the application is based.		
45	Infrastructure	Documentation	<p>The vendor is expected to provide documentation supported for the solution with a license to copy. The guides shall include but not be limited to, following:</p> <ul style="list-style-type: none"> a. stack and component architecture b. entity-data models and relationships c. deployment and troubleshooting d. performance tuning e. application development f. administration g. operations and migration 		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
			<p>h. user guides</p> <p>In case it is unavailable on the public domain, the same is expected after the award of the contract.</p>		
46	Infrastructure	Integration with Incident Management tools	<p>Provide an approach and list of capabilities (built-in versus custom) to integrate with industry standard "Incident Management." tools (e.g. CA ServiceDesk, etc.). Specify the protocols the tool suite supports for such integration (SMNP, SMTP, SML, JSON, etc.). The approach also needs to cover the capabilities of the tool suite to automate creation and update of service and incident tickets.</p> <p>Post award of contract, the vendor will provide detailed implementation steps supporting their approach.</p>		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
47	Infrastructure	Administration & Monitoring	<p>Provide a list of capabilities to perform routine administration procedures (business and technical), including but not limited to,</p> <ul style="list-style-type: none"> a. Business - User / Role / Rule / Schedule / Delegation / Templates-Mgmt./any Business functions, etc.) b. Technical - Hardware, CPU, threads, locks, OS, etc.) <p>The vendor shall provide details on the modes of administration supported (UI, Command-line, etc.) and the capability to automate the same using custom methodologies (Perl/Python/Shell Scripts, etc.).</p> <p>After the award of the Contract, the will provide an operational RunBook.</p>		
48	Infrastructure	Release Management	<p>Provide an approach to configuration and release management across environments (from DEV to PRODUCTION). Also, is there a way to customize the promotion to introduce workflow with approvals?</p>		
49	Infrastructure	Efficiency/Performance monitoring	<p>Provide a comprehensive list of system monitoring capabilities (online dashboards, operational metrics and reports) provided by the tool suite. The list of reports needs to cover various performance criteria including but not limited to user-concurrency, scalability, transaction response time (bifurcated across presentation, business and</p>		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
			<p>data layers of architecture), server utilization, object profiles (database and application), locks, thread count, etc. In case of custom reports, the vendor needs to specify the approach with high-level steps indicating the effort needed to build such reports.</p> <p>Post award of Contract, the vendor will provide a detailed implementation guide supporting the approach specified in the SOW Response.</p>		
50	Infrastructure	Tuning	<p>Provide the list of tuning capabilities (built-in and custom) for the tool suite. The tuning approach shall provide a comprehensive list of options, procedures and parameters that can be tweaked to improve tool, component, and system performance. The approach shall include options outside the tool at all layers of deployment (OS, Hardware, Memory, CPU, VM, Software, Database, etc.) that if tweaked can improve performance. The guide shall also provide the options to perform the activities by command-line and central UI (if applicable).</p> <p>Post award of contract, the vendor will provide detailed implementation steps supporting the approach.</p>		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
51	Infrastructure	Benchmarks	As part of the RFP response, Vendor to provide published performance benchmarks of the solution encompassing any or all of the following? <ul style="list-style-type: none"> • Application response times (separate by module if appropriate) • Speed of individual transactions • Speed of mass transactions • Speed of mass data imports and data exports • Data storage limits • Other If benchmarks are available, for each benchmark please cite the benchmarking organization, the date and other relevant details and assumptions.		
52	Security	Architecture	Provide a detailed security architecture view of the solution addressing the layers of the network (intranet, Extranet, DMZ, etc.), safeguarding vulnerability and intrusions (firewalls, load balancers, etc.), and any common data security architecture features (e.g. cryptography, encryption, certificate management, policy management, authentication and non-repudiation, public key infrastructure).		
53	Security	Authentication	Provide a list of authentication methods supported by the tool suite and an approach to integrate with 3rd party tools (e.g. LDAP, MS Active Directory, OID, etc.), and implementation guidelines for SSL, Cryptographic keys, etc.		

Seq. #	Architecture Perspective	Sub-Category	Requirements	Applicable (Y/N)	Vendor Response
54	Security	Authorization / User Access Management	Provide a list of authorization methods supported by the tool suite and an approach to integrate with 3rd party tools (e.g. LDAP, MS Active Directory, OID), and/or a WMATA custom solution. The vendor shall also specify if the tool supports compliance with any industry standards (HIPAA Security, ISO 27001, etc.).		
55	Security	Resilience	Provide descriptive details that demonstrate how the tool is resilient to vulnerabilities like DOS, CSS, SQL injection, session management, encoding, type safing, input validation, etc.		
56	Security	Integration with Security Monitoring & Surveillance	Provide a list of tools and protocols, and an approach to integrate with 3rd party monitoring and surveillance tools (e.g. CA Spectrum, etc.).		

COMBINED GLOSSARY OF DEFINITIONS

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

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

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

Amendment: Written instructions issued prior to the date set for receipt of proposals or Best and Final Offers to clarify, revise, add or delete requirements of the Request for Proposals.

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

Authority or WMATA or Metro: The Washington Metropolitan Area Transit Authority, created effective February 20, 1967, by Interstate Compact by and between Maryland, Virginia and the District of Columbia pursuant to Public Law 89-774, approved November 6, 1966.

Best and Final Offers: A revision to the initial proposal submitted at the Contracting Officer's request, generally following discussions, upon review of which the Authority will render a determination as to the successful offeror for purposes of Contract award.

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

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

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

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

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

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

Competitive Range: Those initial proposals that are determined by the Authority to have a reasonable chance of being selected for award and that may be selected for additional negotiations or discussions to the extent deemed appropriate by the Contracting Officer. Proposals not in the competitive range are given no further consideration. For low price, technically acceptable awards, "competitive range" means all proposals that are technically acceptable.

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

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

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

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

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

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

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

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

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

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

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

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

Directed, ordered, designated, prescribed or words of like importance: Shall be understood that the direction, requirement, order, designation or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory or words of like import shall

mean approved by, or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

Discussions: Negotiations or exchanges relating to the solicitation between an offeror and the Authority that may occur after receipt of proposals (generally after establishment of the competitive range) and before award, that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal or to be followed by the Contracting Officer's request for receipt of Best and Final Offers (BAFOs).

Evaluation Criteria: Those factors to be considered by the Authority, in determining the successful proposal.

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

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

Final Acceptance: Final acceptance of the work occurs when the work is fully, completely, and finally accomplished in strict compliance with the Contract to the satisfaction of the Authority.

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

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

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

Government: The Government of the United States of America.

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

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

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

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

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

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

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

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

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

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

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

Proposal: A submission by an offeror to the solicitation that, if accepted by the Authority, would bind the offeror to perform the resultant Contract.

Records: Books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

Revision: A change to a proposal made by an offeror, at the request of or as allowed by the Contract Administrator or Contracting Officer, often as a result of discussions. Best and Final Offers are one form of revision.

Safety Sensitive: FTA regulations at 49 C.F.R. § 655.4 define "safety sensitive functions" as any of the following duties when performed by WMATA as a grant recipient, or any of its contractors: (a) Operating a revenue service vehicle, including when it is not in revenue service; (b) Operating a

nonrevenue service vehicle, when required to be operated by the holder of a commercial driver's license (CDL); (c) Controlling dispatch or movement of a revenue service vehicle; (d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; and (e) Carrying a firearm for security purposes. WMATA's definition of safety sensitive functions extends beyond FTA's requirements and includes (f) Employees and contractors who maintain escalators and elevators (including repairs, overhauls and rebuilding) and (g) Station managers.

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

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

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

Statement of Work (SOW): The portion of this Contract or Request for Proposals that describes specifically what is to be done by the Contractor. It may include specifications, performance outcomes, dates and time of performance, quality requirements, etc.

Solicitation: This Request for Proposals (RFP).

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

Similar: Generally the same, but not necessarily identical. Details will be worked out regarding location and relation to other parts of the work.

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

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

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

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

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

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

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

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

Supplier: A subcontractor who is a manufacturer, fabricator, supplier, distributor, or vendor.

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

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

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

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

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