



Request For Proposals (Federal)

**[Professional Services (NCS)
Network and Communications
Department]**

RFP No. : FQ18132

Date: March 13, 2018

Washington Metropolitan Area Transit Authority
RFP:

Date:

SUBJECT: RFP No. FQ18132

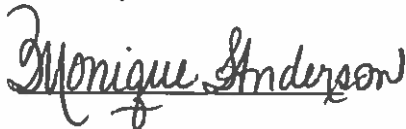
Dear Sir/Madam:

The Washington Metropolitan Area Transit Authority (WMATA) requires a qualified contractor to provide Professional Services for (NCS) Network and Communications Department. This RFP contains a 30% percent DBE goal.

If you have any technical, contractual, or administrative questions, please e-mail them to bacrowell@wmata.com no later than close of business, **March 21, 2018**. WMATA will provide written answers, by e-mail to all those who obtain the RFP and provide their e-mail addresses. If an amendment(s) is issued resulting from questions and answers, it will be posted on our website, and a copy will be mailed to all offerors so that they can acknowledge receipt.

Your proposal must be received with all required submittals as stated in the RFP, no later than **2:00PM, April 02, 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

Table of Contents

DIRECTIONS FOR SUBMITTING OFFERS	1
NOTICE TO OFFERORS	2
NOTICE TO ALL VENDORS	3
SOLICITATION, OFFER AND AWARD	4
PRICE SCHEDULE SHEET	6
RFP SOLICITATION INSTRUCTIONS	15
1. INTRODUCTION	15
2. GOODS TO BE FURNISHED/SERVICES TO BE SUPPLIED	15
3. COMMUNICATIONS WITH THE AUTHORITY	15
4. PREPARATION OF OFFERS	16
5. EXPLANATIONS TO OFFERORS	16
6. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS	16
7. ACKNOWLEDGMENT OF AMENDMENTS	17
8. SUBMISSION OF PROPOSALS	17
9. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS	17
10. LATE SUBMISSIONS AND REVISIONS OF PROPOSALS	18
11. WITHDRAWAL OF PROPOSALS	19
12. RECEIPT AND REVIEW OF PROPOSALS BY THE AUTHORITY	19
13. EVALUATION CRITERIA AND BASIS FOR AWARD	20
14. RATINGS FOR PROPOSAL EVALUATION CRITERIA – (BEST VALUE ONLY)	21
15. RATINGS FOR ACCEPTABILITY CRITERIA (LOW PRICE, TECHNICALLY ACCEPTABLE, ONLY):	21
16. PRICE PROPOSAL EVALUATION	21
17. TECHNICAL PROPOSAL EVALUATION	22
18. PRE-AWARD INFORMATION/CONTRACTOR RESPONSIBILITY	22
19. PRE-AWARD MEETING	23
20. CONTRACT AWARD	23
21. DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS	23
22. OPPORTUNITY FOR DISADVANTAGED BUSINESS ENTERPRISES TO PROPOSE	24
23. WMATA’S TAX EXEMPT STATUS	24
24. RESTRICTION ON DISCLOSURE AND USE OF DATA	25
25. ENGLISH LANGUAGE AND UNITED STATES CURRENCY	25
26. REQUESTS FOR RECORDS	25
27. NOTICE OF PROTEST POLICY	27
REPRESENTATIONS & CERTIFICATIONS	28
1. TYPE OF BUSINESS ORGANIZATION	28
2. AFFILIATION AND IDENTIFYING DATA	28
3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	29
4. DISADVANTAGED BUSINESS ENTERPRISE	29
5. SMALL BUSINESS ENTERPRISE (MAY 2015)	30
6. AFFIRMATIVE ACTION COMPLIANCE	30
7. COVENANT AGAINST GRATUITIES	30
8. CONTINGENT FEES	31
9. CLEAN AIR ACT AND CLEAN WATER ACT CERTIFICATION	31
10. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION	32
11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	33

12.	CERTIFICATION OF NONSEGREGATED FACILITIES	33
13.	NONDISCRIMINATION ASSURANCE	34
14.	CERTIFICATION OF RESTRICTIONS ON LOBBYING	35
15.	CERTIFICATION OF NON-DELINQUENT TAXES	36
16.	DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS	36
17.	CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY)	37
	PRE-AWARD EVALUATION DATA	39
	TERMS AND CONDITIONS	41
	CHAPTER I – TERMS AND CONDITIONS	42
1.	AGREEMENT	42
2.	ARRANGEMENT OF CONTRACTUAL PROVISIONS	42
3.	ORDER OF PRECEDENCE	42
4.	REQUIREMENTS CONTRACT [OPTIONAL]	Error! Bookmark not defined.
5.	INDEFINITE QUANTITY CONTRACT	42
6.	ORDERING	43
7.	AUDIT, AVAILABILITY, AND INSPECTION OF RECORDS- FTA	43
8.	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	44
9.	CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)	44
	CHAPTER II – TIME/DELAYS/LIQUIDATED DAMAGES	46
1.	PERIOD OF PERFORMANCE	46
2.	OPTIONS- EVALUATION	46
3.	OPTIONS- EXERCISE	46
4.	OPTION FOR INCREASED OR DECREASED QUANTITIES OF SUPPLIES	47
5.	OPTIONS TO EXTEND SERVICES	48
6.	OPTION TO EXTEND THE TERM OF THE CONTRACT	48
7.	OPTIONS EXERCISED OUT OF SEQUENCE	48
8.	EXTENSIONS OF TIME/FORCE MAJEURE	48
9.	THE AUTHORITY’S DELAY	49
10.	NOTICE TO THE AUTHORITY OF LABOR DISPUTES	50
11.	NOTIFICATION OF BANKRUPTCY OR INSOLVENCY	50
	CHAPTER III – ACCEPTANCE/INSPECTIONS/DEFICIENCIES	52
1.	INSPECTION OF SERVICES	52
2.	WARRANTY OF SERVICES	53
3.	CORRECTION OF DEFICIENCIES	53
4.	QUALITY ASSURANCE/QUALITY CONTROL	54
	CHAPTER IV—CHANGES/ PRICING ADJUSTMENTS	55
1.	CHANGE ORDERS	55
2.	PRICING OF ADJUSTMENTS	56
3.	ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS	56
	CHAPTER V – INVOICES/PAYMENTS/ DEDUCTIONS	58
1.	BILLING AND PAYMENT	58
2.	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS 58	
3.	SUBCONTRACTOR PAYMENTS	59
4.	GARNISHMENT OF PAYMENTS	59
	CHAPTER VI – CONTRACT TERMINATION/STOP WORK ORDERS/DISPUTES	60
1.	STOP WORK ORDERS	60
2.	TERMINATION FOR DEFAULT- FTA	60
3.	TERMINATION FOR CONVENIENCE- FTA	62

4.	ASSIGNMENT- FTA.....	65
5.	DISPUTES- FTA	66
6.	EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR CONSTRUCTION ACTIVITIES- FTA	66
CHAPTER VII – INDEMNIFICATION/INSURANCE/RISK OF LOSS		67
1.	INDEMNIFICATION.....	67
2.	INSURANCE REQUIREMENTS	68
3.	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS – FTAError! Bookmark not defined.....	
4.	VETERANS PREFERENCE – FTA.....	72
5.	INAPPLICABILITY OF CLAUSES REQUIRING UNAUTHORIZED OBLIGATIONS	72
CHAPTER VIII – INTELLECTUAL PROPERTY RIGHTS.....		74
1.	PATENT INDEMNITY	74
2.	SET-OFF	74
3.	RIGHTS IN TECHNICAL DATA – UNLIMITED.....	74
4.	ROYALTY INFORMATION	76
CHAPTER IX – ADDITIONAL COVENANTS/LEGAL REQUIREMENTS		78
1.	NONDISCRIMINATION ASSURANCE- FTA.....	78
2.	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION.....	79
3.	WALSH-HEALEY PUBLIC CONTRACTS ACT	80
4.	COPELAND ANTI-KICKBACK ACT – FTA	80
5.	CONVICT LABOR	80
6.	COVENANT AGAINST CONTINGENT FEES.....	81
7.	SENSITIVE SECURITY INFORMATION	81
8.	LAWS AND REGULATIONS.....	81
9.	LIVING WAGE	82
10.	METRIC SYSTEM	83
11.	MANDATORY DISCLOSURE	83
12.	WHISTLEBLOWER PROTECTION – FEDERAL	84
13.	WORKPLACE VIOLENCE/ZERO TOLERANCE.....	86
14.	DRUG AND ALCOHOL TESTING (FOR SAFETY SENSITIVE FUNCTIONS ONLY) – FTA.....	86
15.	EMPLOYMENT RESTRICTION WARRANTY.....	87
16.	GRATUITIES	88
17.	OFFICIALS NOT TO BENEFIT.....	88
18.	ORGANIZATIONAL CONFLICTS OF INTEREST	88
19.	CONTRACTOR PERSONNEL	90
20.	FALSE STATEMENTS, CLAIMS OR SUBMISSIONS	90
CHAPTER X – MISCELLANEOUS ADDITIONAL PROVISIONS		92
1.	FEDERAL, STATE, AND LOCAL TAXES	92
2.	PUBLIC COMMUNICATION	92
3.	CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE.....	93
4.	SEVERABILITY	93
5.	SURVIVAL	93
CHAPTER XI – ADDITIONAL FEDERAL PROVISIONS.....		94
1.	NOTIFICATION OF FEDERAL PARTICIPATION- FTA	94
2.	ALL NECESSARY FEDERAL PROVISIONS DEEMED INCLUDED- FTA.....	94
3.	ACCESS TO THIRD PARTY CONTRACT RECORDS- FTA	94
4.	AMERICANS WITH DISABILITIES ACT ACCESSIBILITY – FTA.....	94

5.	RIGHTS IN DATA AND COPYRIGHTS — FTA	95
6.	RETAINAGE	96
7.	ENERGY CONSERVATION- FTA	Error! Bookmark not defined.
8.	CHANGES TO FEDERAL REQUIREMENTS- FTA	96
9.	PAYMENT DEDUCTIONS - NONCOMPLIANCE WITH DBE REQUIREMENTS- FTA	96
10.	GOVERNMENT-WIDE DEBARMENT OR SUSPENSION- FTA	97
11.	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	97
12.	NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES- FTA	98
13.	FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD- FTA	98
14.	LOBBYING- FTA	98
15.	NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS-FTA	99
16.	CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS- FTA	99
	CHAPTER XII-WMATA POLICIES	101
1.	SAFETY REQUIREMENTS	101
2.	CRIMINAL BACKGROUND CHECK REQUIREMENT	102
3.	WORKPLACE VIOLENCE/ZERO TOLERANCE	103
	MID-ATLANTIC COOPERATIVE RIDER CLAUSE	105
	BOND FORMS	Error! Bookmark not defined.
	PART III TECHNICAL SPECIFICATIONS- STATEMENT OF WORK	109
	APPENDIX B	130
	APPENDIX B-1	Error! Bookmark not defined.
	SMALL BUSINESS ENTERPRISE PROGRAM (SBE)	Error! Bookmark not defined.
	COMBINED GLOSSARY OF DEFINITIONS	28

INTRODUCTORY INFORMATION
SOLICITATION CERTIFICATIONS PAGE

(FQ18132)

Professional Services (NCS) Network and Communications Department

APPROVED FOR RELEASE


Project Manager/Office Designee

3-6-18
Date


Contracting Officer

3/3/18
Date

END OF SECTION

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: Bridgette Crowell /CA

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 2:00 P.M. (LOCAL TIME) April 02, 2018 ON DAY OF PROPOSAL CLOSING.

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 B (IF APPLICABLE) - VOLUME III
- APPENDIX B-1 (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 Bridgette Crowell on 202-962-2718; bacrowell@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 <input type="checkbox"/> ADVERTISED <input checked="" type="checkbox"/> NEGOTIATED	DATE ISSUED	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
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SOLICITATION

Sealed offer in original and TWO (2) copies for furnishing the supplies or services in the schedules will be received at Authority until 2:00 P.M. Local time 04/02/2018
 (Hour) (Date)

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

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

BASE year				
Quantity	Direct Labor (List By Position Title)	Hours	Rate/Salary	Total Labor (Hours * Rate/Salary)
1	SR. Network Engineer	1920		
1	Mid Network Engineer	1920		
1	Network Engineer	1920		
1	SR. Wireless Engineer	1920		
1	Mid Wireless Engineer	1920		
1	Wireless Engineer	1920		
1	SR. Telecommunication Engineer	1920		
1	Mid. Telecommunication Engineer	1920		
1	Telecommunication Engineer	1920		
1	SR. Communication Technology Engineer	1920		
1	Mid. Communication Technology Engineer	1920		
1	Communication Technology Engineer	1920		
1	SR. Infrastructure technician	1920		
1	Mid Infrastructure technician	1920		
1	Infrastructure technician	1920		
1	Sr. Project Manager	1920		
1	Mid. Project Manager	1920		
1	Project Manager	1920		

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP**

1	Sr. Business Analyst	1920		
1	Mid. Business Analyst	1920		
1	Business Analyst	1920		
Total Estimated Cost				

BASE year				
Quantity	Direct Labor (List By Position Title)	Hours	Rate/Salary	Total Labor (Hours * Rate/Salary)
1	SR. Network Engineer	1920		
1	Mid Network Engineer	1920		
1	Network Engineer	1920		
1	SR. Wireless Engineer	1920		
1	Mid Wireless Engineer	1920		
1	Wireless Engineer	1920		
1	SR. Telecommunication Engineer	1920		
1	Mid. Telecommunication Engineer	1920		
1	Telecommunication Engineer	1920		
1	SR. Communication Technology Engineer	1920		
1	Mid. Communication Technology Engineer	1920		
1	Communication Technology Engineer	1920		
1	SR. Infrastructure technician	1920		
1	Mid Infrastructure technician	1920		
1	Infrastructure technician	1920		
1	Sr. Project Manager	1920		

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP

1	Mid. Project Manager	1920		
1	Project Manager	1920		
1	Sr. Business Analyst	1920		
1	Mid. Business Analyst	1920		
1	Business Analyst	1920		
Total Estimated Cost				

Base year				
Quantity	Direct Labor (List By Position Title)	Hours	Rate/Salary	Total Labor (Hours * Rate/Salary)
1	SR. Network Engineer	1920		
1	Mid Network Engineer	1920		
1	Network Engineer	1920		
1	SR. Wireless Engineer	1920		
1	Mid Wireless Engineer	1920		
1	Wireless Engineer	1920		
1	SR. Telecommunication Engineer	1920		
1	Mid. Telecommunication Engineer	1920		
1	Telecommunication Engineer	1920		
1	SR. Communication Technology Engineer	1920		
1	Mid. Communication Technology Engineer	1920		
1	Communication Technology Engineer	1920		
1	SR. Infrastructure technician	1920		
1	Mid Infrastructure technician	1920		

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT **RFP**

1	Infrastructure technician	1920		
1	Sr. Project Manager	1920		
1	Mid. Project Manager	1920		
	Project Manager	1920		
1	Sr. Business Analyst	1920		
1	Mid. Business Analyst	1920		
1	Business Analyst	1920		
	Total Estimated Cost			

Option year 1				
Quantity	Direct Labor (List By Position Title)	Hours	Rate/Salary	Total Labor (Hours * Rate/Salary)
1	SR. Network Engineer	1920		
1	Mid Network Engineer	1920		
1	Network Engineer	1920		
1	SR. Wireless Engineer	1920		
1	Mid Wireless Engineer	1920		
1	Wireless Engineer	1920		
1	SR. Telecommunication Engineer	1920		
1	Mid. Telecommunication Engineer	1920		
1	Telecommunication Engineer	1920		
1	SR. Communication Technology Engineer	1920		
1	Mid. Communication Technology Engineer	1920		
1	Communication Technology Engineer	1920		
1	SR. Infrastructure technician	1920		
1	Mid Infrastructure technician	1920		

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
 SUPPLY AND SERVICE CONTRACT RFP

1	Infrastructure technician	1920		
1	Sr. Project Manager	1920		
1	Mid. Project Manager	1920		
1	Project Manager	1920		
1	Sr. Business Analyst	1920		
1	Mid. Business Analyst	1920		
1	Business Analyst	1920		
	Total Estimated Cost			

Option year 2				
Quantity	Direct Labor (List By Position Title)	Hours	Rate/Salary	Total Labor (Hours * Rate/Salary)
1	SR. Network Engineer	1920		
1	Mid Network Engineer	1920		
1	Network Engineer	1920		
1	SR. Wireless Engineer	1920		
1	Mid Wireless Engineer	1920		
1	Wireless Engineer	1920		
1	SR. Telecommunication Engineer	1920		
1	Mid. Telecommunication Engineer	1920		
1	Telecommunication Engineer	1920		
1	SR. Communication Technology Engineer	1920		
1	Mid. Communication Technology Engineer	1920		

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP

1	Communication Technology Engineer	1920		
1	SR. Infrastructure technician	1920		
1	Mid Infrastructure technician	1920		
1	Infrastructure technician	1920		
1	Sr. Project Manager	1920		
1	Mid. Project Manager	1920		
1	Project Manager	1920		
1	Sr. Business Analyst	1920		
1	Mid. Business Analyst	1920		
1	Business Analyst	1920		
	Total Estimated Cost			

Option year 3				
Quantity	Direct Labor (List By Position Title)	Hours	Rate/Salary	Total Labor (Hours * Rate/Salary)
1	SR. Network Engineer	1920		
1	Mid Network Engineer	1920		
1	Network Engineer	1920		
1	SR. Wireless Engineer	1920		
1	Mid Wireless Engineer	1920		
1	Wireless Engineer	1920		
1	SR. Telecommunication Engineer	1920		
1	Mid. Telecommunication Engineer	1920		
1	Telecommunication Engineer	1920		
1	SR. Communication Technology Engineer	1920		

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP

1	Mid. Communication Technology Engineer	1920		
1	Communication Technology Engineer	1920		
1	SR. Infrastructure technician	1920		
1	Mid Infrastructure technician	1920		
1	Infrastructure technician	1920		
1	Sr. Project Manager	1920		
1	Mid. Project Manager	1920		
1	Project Manager	1920		
1	Sr. Business Analyst	1920		
1	Mid. Business Analyst	1920		
1	Business Analyst	1920		
	Total Estimated Cost			

Option year 4 –				
Quantity	Direct Labor (List By Position Title)	Hours	Rate/Salary	Total Labor (Hours * Rate/Salary)
1	SR. Network Engineer	1920		
1	Mid Network Engineer	1920		
1	Network Engineer	1920		
1	SR. Wireless Engineer	1920		
1	Mid Wireless Engineer	1920		
1	Wireless Engineer	1920		
1	SR. Telecommunication Engineer	1920		
1	Mid. Telecommunication Engineer	1920		
1	Telecommunication Engineer	1920		

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
 SUPPLY AND SERVICE CONTRACT RFP

1	SR. Communication Technology Engineer	1920		
1	Mid. Communication Technology Engineer	1920		
1	Communication Technology Engineer	1920		
1	SR. Infrastructure technician	1920		
1	Mid Infrastructure technician	1920		
1	Infrastructure technician	1920		
1	Sr. Project Manager	1920		
1	Mid. Project Manager	1920		
1	Project Manager	1920		
1	Sr. Business Analyst	1920		
1	Mid. Business Analyst	1920		
1	Business Analyst	1920		
	Total Estimated Cost			

Authorized Signature

 Company Name

 Date

RFP SOLICITATION INSTRUCTIONS**1. INTRODUCTION**

- (a) The Authority seeks to award a contract to Professional Services for (NCS) Network and Communications Department. 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) The Authority contemplates award of a firm fixed price contract. Unless otherwise specified in the Price Schedule, the Authority reserves the right to make multiple awards pursuant to this solicitation.
- (d) **INDEFINITE QUANTITY** this solicitation seeks to award an indefinite-quantity Contract for the supplies or services specified, and effective for the period of performance stated in the Price Schedule. The quantities of supplies and/or services specified in the Price Schedule are estimates only and are not purchased by this Contract.

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.
- (c) Contractor agrees that project property will remain available to be used for its originally authorized purpose throughout its useful life or disposition.

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 Contract award, must be directed to the Contract Administrator as follows: bacrowell@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. 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.

7. 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.

8. 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 proposal closing, the solicitation number, and offeror's name and address on the face of the envelope. Faxed proposals will not be considered.

9. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

Offerors shall submit proposals as follows:

(a) Proposal Format

The original of Volumes 1 and 2 shall be unbound. All copies of Volumes 1 and 2, as well as Volume 3, will be separately bound. All copies shall have the RFP number, the proposer's identity, volume number, and volume title printed on the cover page. Volumes shall be submitted in the following order:

- (1) Volume I – Cost/Price - One (1) original and any required copies of the cost/price proposal;
 - (2) Volume II – Technical - One (1) original and any required copies of the technical proposal (**Shall not include cost/price information**);
 - (3) Volume III – Contractual - One (1) original and any required copies of the completed, signed solicitation documents to include Representations, Certifications, Pre-Award Data, Certificate(s) of Insurance, DBE requirements per Appendix B (if applicable), SBE requirements per Appendix B-1 (if applicable) 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, DBE requirements per Appendix B (if applicable), SBE requirements per Appendix B-1 (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.

10. LATE SUBMISSIONS AND REVISIONS OF PROPOSALS

- (a) Any proposal or revision received at the office designated in the solicitation after the time specified for proposal closing 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.

11. 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.

12. 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) The Authority maintains the right to waive informalities and minor irregularities in proposals at any time during the solicitation process.

13. **EVALUATION CRITERIA AND BASIS FOR AWARD**

BEST VALUE

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

1. Quality of personnel, resumes and references. The vendor shall be evaluated on the quality and quantity of key personnel identified as resources for this RFP. The evaluation will focus on the following areas: The Vendor must demonstrate a sufficient number of qualified employees. Each qualified employee must have experience in the tasks they are being assigned to perform. A resume must be submitted for each person the vendor intends to assign to the project. WMATA reserves the right to review and approve contract staff assigned to this deployment.
2. Past performance, expertise and experience of Vendor organization in supporting similar requirements within the past three years will be evaluated. Vendors shall provide the names of three references where similar networks have been deployed. The Vendor will negotiate an opportunity for the Metro evaluation team to interview each of the references via conference call or direct face to face meeting.
3. Demonstrated ability to provide additional resources of with similar skills and experience within 72 hours. WMATA will evaluate the vendor's ability to meet this requirement based on (1) evidence of bench strength in the required labor categories; (2) past performance history with current references.

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.

14. 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.

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

Each criterion will be rated using the following scoring method:

Definition:

- | | |
|--------------|---|
| Acceptable | Meets criteria for acceptability/evaluation standards required under the technical provisions. Weaknesses are correctable. |
| Marginal | Fails to meet criteria for acceptability/evaluation standards. Any significant deficiencies are correctable. Lacks essential information to support a proposal. |
| Unacceptable | Fails to meet a criterion for acceptability or 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" is required to be eligible for award consideration. An initial proposal that is marginal must be determined to be either acceptable or unacceptable before any award(s) can be made. Offerors are cautioned to be aware of these standards when preparing proposals.

16. 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.

17. TECHNICAL PROPOSAL EVALUATION

FOR BEST VALUE RFPs:

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.

18. 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. Failure to so demonstrate may result in rejection of the offeror as not responsible.
- (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) Disadvantaged Business Enterprise data as set forth in Appendix B. The submittal of certain items and request for waiver (if applicable) are required if the proposal is \$150,000 or greater. Failure to submit forms B-12, B-13, and/or to request waivers (if applicable) may cause the proposal to be rejected. An 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.

- (4) Small Business Enterprise (SBE) documentation (if applicable) as set forth in Appendix B-1. 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.

19. PRE-AWARD MEETING

N/A

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).

20. CONTRACT AWARD

- (a) **FOR BEST VALUE AWARDS:** 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) 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.

21. DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

Attached as part of this solicitation are documents outlining the requirements for the Disadvantaged Business Enterprise (DBE) Program: **The DBE requirement/goal for this Contract is 30% unless a good faith waiver is requested and approved.**

- (a) If the proposal is over \$150,000, in order for the offeror to be considered responsible, the following documents (See Appendix B) shall be completed and submitted with the proposal:

Schedule of DBE Participation

Letter of Intent to Perform as Subcontractor/Joint Venturer
(If applicable)

DBE Unavailability Certification
(Where applicable)

Written request for waiver, when DBE participation is less than stated percentage.

- (b) If this Contract involves a Small Business Enterprise (SBE) set-aside, the provisions of Appendix B-1 are applicable. Appendix B-1 forms must be completed by each offeror to insure that its proposal is acceptable.

The provisions of Appendix B (if attached) do not become applicable and forms do not have to be completed, unless the total proposal price is \$150,000 or more. If the offer is \$150,000 or more and any portion of the submittal requirement is omitted, then the proposal may be found to be unacceptable and subsequently rejected. Appendix B forms and/or waivers must be completed with great care by each offeror to ensure that the proposal is acceptable.

22. OPPORTUNITY FOR DISADVANTAGED BUSINESS ENTERPRISES TO PROPOSE

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.

23. 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.

24. 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."

25. 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.

26. 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.

27. NOTICE OF PROTEST POLICY

- (a) The Authority's procedure for the administrative resolution of protests is set forth in Chapter 17 of WMATA's Procurement Procedures Manual (PPM). 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) The basis on which FTA will review a grantee's protest decision is defined in §17-8. FTA will generally exercise discretionary jurisdiction over cases deemed to involve issues important to the overall third party contracting program. FTA's decision to decline jurisdiction over a protest does not imply approval of or agreement with the agency's decision or that FTA has determined that this Contract is eligible for Federal participation.
- (c) Alleged violation must be submitted to the Contracting Officer who will administratively decide the protest.
- (d) 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. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

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

- 3.1 It [] has, [] has not, participated in a previous contract or subcontract subject to either the Equal Opportunity Clause of this solicitation, or the clause contained in Parts II and IV of Executive Order 11246, as amended; that prohibits discrimination on the basis of race, color, creed, national origin, sex, age; and
- 3.2 It [] has, [] has not, filed all required compliance reports; and
- 3.3 Representations indicating submittal of required compliance reports signed by proposed subcontractors will be obtained prior to subcontract awards.

Name	Signature
Title	Company
Date	

4. DISADVANTAGED BUSINESS ENTERPRISE

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

- 4.1 It [] is, [] is not, a disadvantaged business enterprise.

"Disadvantaged Business Enterprise" means a for-profit small business concern that is at least fifty one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged individuals or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it.

"Socially and Economically Disadvantaged Individual" is defined in Appendix B. Notice of Requirements for Disadvantaged Business Enterprise (DBE). By submission of this offer, the offeror represents that:

- 4.2 It [] is, [] is not, currently certified by Metropolitan Washington Unified Certification Program (MWUCP) as a disadvantaged business enterprise.

- 4.3 **Special Certification Requirements for Transit Vehicle Manufacturers.** Each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA funded transit vehicle procurements, must certify that it has complied with the DBE requirements of 49 C.F.R. Part 26.

The offeror represents that it [] is or [] is not a transit vehicle manufacturer and [] has or [] has not complied with the DBE requirements of 49 C.F.R Part 26.

Name	Signature
Title	Company

5. SMALL BUSINESS ENTERPRISE (MAY 2015)

“Small Business Enterprise” means a for profit small business concern that is at least fifty one percent (51%) owned by one (1) or more individual(s) who are economically disadvantaged. “Economically Disadvantaged Individual” is defined in Appendix B-1, Definitions, in Notice of Requirements for Small Business Enterprise (SBE) Program.

5.1 It is, is not, a small business enterprise. A firm must be a small business as defined by the U.S. Small Business Administration (SBA) by applying current SBA business size standards found in 13 C.F.R. Part 121 that are applicable to the type of work the firm seeks to perform in USDOT assisted contracts. The fifty one percent (51%) owner must be a U.S. citizen or permanent resident. A firm must be organized for profit in order to be eligible for SBE certification. The firm’s average gross receipts cannot exceed the overall USDOT size standard for a small business [\$23.98 million averaged over the three (3) previous fiscal years or part of year that the business has been in existence.] Set forth in 49 C.F.R. § 26.65, at least fifty one percent (51%) of the firm’s ownership must be held by individuals who meet the personal net worth (PNW) cap of \$1.32 million as prescribed by 49 C.F.R. § 26.67.

5.2 It is, is not, currently certified by WMATA as a small business enterprise.

Name	Signature
Title	Company
Date	

6. AFFIRMATIVE ACTION COMPLIANCE

This representation is applicable to federally assisted contracts of \$50,000 or more that are awarded to contractors with fifty (50) or more employees. By submission of this offer, the offeror represents that:

6.1 It has a workforce of _____ employees.

6.2 It has developed and has on file, or has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. §§ 60.1 and 60.2), or

6.3 It has not previously had contracts subject to the written affirmative action program requirements of the rules and regulations of the U.S. Secretary of Labor.

Name	Signature
Title	Company
Date	

7. 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	

8. 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:

8.1 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

8.2 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	

9. CLEAN AIR ACT AND CLEAN WATER ACT CERTIFICATION

This certification is applicable if the Contract will be federally assisted and the offer exceeds \$150,000, or the Contracting Officer believes that orders under an indefinite type Contract in any year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. § 7413(c)(1)] or the Clean Water Act [33 U.S.C. § 1319(c)], is listed by the U.S. Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt:

9.1 Any facility to be utilized in the performance of this Contract is, or is not listed on the EPA's List of Violating Facilities;

9.2 Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communications from the Administrator, or a designee of the EPA, indicating that any facility that it proposes to use in the performance of this Contract is under consideration to be listed on the EPA's List of Violating Facilities; and

9.3 Offeror will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Name	Signature
Title	Company
Date	

10. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

10.1 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.

10.1.1 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:

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

10.1.1.2 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;

10.1.1.3 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.

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

10.2 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.

10.2.1 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.

10.2.2 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.

10.3 The Certification required by 10.2, 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	

11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

11.1 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:

- 11.1.1** 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;
- 11.1.2** 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
- 11.1.3** 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.

11.2 Each person signing this offer certifies that:

- 11.2.1** 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 11.1.1 through 11.1.3 above; or
- 11.2.2** 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 11.1.1 through 11.1.3 above; or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

12. CERTIFICATION OF NONSEGREGATED FACILITIES

This certification is applicable to federally assisted contracts over \$10,000.

12.1 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:

- 12.1.1 It does not and will not maintain or provide for its employees, any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.
- 12.1.2 The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract.
- 12.1.3 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.
- 12.1.4 It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - 12.2 Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - 12.3 Retain such certifications in its files; and
 - 12.4 Forward the following notice to such subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Non-segregated Facilities must be submitted prior to award of a subcontract exceeding \$10,000 that is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Name	Signature
Title	Company
Date	

13. NONDISCRIMINATION ASSURANCE

- 13.1 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
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Title	Company
Date	

14. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification is applicable to federally assisted contracts if the offer exceeds \$150,000.

14.1 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 his or her knowledge or belief:

14.1.1 No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

14.1.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the undersigned shall complete and submit Standard Form--LLL, "Disclosure of Lobbying Activities."

14.1.3 The undersigned shall require that the language of this certification be included in all sub-awards (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) at all tiers and that all sub-recipients shall certify and disclose accordingly.

14.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.

14.3 The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. § 3801, *et.seq.* apply to this certification and disclosure, if any.

Name	Signature
Title	Company
Date	

15. CERTIFICATION OF NON-DELINQUENT TAXES

This certification is applicable to federally assisted contracts.

- 15.1** 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:
- 15.1.1** It has not been convicted over the past three (3) years of violating any Federal criminal tax law or failed to pay any tax.
 - 15.1.2** It has certified if it has been notified of an unresolved tax lien or any unsatisfied Federal tax delinquency in excess of \$3,000 and that it is paying tax debts through an installment agreement or has requested a collections due process hearing.
 - 15.1.3** The offeror agrees that a breach of this certification is a violation of the Federal Acquisition Regulation (FAR).
 - 15.1.4** As used in this certification, the term "tax delinquency" means an outstanding debt for which a notice of lien has been filed in public records.
 - 15.1.5** It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - 15.2** Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the FAR.;
 - 15.3** Retain such certifications in its files; and
 - 15.4** Forward the following notice to such subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-DELINQUENT TAXES

A Certification of Non-Delinquent Taxes must be submitted prior to award of a subcontract exceeding \$150,000 that is not exempt from the provisions of the FAR. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Name	Signature
Title	Company
Date	

16. 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:

16.1 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.

16.2 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
_____	_____
_____	_____
_____	_____

16.3 The certification required by 17.1 and 17.2 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	

17. CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY)

By submission of this offer, the offeror certifies that:

17.1 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.

17.2 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.

- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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	

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 _____, including all necessary or incidental work, labor and materials. The Contractor agrees to perform the work in accordance with requirements and terms and conditions 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 this 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 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 this Contract.

4. INDEFINITE QUANTITY CONTRACT

- (a) This is an indefinite-quantity Contract for the supplies or services specified, and effective for the period of performance stated in the Price Schedule. The quantities of supplies and/or services specified in the Price Schedule are estimates only and are not purchased by this Contract.
- (b) Delivery or performance shall be made only as the Contracting Officer authorizes through orders made in accordance with the "Ordering" and "Order Limitations" articles. The Contractor shall furnish to the Authority, when and if ordered, the supplies and/or services specified in the Price Schedule up to and including the quantity designated in the Price Schedule as the "maximum." The Authority shall order at least the quantity of supplies and/or services designated in the Price Schedule as the "minimum."

- (c) There is no limit on the number of orders that may be issued other than any limitations imposed by the "Order Limitations" clause. The Authority may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. This Contract and WMATA's Procurement Procedures Manual (PPM) shall govern the parties' rights and obligations regarding that order to the same extent that they would have governed the order had it been completed during the Contract's effective period. The Contractor will not be required to make any deliveries under this Contract after _____.

5. ORDERING

- (a) The Contracting Officer shall order any supplies and/or services to be furnished under this Contract by the issuance of delivery orders or task orders. Such orders may be issued throughout the Period of Performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of a conflict between a delivery order or task order and this Contract, this Contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Authority places the order in the mail. Orders may be issued electronically, if authorized by the

6. AUDIT, AVAILABILITY, AND INSPECTION OF RECORDS- FTA

- (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.
- (d) 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.

7. 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.

8. 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 date of award through May 05, 2024 including four option periods

The Authority has the unilateral right to extend this Contract by exercising up to four of option periods twelve month option periods subject to all terms and conditions stated herein.

The Contracting Officer may exercise the option(s) (if any) by written notice to the Contractor prior to commencement of the option period. The Contracting Officer 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.

CHAPTER XII-WMATA POLICIES

1. SAFETY REQUIREMENTS

- (a) The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the District of Columbia, State of Maryland, Commonwealth of Virginia or political subdivision where the work is being performed, as well as the METRO Construction Safety and Environmental Manual (1984, as amended) issued by the Authority, and the U.S. Department of Labor OSHA standards pertaining to the safe performance of the work. In the absence of a specific construction industry standard, the Contractor is required to comply with either an established OSHA General Industry Standard, National Institute for Occupational Safety and Health (NIOSH) guidelines, American Conference of Governmental Industrial Hygienists (ACGIH) guidelines, American National Standards Institute (ANSI) guidelines, the WMATA System Safety Program Plan, the WMATA Construction Safety and Environmental Manual, or the Metrorail Safety Rules and Procedures Handbook. For contracts where work will be performed on, or will interface with the Metrorail System, the Contractor shall also comply with the publication entitled "Metrorail Safety Rules and Procedures Handbook." In the event of a conflict between these guidelines and applicable Federal, State or local health and safety laws, regulations or standards, the more stringent standard shall apply. Further, the Contractor shall ensure that all methods of performing the work do not involve danger to the personnel working at the site, and the public and private property, whether or not these methods are cited or indicated in the Contract. The Contractor shall immediately provide to the Contracting Officer, a copy of all citations and/or warnings of safety violations received from any Federal, State or local jurisdiction or agency thereof, and/or all notifications of safety violations from insurance companies. The Contractor shall also provide to the Contracting Officer, copies of any and all subpoenas, complaints or other documents relating to any law suit alleging safety violations.
- (b) The Contractor shall employ and assign a full-time Safety Superintendent for Contracts involving "safety sensitive" functions. (See Combined Glossary attached hereto for a definition). The Safety Superintendent shall have a minimum of three (3) years of construction safety experience and hold an OSHA thirty (30) hour course card. He or she shall have the ability to develop and conduct safety training courses. He or she shall be familiar with industrial hygiene equipment and testing as required for the protection of all employees. The Safety Superintendent shall be employed exclusively for the purpose of supervising the safety of persons on or about the worksite and the property affected thereby. The Safety Superintendent shall also be responsible for providing first aid at the worksite and must have a current Red Cross First Aid Certificate. The Contractor shall notify the Contracting Officer a reasonable amount of time beforehand, any time that the Safety Superintendent will not be on site during work hours. If, at any time, the worksite is without the services of an approved Safety Superintendent for a period of three (3) calendar days or more, the work may be closed down at the Contracting Officer's discretion. The Safety Superintendent must be acceptable to the Contracting Officer and his or her performance will be reviewed on a continuing basis. If the Safety Superintendent's effectiveness is below standard, the Contractor shall provide immediate replacement at the Contracting Officer's direction. Once employed, the Safety Superintendent shall not be changed without the Contracting Officer's permission. The Safety Superintendent can be terminated at any time, at the Contracting Officer's discretion.

- (c) The Contractor shall provide, at the site of the work, a first aid kit which shall be fully equipped to meet the needs of the anticipated work force.
- (d) The Contractor shall follow all appropriate RAIL Operational Rules, Operational Administrative Procedures (OAPs), Standard Operational Procedures (SOPs) and General and Special Orders while on the operational railroad and all Start-Up Rules and Manager's Notices when in declared start-up areas.

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/brpcpc-representatives>

PROPOSAL SECURITY (PROPOSAL BOND FORM)
 Submit with Price Proposal

Request for Proposal No.: _____ Proposal Date: _____
 Penal Sum of Bond: _____ 5% of Offered Price or Amount, \$: _____
 Date Bond Executed: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Sureties hereto, are firmly bound to the Washington Metropolitan Area Transit Authority in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the proposal identified above:

NOW, THEREFORE, if the Principal, upon acceptance by the Authority of his proposal identified above, within the period specified therein for acceptance (ninety [90] days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the proposal as accepted within the time specified (ten [10] days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Authority for any cost of procuring the work which exceeds the amount of his proposal, then the above obligation shall be void and of no effect.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the proposal that the Principal may grant to the Authority notice of which extension(s) to the Sureties being hereby waived provided that such waiver shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the proposal.

Principal(s)

	Corporate Seal
1. Firm Name and Address: _____	
Signature: _____	State of Inc.: _____
	Corporate Seal
2. Firm Name and Address: _____	
Signature: _____	State of Inc.: _____
	Corporate Seal
3. Firm Name and Address: _____	
Signature: _____	State of Inc.: _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP

PROPOSAL SECURITY (PROPOSAL BOND FORM) - Continued - page 2

Corporate Sureties				
Surety A	Surety Name and Address: Signature: _____ _____ Name and Title:		Liability Limit \$ _____	(Seal)
Surety B	Surety Name and Address: Signature: _____ _____ Name and Title:		Liability Limit \$ _____	(Seal)
Surety C	Surety Name and Address: Signature: _____ _____ Name and Title:		Liability Limit \$ _____	(Seal)
Attach additional pages as needed.				
Instructions				
<ol style="list-style-type: none"> 1. This form is authorized for use whenever a proposal guaranty is required in connection with construction work or the furnishing of supplies and services. 2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished. 3. The penal sum of the bond shall be expressed as either a percentage of the proposal price or in dollars and cents. 4. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Sureties". 5. Corporations executing the bond shall affix their corporate seals. 6. The name of each person signing this proposal bond should be typed in the space provided. 				

PART III TECHNICAL SPECIFICATIONS- STATEMENT OF WORK

Introduction

Washington Metropolitan Area Transit Authority (WMATA) is seeking an Offeror to provide staffing resources on a short or long term duration to support new and ongoing project initiatives. This contract, once awarded, will provide the vehicle for WMATA to request resumes for one or more positions as needed. The total number of positions needed and the type of positions will be determined at the time of need. The resources required will cover a wide range of technical jobs primarily focused on network engineering tasks. This Request for Proposals includes a complete list of all possible position descriptions that will be required under this contract.

Background

WMATA's Network and Communications department (NCS) is responsible for all voice and data systems, and supports all of the WMATA internal department's voice and data communication needs. Periodically, NCS has to manage multiple projects concurrently which creates the need for additional staff resources. As a result, WMATA has a need to utilize the services of a one or more consulting firms to provide temporary staff to NCS to perform the following functions:

- Project management
- Customer Service
- Infrastructure project management and construction
- Voice and Data engineering services
- Voice and Data engineering support services.

WMATA currently has a professional services contract that expires in 2018. The new contract will be a replacement for this existing contract. There are 8 incumbent contractors that must have first preference in filling any of the funded position request.

Scope of Work

The scope of work for this contract is to identify and screen candidates for position request, and to furnish resumes of the vetted candidates selected to fill a WMATA position request. All candidates will be reviewed by a WMATA panel consisting of one or more WMATA personnel. Any candidate selected for a position will report to a WMATA manager and will receive all work assignments from the WMATA manager.

Under this contract, an Offeror shall perform the following:

- Offeror shall thoroughly screen and ensure all candidates submitted meet the requirements of the position.
- Offeror will only submit candidates that successfully pass a criminal background check
- Offeror shall only submit resumes of candidates that are committed to work for the Offeror and can start no later than 10 days from a WMATA manager's notice of candidate acceptance
- Coordinate with the WMATA manager when and how a candidate will be interviewed by the WMATA project manager
- Offeror shall submit at least one (1) but no more than two qualified resumes per position with a summary page that shows exactly how the employment history supports the requirements and experience for each job category.
- Provide paid training for contracted employee(s) to maintain or acquire new technical skills as required by WMATA

Job Descriptions

The positions that will be filled under this contract include:

- Wireless engineers
- Telecommunication engineers
- Communication Technology engineers
- Business Analysts
- Project Managers
- Infrastructure Technicians
- Network Engineers
- Integrated Network Technicians

The below job descriptions provide the detailed experience and skills for each of the aforementioned positions.

1.1 Sr. Wireless Engineer:

Position requires the design of effective and efficient, high throughput, wireless systems in challenging outdoor and indoor environments. This job category will have three

levels: entry, mid-level and Senior. Based on the interview results, WMATA will make the determination of which category a candidate will be assigned. The primary focus is on 2.4GHz and 5GHz 802.11 technologies however knowledge of other wireless technologies including CSS and FHSS is also essential.

Duties

- Task Management. Working directly with a WMATA manager, will manage tasks, milestones, and deliverables for wireless service integration. Projects include tasks being performed by both in-house staff and contractors. This may involve delegating tasks to staff, gathering information from staff to produce status reports and working with staff directly to complete projects, as needed.
- Preparing detailed written reports with cost estimates, timelines and technical strategies. Preparing presentations including recommended courses of action concerning the results of impact analysis of design decisions against current and future network requirements.
- Conducting analysis of customer requirements for additional network services, such as wireless access points, integration of the wireless hardware with voice and data network communications hardware.
- Acts as the primary point of contact for the wireless technology component for the NCS department.
- Responsible for ensuring all deliverables to be provided by both in-house staff and contractors are provided on time and with accuracy.

Knowledge, Abilities, and Skill:

This position requires the following skills:

- Knowledge of radio frequency theory and wave propagation
- Knowledge of antenna fundamentals
- Ability to resolve and/or control radio frequency interference from co-channel and outside interference sources
- Ability to perform active and passive site surveys and apply data from surveys to create effective wireless designs
- Knowledge of and experience using propagation analysis software to create designs
- Knowledge of and experience using spectrum analyzers to assess environments
- Ability to perform site surveys to qualify and optimize wireless designs

- Extensive knowledge of Cisco wireless controllers including the Cisco 5500 series. This includes the ability to create new wireless LANs, configure anchor controllers, configure FlexConnect APs, and configure wireless security and authentication.
- Thorough knowledge of Cisco wireless access points including 1550 and 3600 series.
- Ability to deploy and configure lightweight and autonomous access points.
- Thorough knowledge of Cisco Prime or WCS.
- Thorough knowledge Cisco Mobility Services Engine.
- Knowledge of switches and routers. This includes knowledge of trunks and aggregated ports.
- Knowledge of networking fundamentals including subnets, protocols, and standards
- Thorough knowledge of 802.1X/802.11i standards
- Knowledge of firewall applications and uses
- Ability to configure WLANs using PEAP and RADIUS servers
- Ability to use tools to detect rogue access points
- Ability to use tools to detect various forms of wireless attacks
- Ability to create custom test networks and WLANs for lab testing of new devices.
- Ability to measure performance and impact of devices using data collection tools in Prime or other monitoring systems.
- Ability to measure performance and impact of devices using throughput measuring tools.
- Ability to measure performance and impact of devices using spectrum analyzers
- Knowledge of and ability to use Cisco debug commands to analyze issues
- Knowledge of and ability to use spectrum and 802.11 analyzers
- Knowledge of and ability to use data collection tools in WCS or Cisco Prime to detect and resolve issues
- Knowledge of and ability to use various wireless client tools to detect and resolve issues

Minimum Qualifications:

Recent verifiable experience designing, developing, implementing, and supporting Wireless systems utilizing a Cisco wireless technology for transit industry customer, along with the following minimum position requirements:

- 10 years wireless design experience with no less than 5 years designing 802.11 networks
- Knowledge of radio frequency theory
- Understanding of wave propagation
- Knowledge of antenna theory

- Experience with and ability to use Propagation analysis software
- Experience with and ability to use spectrum analyzers and 802.11 analyzers

1.2 Sr. Telecommunication Engineer:

Position requires extensive knowledge of telecommunication industry and network architectures, engineering and deployment support for Vendor provided transport services and integration into the WMATA data network, strategic industry analysis, billing audits, and new technology assessments. This job category will have three levels: entry, mid-level and Senior. Based on the interview results, WMATA will make the determination of which category a candidate will be assigned.

Duties

- Evaluating the existing operations support communications system
- Evaluating technological alternatives
- Engineering design and implementation of Offeror communications interfaces
- Recommending a proposed technology platform and architecture
- Tier 3 Customer support
- Specifying and evaluating service provider network options and cost modeling
- Discovery, design, and engineer unique service capabilities that address the Authority's requirement for advance service functionality and cost efficiencies.
- Remediate billing discrepancies and back credit obligations of the Carriers with
 - respect to procured services
 - Track service implementations and delivery options
 - Broker vendor meetings to ensure service compliance and requirements adherence
- Interface with Service provider sales channels and product management entities to ensure optimal support and service opportunities
- High level knowledge of multi-Carrier service architectures, product and service pricing, and back end operation support systems
- Developing project management plan identifying all tasks and resource estimates
- Developing Voice integration fail over test plans and results
- Detailed process flows on data interfaces and application updates
- Developing Risk management plan identifying all barriers to a successful deployment of the system, and recommendations to WMATA on best approaches to mitigate the risks

- Detailed voice engineering design documents including network and data components with interface designs and configurations, an installation cost estimate associated with ongoing management and maintenance of the system

Knowledge, Abilities and Skills:

Specific technical skills required or desired for this position include:

- Must have experience designing and implementing IP telephony systems
- Understanding of network infrastructure and protocols (proprietary, IMS and IP), and latest LAN/WAN/VoIP protocols (MPLS, BGP, SIP), as well as latest-generation routers, telecommunications switches, telecommunication services, and other ancillary equipment applicable to the planned voice/data telecommunications environment is preferred
- Exceptional written skills including ability to author client communications, expository project documents (e.g., Statements of Work) and strategic analyses
- Exceptional public speaking and presentation skills
- Strong client skills with the demonstrated ability to communicate effectively throughout all levels of an organization
- First-hand experience developing and providing training and customer support for VoIP system implementations
- Project management experience in a client service environment
- Proficiency in formal project management methods, including internal documentation and external communications
- Demonstrated ability to accurately project timing and associated costs across a range of project types, scale, and complexity

Minimum Qualifications:

Recent verifiable experience designing, developing, implementing, Communications networks for public transit industry applications.

- Minimum 15 years of voice/data network engineering, business and architecture
- Minimum 10 years of project management experience
- Master degree in Telecommunications preferred
- Demonstrated ability to perform the aforementioned duties

- Demonstrated experience performing billing audits and developing management summary reports of finds, and recommendations

1.3 Sr. Communication Technology Engineer:

Position requires engineering and deployment support for the integration of technologies into WMATA's network. Contractor will be responsible for the secure deployment and full integration of new and existing communications systems across WMATA. This job category will have three levels: entry, mid-level and Senior. Based on the interview results, WMATA will make the determination of which category a candidate will be assigned.

Duties:

Specific duties will include:

- Designing, planning and project management for the convergence of the existing data network with the new POE data network
- Designing, planning and project management for the integration of mission critical emergency telephone system into WMATA's IP telephone system
- Designing, planning and project management for WMATA's E911 system
- Provide consultant service on the roll-out and deployment of the AVAYA telephone system
- Assisting the WMATA staff in preparing a communications plan
- Under WMATA supervision, contractors will manage tasks, milestones, and deliverables for service integration. Projects include tasks being performed by both in-house staff and contractors. This may involve delegating tasks to staff, gathering information from staff to produce status reports and working with staff directly to complete projects, as needed
- Preparing detailed written reports with cost estimates, timelines and technical strategies. The contractor will prepare presentations including recommended courses of action concerning the results of analysis of the planned network, and outline the impact of the decisions against current and future requirements
- Participating as a member of an evaluation team making recommendations to Senior Management or other WMATA department executives on a strategic communication roadmap
- Conduct an analysis of customer needs for additional network services, such as wireless access points, integration of the wireless hardware with existing voice and data network communications hardware. Developing requirements and design documents
- Act as the primary point of contact for project information and remains informed of all tasks related to their various projects
- Ensuring all deliverables to be provided by both in-house staff and contractors are provided on time and with accuracy

- Preparing a final analysis document that provides an Overview of where and how production systems will be integrated with the voice communication systems
- Developing a strategic road map for the full integration of wireless services into the data network and telephone system across all WMATA facilities
- Developing detailed engineering design documents including power, HVAC, wiring, network and data components with interface designs
- Preparing a costs estimate associated with installation and ongoing management and maintenance of the system.
- Developing a project management plan for each project that identifies all tasks and resource estimates
- Developing a Risk management plan identifying all barriers to a successful deployment of the system, and recommendations to WMATA on best approaches to mitigate the risks

Knowledge, Abilities and Skills:

Specific technical skills required or desired for this position include:

- Understanding of network infrastructure and protocols (proprietary, IMS and IP), and latest LAN/WAN/ISP protocols (MPLS, BGP, SIP), as well as latest-generation routers, telecommunications switches, and other ancillary equipment applicable to the planned data telecommunications environment is preferred.
- Exceptional written skills including ability to author client communications, expository project documents (e.g., Statements of Work) and strategic analyses.
- Exceptional public speaking and presentation skills.
- Strong client skills with the demonstrated ability to communicate effectively throughout all levels of an organization.
- Proficiency in formal project management methods, including internal documentation and external communications.
- Demonstrated ability to accurately project timing and associated costs across a range of project types, scale, and complexity.
- Proficiency in electrical powers systems.
- First-hand oversight experience on Voice over IP technical development efforts and ability to speak to merits of, and differences between, commonly used applications and technologies
- First-hand experience designing CISCO network applications. differences between, commonly used applications and technologies

- First-hand experience on wireless technical development efforts and ability to speak to merits of, and differences between, commonly used applications and technologies.
- First-hand experience designing, implementing and managing e911 system deployments in large (500 + people) organizations
- Demonstrated ability to produce the required deliverables

Minimum Qualifications:

Recent verifiable experience designing, developing, implementing, and supporting CISCO voice over IP data networks for a public transit customer.

- Minimum 5 years project management experience in a client service environment.
- Minimum 10 years of network/communications engineering, business and architecture experience including demonstrated experience in the design and documentation of complex communication systems
- Must have experience in the integration of wireless technologies into next-generation MPLS networks
- Must have experience designing Carrier Class communication systems

1.4 Sr. Business Analyst

Position requires knowledge and experience working with business applications that support financial operations, managing project cost, developing earned value monthly project reports, issuing Offeror invoices, daily internal and external cost tracking and monthly reconciliations of all external communication costs. This job category will have three levels: entry, mid-level and Senior. Based on the interview results, WMATA will make the determination of which category a candidate will be assigned.

Duties:

- Developing and manage project budgets for all technology projects
- Developing Earned Value reports for each project
- Daily cost tracking and controls
- Developing pro-forma invoices for all cost reimbursable projects
- Developing monthly financial summary reports for all projects
- Performing invoice reconciliations and approval of all Verizon telecommunication invoices

- Interfacing with internal accounting departments to ensure proper budgets are used, accounting codes are current and update to date
- Developing processes to obtain timely project cost information from accounting systems

Knowledge, Abilities, Skills:

Specific technical skills required or desired for this position include:

- Budget and cost tracking
- Experience using budget preparation and control systems
- Exceptional public speaking and presentation skills
- Strong client skills with the demonstrated ability to communicate effectively throughout all levels of an organization
- Proficiency in formal project management methods, including internal documentation and external communications
- Demonstrated ability to produce the required deliverables

Minimum Qualifications:

Recent verifiable experience working on Transit industry budget and cost control applications,

knowledge of Verizon services and products, and familiarity with Enterprise Carrier billing systems.

- Minimum 5 years of experience working on telephony systems
- Understanding of networking and telephony technologies
- Understanding of Financial concepts and Budgeting

1.5 Sr. Project Manager

Position requires experience managing a variety of complex technology projects, business process reengineering (BPR) of complex enterprise systems, and technology product evaluations. This job category will have three levels: entry, mid-level and Senior. Based on the interview results, WMATA will make the determination of which category a candidate will be assigned.

Duties:

- Oversees the day-to-day responsibility of managing BPR and Information Technology projects.
- Communicate with the sponsoring organizations to assist in needs assessment, scope definition, risk and process improvement analyses.
- Responsible for drafting specifications, proposal reviews, work plan definitions, task management, overall deliverables and status tracking for systems integration and/or development.

- Reviews project proposals and plans to determine time frames, funding limitations, procedures for accomplishing projects, staffing requirements and allotment of available resources to various project phases.
- Leads and motivates cross-functional project teams. Manages, directs, guides and coordinates project teams through SPR, project launch, system selection and integration, data conversion/migration, QA/QC testing, training and system implementation to ensure projects are on schedule and within prescribed budget.
- Implements best practices and project management methodologies appropriate to the project(s) scope.
- Develops and manages the project schedule, using Primavera Scheduler, MS Project, Project Scheduler or similar project management tools.
- Reviews status reports prepared by contractor and project personnel and modifies schedules or plans as required.
- Prepares project reports for management, clients or others.
- Conferring with project team members to provide technical advice and resolve problems.
- Performing power system engineering and deployment management
- Managing software quality assurance testing, software error reporting, software correction and verification. Maintains a database for recording software errors and corrections for each project.
- Conferring with project members to outline work plans and to assign duties, responsibilities and scope of authorities.
- Using Internet tools to continuously communicate with project parties.
- Conducting regular project meetings with the contractor and stake-holders to monitor progress and disseminate actions required.
- Proactively solving problems to ensure milestones are met and projects are completed on-time and within budget.
- Conducts and evaluates post-mortems to improve future projects.
- Responsible for ensuring and maintaining a long-term outlook for system(s) the project manager represents.
- Manages project issues, revises plan as necessary and communicates changes to the project team members.
- Maintains close contact with project sponsor(s) ensuring shared vision, stakeholder buy-in, and project support.
- Personally responsible for ongoing self-improvement of management, technical, analytical and business skills.
- Preparing and evaluation proposal/solicitations

Knowledge, Abilities, and Skills:

- Extensive knowledge of system integration, testing and change management
- Ability to quickly gain knowledge of business process analysis and benchmarking techniques
- Ability to apply technology to solve business problems.

- Ability to understand computer software at the "power user" level. Familiarity with
- Micro-soft office products, database and ability to master new programs quickly.
- Ability to communicate effectively.
- Ability to accurately communicate with non-technical individuals on technical matters.
- Strong ability to lead and to influence.
- Ability to gather appropriate information and make sound decisions.
- Ability to rapidly learn and apply new technologies and products.
- Ability to work with others as a team to ensure strong customer relationships and satisfaction.
- Ability to track and organize multiple projects and/or a single large project, including project team activities.
- Ability to work independently with a minimum of supervision.

Minimum Qualifications:

Recent verifiable experience working on Transit industry Projects. With demonstrated knowledge of voice, data and power systems.

- Must have a minimum seven (7) years of Information Technology
- Project Management experience and consulting experience.
- Proven track record managing successful large enterprise system implementation projects, involving current information technologies and/or SPA.
- Designing low and high voltage AC/DC power systems
- Formal training and experience in Project Management, estimating, cost and schedule management, variance reporting and electronic project management tools such as Primavera, MS Project, and Project Scheduler.
- Familiarity with Internet access, e-mail and web hosting technologies

1.6 Sr. Network Engineer

Position requires engineering and deployment support for the integration of technologies into WMATA's network. Contractor will be responsible for the secure deployment and full integration of new and existing network systems across WMATA. This job category will have three levels: entry, mid-level and Senior. Based on the interview results, WMATA will make the determination of which category a candidate will be assigned.

Duties:

- Managing, owns, tracks, escalates, communicates and coordinates problem resolution and escalation processes up to problem resolution.

- Carrying out tactical and operational plans including planning for growth, providing input for strategic planning, and anticipating requirements where possible.
- Analyzing and defines network requirements and configurations, optimization, and support for network servers, routers and switches.
- Preparing operational reports including trouble resolution and analysis, project status, equipment and network requirements/inventories.
- Monitoring network capacity and performance; diagnoses and resolves complex network problems.
- Configuring and maintains network backup and recovery procedures.
- Adhering to IT policies and procedures (e.g., SDLC, COOP).
- Assuring the rigorous application of information security policies, principles, and practices in the delivery of network services.

Knowledge, Abilities, and Skills:

- Current 1T-NCS standard based equipment and telecommunications data and voice transport and services.
- Basic Project management proficiency in service and equipment installations including knowledge of project management and presentation programs (e.g., Microsoft Project, Visio Professional 5.0).
- LAN Switching technologies including a detailed understanding of all Ethernet standards; Ethernet Layer 1 wiring speed and duplex, RJ-45 pinouts and CAT6 wiring, CSMA/CD, basic switch port configuration; VLAN configuration and management including VTP, 1SL and 802.1q trunking.
- Detailed understanding of the spanning tree protocol to include PVST+, MST, Portfast, uplinkfast, backbonefast, root guard and BPDU guard.
- IPv4 addressing including IP address structure and subnetting, VLSM subnet allocation, CIDR, private addressing and NAT.
- IPv6 technologies, including a detailed understanding of IPv6 addressing and Address types, IPv6 neighbor discovery, neighbor and router advertisement and neighbor and router solicitation; unicast reverse path forwarding and IPv6 unicast routing protocols.
- IP Services including ARP, Proxy ARP, DHCP; HSRP, VRRP and GLBP, Network Time Protocol (NTP); SNMP; Syslog.
- MPLS technologies, including provisioning MPLS routers via LDP, understanding of the LIB, LFIB as it relates to MPLS provision and path

determination, tracking and troubleshooting.

- MPLS VPN implementation including a detailed understanding of MP-BGP, Route Distinguishers and route targets.
- EIGRP routing including configuration of EIGRP routers, authentication, route filtering, offset lists and troubleshooting stuck-in-active routes.
- OSPF routing including a detailed understanding of the OSPF database, configuring neighbors using different network types, the hello process, the OSPF path selection process, configuration of stubby areas, NSSA; configuration of OSPF costs and clearing of the OSPF process; OSPF route filtering, virtual link configurations and OSPF authentication.
- BGP routing including the configuration of iBGP and eBGP peers; BGP message types, neighbor states, injecting routes and prefixes into the BGP table; detailed understanding of BGP attributes; use of route reflectors; understanding of the BGP path selection process.
- OcS technologies including congestion management and avoidance, software queues and Cisco switch hardware queues, CBWFQ and LLQ basic features and configuration, WRED operation, LAN switch congestion Management and avoidance with a particular emphasis on Cisco 3750 series, 6500 series and 7600 series switches; Shaping and policing concepts including shaping and policing terminology and the underlying mechanics of shaping and policing configuration and operation.
- IP Multicast technologies including a detailed understanding of the IP Multicast structure, distribution of IP multicast traffic with IGMP; IGMP v2 and version 3 implementation; IP Multicast routing with particular emphasis on Sparse mode routing protocols.
- Cisco router and switch security concepts and implementation including simple password protection for the CLI, AAA Authentication, Authorization and Accounting; Layer 2 security including Port security, dynamic ARP inspection, DHCP snooping, IP source guard, 802.1x authentication, storm control; Layer 3 security including IP access lists, RPF checks, TCP SYN Flood protections.
- Proactive and team player.
- Work independently representing agency to other agencies. Accurate and timely status reporting (written and verbal).
- Configure, manage and troubleshoot multi-protocol network elements throughout the OSI stack to ensure effective end-to-end communications (MPLS, OSPF, BGP, Firewalls, Access list, VPN) internally and externally.

- Configure, manage, and trouble shoot VOIP and multi-media (video) distributed systems and platforms, to include access and trunk gateways, media servers (voice-mail and unified messaging), E911 interconnect and session boarder control.
 - Comprehensive FCAPS management experience with following: Circuit management (T-I, analog, digital) installation and cabling; problem isolation: Solarwinds and other NMS systems; Support: Operations Center, Help Desk; Cisco Works (and other systems as required); Trouble tickets: Service Center, escalation, assignment groups; resolving outages: scheduled and unscheduled, notification.
 - Communicate effectively at all levels.

Minimum Qualifications:

- Graduation from an accredited college or university with a Bachelors Degree in Computer Science, Data Communications, Telecommunications,
- Electrical Engineering or related field with three (3) years of experience in enterprise technology leadership. Certifications in enterprise networking electronics and systems (voice and/or data).
- Understanding of the ITIL operational best practices is preferred.
- Certifications in enterprise networking electronics and systems (voice and/or data) are preferred. Understanding of the ITIL operational best practices.
- Project management certification (PMI) or 1-2 years of large scale enterprise project management

License/Certifications:

- Possession of a valid motor vehicle operator's license issued from jurisdiction of residence and ability to legally operate a motor vehicle in Maryland, DC and Virginia.
- Must have a CCIE or JNCIP
- Certification from a major voice communication system manufacturer, or other equivalent/applicable technical certification.

1.7 Infrastructure Technician

This position requires knowledge of construction build-outs, inside plant (ISP) and outside plant (OSP) cabling infrastructure (fiber, copper, coax), and phone networks. This job category will have three levels: entry, mid-level and Senior. Based on the interview results, WMATA will make the determination of which category a candidate will be assigned.

Duties:

- Perform installations and maintains network and system infrastructure (fiber, copper, coax, network hardware) Authority wide. Under the general supervision incumbent coordinates and facilitates third-party maintenance for network and systems services, and prepares and maintains documentation of network and system infrastructure.
- Perform daily analysis of WMATA infrastructure needs (TSR, Projects, Network and System Support) and contribute to design of network and systems integration and installation, which includes planning for the evolution of each network and system
- Perform site surveys to obtaining the following information to ensure job/project consistency by securing blueprints or floor plans, determining cabling equipment locations to assure adequate space, perform visual inspection of job site, determine network and system equipment location (ER, EF, TR, TE,), identify any problem areas, interface with customer to identify needs, determine pulling technique (per code, standards, and manufacture), determine material storage, determine location access, determine location of stations.
- Building telecommunications rooms to meet code, industry standards, and WMATA specifications. Build-out will require performing equipment layout, verifying wall load capacity, mounting backboards, constructing and mounting equipment racks, mount cable trays and ladder trays, mount blocks and patch panels per spec., mount D-rings and wire management panels, mount ground busbar, ground equipment (racks, cable tray, conduits, etc.) per code, mount fiber termination hardware as appropriate, perform housekeeping as needed.
- Installing grounding infrastructure per local code and WMATA specifications, determine ground source, select grounding hardware, install telecommunications bonding backbone (TBB), connect TMGB and TGB to TBB, connect protector ground to TMGB, perform grounding test, label and document grounding infrastructure.

- Installing cable support systems by verifying load of cable support system, adequacy of structure to support load, cable support installation access, separate high voltage from low voltage cables per standards, verify materials and tools needed, mount supports and supporting hardware (J-hooks, D-rings, etc.), bore holes to create pathway for cable support system and/or sleeve, mount cable support system, avoid EMI and RFI sources, label cable support system, and red-line prints.
- Preparing station locations (wall outlets, floor outlets, power pole/modular furniture) by determining floor construction (cellular, raised, poke-through, undercarpet, etc.), outlet locations, cable routing method, materials and tools needed, verify pathway, install conduit or flex, install outlet boxes or floor monuments, install pull string, and performing housekeeping of area.
- Installing horizontal station cable (conduit, open ceiling) by perform estimation of length of run, fishtape through conduit, fishtape pull string, use of conduit lubricant, ensure sufficient slack at both ends, verifying tensile strength of string, verifying manufacturer's specs for cable limitations, routing string through support (manually, gopher pole, etc.), using cable protection for transition, attaching string to cable, attaching trailer string, pull cables properly to maintain bend radius, label and document cables.
- Installing backbone cable (from top floor down, from bottom floor up) by verifying proper run and cable length, proper attachment of reel brake to cable reel, attaching string to cable, attaching pulleys, verify pull rope is installed, attach cable to rope, verify tugger and pulley is secure, communicating with co-workers for routing, routing and securing in closets, label and document backbone cables.
- Installing optical fiber cable by performing appropriate test to ensure fiber integrity, install and secure innerducts/pull rope, set up pulling sleeve to maintain proper bend radius, attach pulling medium to fiber, create figure eight slack, secure work area for pulling, pull fiber, secure cable per manufactures specs, label and document fiber cable.
- Installing Firestopping (floor, walls) to meet code and WMATA specs between fire walls and between floors, and verifying plenum and non-plenum environments.
- Performing pre-termination functions by organizing cables by destination, forming and dressing cables, determining length and slack of needed cable, re-label and cut-back cable, use proper cable management, document and label cable sheath length.
- Performing IDC, UTP and STP terminations on cross-connects and patch panels by determining method and length of sheath removal to ANSI/TIA/EIA

and manufacture specs, grounding and bonding cable as needed, separate binders, fan and form cable or binders, perform strain relief, perform termination per ANSI/TIA/EIA and manufacture specs, assemble termination hardware per manufacture specs, label and document patch panels or designation strips, and perform housekeeping as needed.

- Performing optical fiber termination (multimode, ST, SC, LC, MPO) by selecting proper termination kit, determining the method and length of sheath removal, removing sheath as per manufacture specs, separating and identifying binder groups or buffer tubes, clean and separate fibers and furcate, perform grounding and bonding as needed, perform termination per manufacture specs, assemble termination hardware per manufacture specs, install loose fiber and connector into termination hardware, label and document fiber cable per ANSI/TIA/EIA and WMATA specs.
- Perform fiber splicing (fusion and mechanical) by determining appropriate splicing method, acquiring proper closure or transition splice box and appropriate tool kit, assemble closure or splice box hardware, document sheath length markings, determine method and length of sheath removal/assembly, remove sheath to manufacture specs, clean cable core as required, separate tie off binder groups, clean and furcate, perform grounding and bonding as required, load fan out or buffer tubes in splice trays, place splice protection on individual fiber, prepare fiber (strip, clean, and cleave), perform fusion or mechanical splice, secure splice in protective device, store excess fiber and place splice in tray, label, close tray and place in splice enclosure, test per ANSI/TIA/EIA and **WMATA** specs, and perform housekeeping.
- Performing copper cable testing by disconnecting cabling from an electronic device, calibrating machine and selecting cable type and testing per manufactures specs, calibrate NVP, set parameters for cable type, perform the following tests; wire line map, insertion loss, NEXT, ACR, length, DC resistance, capacitance, characteristic impedance, continuity, cable fault, attenuation, and document test results.
- Performing optical fiber testing by disconnecting active equipment, obtaining appropriate light source for single mode or multimode and power meter, set source and meter for proper wave length, test jumpers and couplers, clean connectors on test jumpers, use jumpers to obtain power reference per ANSI/TIA/EIA standards, connect light source to one end and meter to other end of fiber, record power meter reading, calculate loss, and document results
- Performing optical fiber testing by disconnecting equipment, obtaining appropriate light source for single mode or multimode and power meter, set source and meter for proper wave length, test jumpers and couplers, clean connectors on test jumpers, use jumpers to obtain power reference per ANSI/TIA/EIA standards, connect light source to one end and meter to other end of fiber, record power meter reading, calculate loss, and document results

- Performing copper cable troubleshooting by gathering relevant information, verifying problem, clarifying problem, performing visual inspection, disconnecting active equipment, running tests with meter, identify failed results, know corrective action to take, retest and document
- Performing fiber cable troubleshooting by disconnecting active equipment, verify test equipment setup understanding and use OLTS, compare power meter reading to standard or specs, determine source problem if loss is too high or no light, take corrective action on cable and retest, and document findings
- Performing retrofit (identify active circuits and cutover) by requesting information from customer, visually determining if circuit is attached to active device, hand trace line, check for existing documentation, check labels and tags, use appropriate test set for copper or fiber, inspect terminations or jumpers, use toners and probe on spare pair, and label ends of cable

Knowledge, Abilities, and Skills:

- Experience in a 24x7x365 environment providing network and system technical operational support on mission critical voice, data, and communication system infrastructure.
- Knowledge to develop job plan in a complex network and communications system environment.
- Knowledge of voice and data enterprise network technologies (TDM and IP based).
- Knowledge of project, presentation, and office programs (e.g., CAD, Microsoft Project, Visio, PowerPoint, Excel, Word).
- Knowledge of network topologies by identifying types of LANs (Ethernet, Token Ring, etc.), standards associated with each network, wiring configurations for network/systems, standards for telephone systems, and wiring configuration for telephone networks.
- Knowledge of network components by identifying concentrators, hubs, servers, routers and bridges.
- Knowledge of codes and standards by identifying the purpose of ANSI/T A/EIA, NEC, NFPA, IEEE, and ISO standards (568-C, 569-B, 606-B, 942, etc.).
- Knowledge and understand of OSHA guidelines.
- Knowledge of administrative tasks to include inventory and order materials and supplies, document test results, document as-builts, enter/download data into computer, complete daily reports and logs, complete safety logs, and complete productivity reports.
- Demonstrate effective interpersonal communication skills with customers, coworkers/supervisors, other WMATA trades, contractors, and local/state/federal agencies.
- Ability to work independently.

- Ability to communicate effectively.

Minimum Qualifications:

Graduation from high school or high school equivalent with a minimum of 10 consecutive years of in-depth, verifiable technical experience in the networking and telecommunications industry performing site surveys, developing job plans, and implementing structured cable infrastructure systems.

License/Certifications:

Possession of a valid motor vehicle operator's license issued from jurisdiction of residence and ability to legally operate a motor vehicle in Maryland, DC, and Virginia is required.

Deliverables

The following deliverable will be provided by the offeror:

- 1 representative resume for each of the job descriptions defined in the scope of services – no more than 3 pages per resume
- Offeror shall have the sole responsibility for, and shall assure, adequate criminal background screening on a routine basis of all if its personnel who will be working on WMATA's premises or otherwise have access to WMATA's customers, property, or confidential information.
- At the time the contract is awarded, Offeror shall provide the contracting officer with a copy of the contractor's criminal background check screening results, policies and procedures to demonstrate that they account for these considerations.
- A completed price schedule for each offered position
- Invoices shall be delivered within 5 business days from end of the previous month.
- DBE reports issues as requested by WMATA
- A single account representative to work with the WMATA COTR
- Quarterly on-site meetings

Performance and Acceptance Criteria

All deliverables will be inspected by a designated WMATA staff person for accuracy, completeness, and on schedule. Only job assignments/tasks that fully satisfy those criteria will be deemed acceptable by WMATA.

If WMATA has any performance/behavioral issues with any contractor, WMATA will immediately terminate the contractor for cause and will expect vetted resumes of replacement candidates within 10 business days.

Technical Specifications

Technical specification are provided in the SOW.

Performance Schedules

All work is expected to be completed Monday through Friday. Each contractor will work an 8 hour day excluding a 60 minute lunch break.

Contractors are billable only on approved WMATA work days – WMATA holidays are not billable

Location of work and any constraints

All work activities under this proposed contract will be performed at WMATA facilities. The primary locations will be:

1. 600 5th Street NW room Washington DC 20001
2. 3500 Pennsy Drive Landover MD 20785

APPENDIX B

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP

ATTACHMENT A

***NOTICE OF REQUIREMENTS
FOR***

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

May 2015

~Applies only if proposal price is \$500,000 or more for a construction contract or \$100,000 or more for a supply and service contract.

-APPENDIX B-

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT:

- a. The DBE requirements of the Authority's DBE Program Plan apply to this contract. Accordingly, the Contractor shall carry out the requirements of the Authority's DBE Program Plan and this Appendix in the award and administration of this U.S. Department of Transportation (US DOT) assisted contract.

2. POLICY:

- a. It is the policy of the Authority (WMATA), the Federal Transit Administration (FTA) and the US DOT that Disadvantaged Business Enterprises (DBEs) shall compete fairly to receive and participate in performing federally assisted contracts, including contracts and subcontracts at any tier. It is further the policy of the Authority, the FTA and the US DOT that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts. The Contractor hereby agrees to carry out this policy in the award and administration of subcontracts to the fullest extent possible consistent with efficient Contract performance.

3. CONTRACT GOAL:

- a. If the offeror is not a DBE, the bidder agrees that the DBE goal for this Contract shall be met by subcontractors or by joint ventures with DBEs. The goal set forth for this Contract is ___% of the final Contract price, including amendment and modification. The amount of DBE participation will be determined by the dollar value of the work performed and/or supplies furnished by DBE firms as compared to the total value of all work performed and/or supplies furnished under this Contract. The Contractor shall have met this goal if the Contractor's DBE participation meets or exceeds this goal.
- b. In cases where work is added to the Contract by modification such that additional DBE participation is necessary to meet this goal, the Contractor shall increase the participation of one or more firms listed on the "Schedule of DBE Participation" or submit additional DBE certified firms to meet the goal. In cases where work is deleted from the Contract, the goal shall be applicable to the new Contract amount. The Contractor shall be permitted to meet the goal by revising its DBE participation, provided, however, that the revision shall not result in DBE participation that is less than the original goal.

4. DEFINITIONS:

- a. **Appendix B.** The Notice of Requirements for Disadvantaged Business Enterprise, which when attached to a solicitation, implements the DBE requirements of the Authority's DBE Program Plan in the award and administration of federally funded Authority contracts.
- b. **Certified DBE.** means a for-profit small business concern (a) that is at least fifty one percent (51%) owned by one 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 or more such individuals; (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and (c) whose eligibility is evidenced by a current WMATA Certification letter, a D.C. Department of Transportation Certification letter, or a certification letter issued by the Metropolitan Washington Unified Certification Program (MWUCP).

- c. **Contractor.** One who participates, through a contract or subcontract (at any tier), in a US DOT assisted highway, transit or airport program.
- d. **D.C. DOT.** The District of Columbia Department of Transportation.
- f. **Good Faith Efforts.** Efforts to achieve a DBE goal or other requirements of the Authority's DBE Program Plan which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement.
- g. **Joint Venture.** An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and shares in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
- h. **Metropolitan Washington Unified Certification Program (MWUCP).** A unified certification program mandated by 49 C.F.R. §26.81 between two Federal transit recipients (WMATA and the D.C. Department of Transportation). The agreement became effective January 2005.
- i. **Pre-certification.** A requirement under 49 C.F.R. §26.81(c) that all certifications by the MWUCP be made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.
- j. **Race-conscious.** A measure or program that is focused specifically on assisting only DBEs, including women-owned DBEs.
- k. **Race-neutral.** A measure or program that is, or can be, used to assist all small businesses. For the purposes of the DBE program, race-neutral includes gender-neutrality.
- l. **Small Business Concern.** With respect to firms seeking to participate as DBEs in US DOT assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration implementing regulations (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b).
- m. **Socially and Economically Disadvantaged Individual.** Any individual who is a citizen (or other lawfully admitted permanent resident) of the United States and who the Authority finds to be a socially and economically disadvantaged individual on a case-by-case basis, and any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged.
 - (1) Black Americans, which includes persons having origins in any of the Black racial groups of Africa;

- (2) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (3) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (4) Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the North Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (5) Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (6) Women; and
 - (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- n. US DOT Assisted Contract. Any contract between the Authority and a contractor (at any tier) funded in whole or in part with U.S. DOT financial assistance, including letters of credit or loan guarantees.
- o. Unified Certification Program (UCP). The program mandated by 49 C.F.R. § 26.81 (a), which requires all U. S. DOT recipients of Federal financial assistance to participate in a statewide certification program by March 2002.
- p. WMATA. Washington Metropolitan Area Transit Authority, the transit system (rail and bus) serving the metropolitan Washington area, including parts of Virginia and Maryland.

5. HOW DBE PARTICIPATION IS COUNTED TOWARDS THE CONTRACT GOAL:

DBE participation shall be counted towards meeting the DBE goal in accordance with the following:

- A. When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted towards the DBE goal.
- (1) This amount includes the entire amount of that portion of a construction contract that is performed by the DBE's own forces. This amount includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) This amount includes the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical,

consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, towards the DBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

- (3) When a DBE subcontracts part of its work under the contract to another firm, the value of the subcontract work may be counted towards the DBE goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- B. When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that a DBE performs with its own forces towards the DBE goal may be counted.
- C. Expenditures to a DBE contractor towards the DBE goal may be counted only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Authority will consider the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
 - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work, the Authority will presume that the DBE is not performing a commercially useful function.
- D. The following factors will be used by the Authority in determining whether a DBE trucking company is performing a commercial useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible for on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
 - (2) The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers, it employs.
 - (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - (6) The lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the terms of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- E. The following factors will be used to count expenditures with DBEs for materials or supplies towards the DBE goal:
- (1) If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will be counted towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the contract.
 - (2) If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will be counted towards the DBE goal. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if this person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
 - (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or

fees or transportation charges for the delivery of materials and supplies required on a job site, may be counted towards the DBE goal, provided the fees are reasonable and are not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves may not be counted towards the DBE goal.

- F. All DBE firms must be pre-certified. Participation by a firm that is not currently certified as a DBE by the Authority at the time of the due date for bids or offers on a contract, does not count towards the DBE goal. All DBE firms must be in compliance with 49 CFR, Part 26.
- G. The dollar value of work performed under the contract by a firm who has been decertified as a DBE by the MWUCP does not count towards the DBE goal.
- H. The participation of a DBE subcontractor does not count towards the Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

6. OFFERS AND REQUIREMENTS (WITH THE OFFER):

The offeror shall submit the following with its offer. Any offeror who fails to complete and return this information with its offer shall be deemed to be not responsive and may be ineligible for Contract award. Offerors that fail to meet the DBE goal above and fail to demonstrate "good faith efforts" to justify waiver of the DBE goal (See paragraph 6.C. below) shall be deemed to be not responsible and will be ineligible for Contract award.

- A. Completed "Schedule of DBE Participation" (Attachment B-1) sufficient to meet the above goal. If the offeror is a DBE firm and intends to satisfy the appropriate DBE requirement with its own firm, it must indicate in the Schedule the area of work and percentage it will perform to satisfy the goal. All offerors must attach current WMATA, DC DOT or MWUCP certification letters for each DBE listed on the Schedule.
- B. Executed "Letters of Intent to Perform as a Subcontractor/Joint Venture" (Attachment B-2). If the offeror is not a DBE or intends to satisfy the requirements through other DBE firms, then it must attach these letters from each certified DBE listed on the Schedule.
- C. Justification for grant of relief (Appendix B waiver of DBE goal). If in the submittal of its offer, the offeror fails to meet the DBE goal above, the offeror has the burden of furnishing sufficient documentation with its offer of its "good faith efforts" to justify a grant of relief (waiver) from the goal or portion of the goal. Such justification shall be in the form of a detailed report. The following is a list of actions which shall be considered as part of the offeror's good faith efforts to obtain DBE participation. This list is neither a mandatory checklist nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The offeror must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The offeror must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) Negotiating in good faith with interested DBEs. It is the offeror's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. "DBE Unavailability Certifications" (Attachment B-3) shall be completed as appropriate.
- (1) An offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the Contract goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the offeror of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of offers in the Contractor's efforts to meet the project goal.
- (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

7. OFFER REQUIREMENTS (APPARENT SUCCESSFUL OFFEROR):

The offeror shall submit the following items within ten (10) calendar days after notification that they are the apparent successful offeror:

- a. A copy of a current WMATA, D.C. DOT or MWUCP certification letter(s) shall be attached to the DBE Schedule of Participation to evidence DBE pre-certification.
- b. DBE Manufacturer's Affidavit, if applicable, must be submitted in order to receive 100 percent of the allowable credit for expenditures to DBE manufacturers/suppliers (Attachment B-4). By submission of this Affidavit, the offeror certifies this it is satisfied that the manufacturer meets the requirements of 49 CFR Part 26.
- c. Schedule B Information for Determining Joint Venture Eligibility, if applicable (Attachment B-5, pgs. 1-4). Submittal shall be signed by all parties, dated and notarized.
- d. Copy of Joint Venture Agreement, if applicable. Submittal shall be signed by all parties, dated and notarized.
- e. Certification letter of the DBE regular dealer/supplier, if applicable. If the offeror wants to receive the maximum allowable credit of its expenditures for material(s) or supplies required under this Contract, from DBE regular dealers/suppliers, the DBE must submit a signed and notarized statement on their letterhead, that they are a regular dealer of the material(s) or supplies. By submission of this statement, the offeror certifies that it is satisfied that the subcontractor is a regular dealer/supplier that meets the requirements of 49 CFR Part 26.
- f. For Design-Build contracts, if a DBE goal is specified in the solicitation, the offeror shall submit with its initial offer, a list of DBE-certified firms that it intends to enter into subcontract agreements with for this Contract. If no goal is specified in the solicitation and the offeror still intends to utilize DBEs in the performance of this Contract, the offeror shall submit with its initial offer a list of those DBE-certified firms. The documentation requirements of the solicitation shall be completed and submitted at the time set forth for the submittal of Best and Final Offer (BAFO) to the Authority for any Contract in which a DBE goal is applicable or for any Contract in which there was no goal established, but the offeror identified DBE-certified firms that it intends to enter into subcontract agreements with in its initial offer. Any offeror who fails to complete and return the following information, if applicable, with their BAFO may be deemed to be not responsible and may be ineligible for contract award. Offerors that fail to meet the DBE goal, if any, specified in the solicitation and fail to demonstrate a good faith effort and to justify waiver of the DBE goal may be deemed to be not responsible and may be ineligible for Contract award.

8. CONTRACT ADMINISTRATION REQUIREMENTS:

The following requirements apply after contract award:

- A. The Contractor shall include the following provision in each subcontract it awards in support of the DBE goal:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted

contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the Buyer deems appropriate.”

- B. (1) The Contractor shall monitor the performance of, collect and report data on DBE participation to the WMATA's DBE office on the attached "Prompt Payment Report-Prime Contractor's Report" (Attachment B-6) which shall be submitted monthly with each payment request. Failure to submit these reports may result in suspension of contract payments. The Contractor shall certify with each payment request that payment has been or will be made to all subcontractors due payment, within ten (10) days after receipt of payment from the Authority for work by that subcontractor. The Contractor shall inform the COR or COTR, with their payment request, of any situation in which scheduled subcontractor payments have not been made and the reason therefore.
- (2) The Contractor shall require each subcontractor to complete and forward to the DBE Liaison Officer on a monthly basis a "Prompt Payment Report-Subcontractor's Report" (Attachment B-7). The subcontractor shall certify that payment has been received.
- C. The Contractor shall have a continuing obligation to maintain a schedule for participation by DBE contractor(s) to meet its goal set forth above in this Appendix. The Contractor shall not have work performed nor the materials or supplies furnished by any individual or firm other than those named in the "Schedule of DBE Participation." If at any time, the Contractor believes or has reason to believe that it needs to obtain a substitute for a DBE contractor named in the "Schedule of DBE Participation", the Contractor shall, within ten (10) days, notify the Contracting Officer and the DBE office of that fact in writing. Situations which may warrant substitution for a DBE firm include, but are not limited to the following:
- (1) Evidence of change in ownership or circumstances regarding the firm's status as a DBE.
- (2) Death or physical disability, if the named subcontractor or DBE partner of the joint venture is an individual.
- (3) Dissolution, if a corporation or partnership.
- (4) Bankruptcy of the subcontractor, subject to applicable bankruptcy law, and only instances where the bankruptcy affects the Contractor's ability to perform.
- (5) Inability to furnish a reasonable performance or payment bond, if required.
- (6) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- (7) Failure or inability to comply with a requirement of law applicable to contractors and subcontractors on a construction, alteration or repair project.
- (8) Failure or refusal to execute the subcontract in accordance with the terms of an offer submitted to the Contractor prior to the Contractor's submission of its offer, but only where the Contracting Officer or other delegated Authority representative can ascertain with reasonable certainty the terms of such offer.

In the absence of any other factors, such a failure or refusal will be considered an unusual situation only if the offeror obtained, prior to bidding/proposing, an enforcement commitment from the subcontractor involved.

- (9) Failure to comply with the terms and conditions of this Contract or those of its subcontract or joint venture agreement.

Within thirty (30) days thereafter, the Contractor shall, if necessary to achieve the Appendix B goal, make every reasonable effort to subcontract the same or other work equivalent in value to other certified DBE firms. The Contractor must have the prior, written approval of the Contracting Officer and the DBE Office before substitution of a DBE subcontractor, regardless of the reason for substitution. Failure to obtain the Authority's approval could result in the Contractor's suspension or debarment.

- D. The Contractor shall forward copies of all subcontracts to the DBE Office at the time of their execution.
- E. If the Contracting Officer or other delegated Authority representative determines that the Contractor has failed to comply with this Appendix B, he/she will notify the Contractor of such noncompliance and the action to be taken. The Contractor shall, after receipt of such notice, take corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer or other delegated Authority representative may issue a "stop work order" stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. When the Authority proceeds with such formal actions, it has the burden of proving that the Contractor has not met the requirements of this Appendix. The Contractor's failure to meet its Appendix B goal shall shift the burden to it to show that it has met the good faith requirements of this Appendix. After exhausting all of its administrative and legal remedies, if the Contractor is found to have failed to exert a "good faith effort" to involve DBEs in the work, the Authority may suspend or debar the Contractor.
- F. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the Authority which are necessary to determine the extent of the Contractor's compliance with this Appendix.
- G. The Contractor shall keep records and documents for two (2) years following performance of this Contract to indicate compliance with this Appendix. These records and documents, or copies thereof, shall be made available at reasonable times and places for inspection by any authorized representative of the Authority and will be submitted upon request, together with any other compliance information that such representative may require.
- H. If the Authority, FTA or the US DOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements regarding the DBE Program, the matter shall be referred to the WMATA's DBE office, and WMATA's Office of Inspector General (OIG).
- I. Failure by the Contractor to carry out the requirements of this Appendix 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.

SUMMARY OF SUBMITTALS

With the Offer

1. Completed "Schedule of DBE Participation" (Attachment B-1) with current certification letters attached for each listed DBE.
2. Executed "Letters of Intent to Perform as a Subcontractor/Joint Venture" (Attachment B-2).
3. Justification for grant of relief (waiver of DBE goal), if applicable. Include completed "DBE Unavailability Certifications" (Attachment B-3) as appropriate.

Offer Requirements (Apparent Successful Offeror)

1. All DBEs must submit a copy of their current WMATA or D.C. DOT certification letters or a certification letter issued by the MWUCP.
2. DBE Manufacturer's Affidavit, if applicable, must be submitted in order to receive one hundred percent (100%) of the allowable credit for expenditures to DBE manufacturers/suppliers (Attachment B-4).
3. Schedule B Information for Determining Joint Venture Eligibility, if applicable (Attachment B-5, pgs. 1, 2, 3, 4).
4. Copy of Joint Venture Agreement, if applicable.
5. Certification letter of the DBE regular dealer/supplier, if applicable.

After Contract Award

1. "Prompt Payment Report-Prime Contractor's Report" Attachment B-6) – submitted monthly.
2. "Prompt Payment Report-Subcontractor's Report" (Attachment B-7) - submitted monthly.
3. Request to substitute DBE contractor (see paragraph 8.C.) – submitted as required.
4. Copies of subcontracts-submitted at the time of their execution.

SUBMIT WITH OFFER
SCHEDULE OF DBE PARTICIPATION

Contract No. _____

Project Name _____

 Name of Offeror

The offeror shall complete this Schedule by identifying only those DBE firms, with scope of work and price, who have agreed to perform work on this Contract. The prices for the work/supplies of these firms shall be at prices amounting to at least the DBE percentage goal of the total Contract price. The offeror agrees to enter into a formal agreement with the DBE firm(s) listed for the work at an amount equal to, or greater than, the prices listed in this Schedule subject to award of a Contract with the Authority. If the total amount is less than the DBE percentage goal, a justification for waiver of DBE goal shall be attached to this Schedule.

Name of DBE Subcontractor	Address	Type of Work (Electrical, Paving, Etc.) and Contract Items or Parts Thereof to be Performed and Work Hours Involved	Agreed Price
Subtotal \$ DBE Subcontractors			
Name of DBE Prime Contractor	Address	Type of Work (Electrical, Paving, Etc.) and Contract Items or Parts Thereof to be Performed and Work Hours Involved	Agreed Price
Subtotal \$ DBE Prime Contractor			
TOTAL \$ ALL DBE CONTRACTORS		TOTAL	

 Signature of Contractor Representative

 Title

 Date

M 23.26a (Rev 02/12)

Contract Number: _____

Project Name: _____

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE
(ALL ITEMS MUST BE COMPLETED)**

TO: _____
(Name of Offeror)

The undersigned intends to perform work in connection with the above projects as (check one):

_____ An individual _____ A corporation
_____ A partnership _____ A Joint venture

Specify in detail particular work items or parts thereof to be performed:

at the following price: \$

Please indicate _____ % of the dollar value of the subcontract that will be awarded to non-DBE contractors, if applicable. The undersigned will enter into a formal agreement with you for the above work upon your execution of a contract with the Authority.

Name of DBE Subcontractor/Joint Venture Phone Number

Address WMATA Vendor ID #/DBE Cert. #

Signature & Title Date

The following is to be completed by the Prime Contractor. A copy of this letter must be returned to the DBE subcontractor to indicate acceptance.

To: _____
(Name of DBE)

You have projected your interest and intent for such work, and the undersigned is projecting completion of such work as follows:

WORK ITEMS	PROJECTED DBE COMMENCEMENT DATE	PROJECTED DBE COMPLETION DATE
_____	_____	_____
_____		_____
(Date)		(Name of Prime Contractor & Acceptance Signature)

SUBMIT WITH OFFER

DBE UNAVAILABILITY CERTIFICATION

I, _____, _____, of _____
(Name) (Title) (Bidder)

certify that on _____ I contacted the following DBE contractor(s) to obtain offer(s) for work
(Date)
items to be performed on Contract Number _____

DBE Contractor	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials and Labor Only, Etc.)
_____	_____	_____

To the best of my knowledge and belief, said DBE contractors were unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

Signature: _____

Date: _____

_____ was offered an opportunity to submit an offer on the
above
(Name of DBE Contractor)

identified work on _____ by _____
(Date) (Source)

The above statement is true and accurate account of why I did not submit an offer on this project.

(Signature of DBE Contractor)

(Title)

M 23.25 (Rev 10/99)

DBE Certification Instructions

Important Notice

If you do not have a current, official letter of certification from WMATA, D.C. DOT or MWUCP, you are not pre-certified and are therefore not eligible to participate as a Disadvantaged Business Enterprise on the offer.

For those who wish to access the MWUCP certification application, it may be found on the internet at the following address:

https://www.wmata.com/business/disadvantaged_business_enterprise. Go to "Procurement and Contracting", click on "Disadvantaged Business Enterprise", then click on "DBE Application for Certification".

49 CFR Part 26 gives Metropolitan Washington Unified Certification Program (MWUCP) ninety (90) days in which to process a complete DBE application. In order to become certified and participate in the MWUCP, you must comply with the procedures that follow. Certification must be final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.

Instructions

49 C.F.R. § 26.81(d) of the Certification Procedures requires a firm to be certified as a DBE in its "home state," where its principal place of business is located, in order to become certified outside such "home state". Therefore, you must attach to the MWUCP Application, a copy of a valid DBE Certification letter from your home state's Department of Transportation. . In addition, submit the pertinent documents for your company listed below. The application should be completed in full and NOTARIZED.

General (All firms must submit these documents.)

- Current (unaudited) Financial Statements
- Prior three (3) years Federal Tax Returns
- Resume of Principal(s) and Key Personnel
- Third Party Agreements, such as Rental and Management Agreements
- Licenses to Do Business
- Personal Net Worth (PNW) Statement
- Statement of Disadvantage
- No Change Affidavit or Notice of Change (where applicable)

Corporations

- Articles of Incorporation
- By-Laws
- Copies of any Stock Options
- Copies of Stock Certifications of Each Holder
- Copies of Stockholders' Voting Rights
- Record of First Organizational Meeting

Partnerships

- Partnership Agreement

Proprietorships

IRS Employer ID Number
WMATA Vendor ID#

Limited Liability Companies

Operating Agreement with any amendments
Certificate of Formation, U.S. Income Tax Returns

Change of Status Review

On or before each certification anniversary date, you must submit a No Change Statement attesting that there have been no changes in the firm's circumstances affecting its ability to meet the eligibility requirements of 49 CFR Part 26 or WMATA's DBE Program Plan. Firms with changed circumstances must submit a Notice Regarding Change for review by the DBE Office. A review of these changes shall be made to determine if the firm is in compliance with the 49 CFR Part 26.

Affidavit Enclosure

NOTE: When completing MWUCP Application, complete all information blocks. Type "N/A" if item does not apply to you or your firm.

DBE MANUFACTURER'S AFFIDAVIT

I hereby declare and affirm that I am _____ (Title)
and duly authorized representative of _____ (Name of Company),
a _____ owned and controlled enterprise
whose address is _____

I further declare and affirm that company employees (persons not on the payroll of and/or performing the same tasks for disadvantaged owned business having any interest in the affiant's business) operate the following company equipment relative to the manufacturing process:

Equipment

Type	Function	Model	Age	Make
------	----------	-------	-----	------

Number of employees involved in the manufacturing process: _____

The undersigned swears that the foregoing statements are true and correct and fully understands that WMATA may rely on these statements in determining whether a WMATA prime contractor purchasing goods from the undersigned's manufacturing concern is entitled to a 100% credit of such purchases towards its DBE goal. The undersigned further understands that any material misrepresentation will be grounds for initiating action under Federal or state laws concerning false statements.

Signature of Affiant Printed Name

Date: _____ State: _____ County: _____

On this _____ day of _____, 19 _____,

before me appeared _____
(Name)

to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by _____

(Name of Firm)

to execute the Affidavit and did so as his or her free act and deed.

(Seal)

Sworn and subscribed before me _____

(Notary Public)

Commission Expires: _____

23.29 (10/99)



Information for Determining Joint Venture Eligibility

Page 1

.....

Name and address of Joint Venture:

Contact Person: _____ Telephone: _____

Have you attached a copy of the Joint Venture agreement? Yes No

NOTE: Affidavit will not be processed without a copy of the Joint Venture agreement.

.....

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: DBE. Non-Minority.

Does firm have current WMATA, D.C. DOT or MWUCP DBE certification? Yes No

.....

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: DBE. Non-Minority.

Does firm have current WMATA, D.C. DOT or MWUCP DBE certification? Yes No

.....

Describe the nature of the Joint Venture's business:

Describe the role in the Joint Venture of each partner listed above:

Describe the experience and business qualifications of each partner in the Joint Venture listed above:

.....

Information for Determining Joint Venture Eligibility

Page 2

.....
Indicate the percentage of ownership in the Joint Venture for each Joint Venture partner, indicating dollar amounts wherever applicable.

Name of Partner	Percentage of Ownership	Profit and Loss Sharing	Capital Contributions including Equipment	Other Agreements
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTALS:

.....
Identify by name, title, race, sex and company affiliation those individuals responsible for the management control of and participation in this contract:

1. Financial decisions, such as payroll, insurance, surety and/or bonding requirements:

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

2. Management decisions, such as estimating, marketing and sales, hiring and firing, purchasing supplies:

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

3. Supervision of field operations:

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

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 23.06c (Rev 10/99)

Information for Determining Joint Venture Eligibility

Page 3

.....
The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our following named Joint Venture:

.....
and the intended participation by each Joint Venturer in the undertaking. Further, the undersigned covenant and agree to provide the Authority current, complete and accurate information regarding actual Joint Venture work and the payment thereof and any proposed changes in any of the Joint Venture arrangements and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each Joint Venturer relevant to the Joint Venture, by authorized representatives of the Authority or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal and State laws concerning false statements.

It is recognized and acknowledged that the Authority's DBE Program shall have access to the information provided herein above for the purpose of establishing eligibility and authenticity of the minority/woman-owned status of the Joint Venture.

It is understood that trade secrets and information privileged by law, as well as commercial, financial, geological and geophysical data furnished will be protected.

_____ (NAME OF FIRM)	_____ (NAME OF SECOND FIRM)
_____ (SIGNATURE OF AFFIANT)	_____ (SIGNATURE OF AFFIANT)
_____ (PRINT NAME)	_____ (PRINT NAME)
_____ (TITLE)	_____ (TITLE)
_____ (DATE)	_____ (DATE)

.....
23.29 (10/99) M

Information for Determining Joint Venture Eligibility

Page 4

.....

Date: _____ State: _____ County: _____

On this _____ day of _____, 19____,

before me appeared _____

(Name)

to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by _____

(Name of Firm)

to execute the Affidavit and did so as his or her free act and deed.

(Seal) Sworn and subscribed before me _____
(Notary Public)

Commission Expires: _____

.....

Date: _____ State: _____ County: _____

On this _____ day of _____, 19____,

before me appeared _____

(Name)

to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by _____

(Name of Firm)

to execute the Affidavit and did so as his or her free act and deed.

(Seal) Sworn and subscribed before me _____
(Notary Public)

Commission Expires: _____

.....
M 23.06c (Rev 10/99)

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP-XX-XXXX/XXX
Washington Metropolitan Area Transit Authority**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
MONTHLY PROMPT PAYMENT REPORT**

PRIME – CONTRACTOR'S REPORT

This report is required to be submitted to the Office of Procurement, DBE Branch 600 5th Street, NW, Suite 3C, Washington, DC 20001, pursuant to the requirements of WMATA's DBE Program Plan and §26.29 of 49 CFR Part 26.

Contract No.: _____ Reporting Period: _____

Name of Prime Contractor: _____ DBE – Yes or No _____

Prime Contract Amount: _____ Total Received this Reporting Period: _____ Total Received to Date: _____
DBE Goal _____

Name of Sub-Contractor	DBE (Y/N)	Description of Work	Date of Contract Awarded	Amount of Sub-Contractor Award	Amount Paid This Reporting Period	Cumulative Paid To Sub-Contractor	% of Physical Work Complete
TOTAL							

I certify the information furnished with respect to DBE subcontractor performance correct to the best of my knowledge and represents a current status of the prime contractor with the DBE subcontractors for the designated period covered by this report. Further, those subcontractors, due payment pursuant to the terms of their subcontracts will be paid within ten days after receipt of payment from WMATA.

By: _____ Title: _____ Date: _____

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT**
RFP-XX-XXXX/XXX

Washington Metropolitan Area Transit Authority

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
MONTHLY PROMPT PAYMENT REPORT**

SUBCONTRACTOR'S REPORT

This report is required to be submitted to the Office of Procurement, DBE Branch 600 5th Street, NW, Suite 3C, Washington, DC 20001, pursuant to the requirements of WMATA's DBE Program Plan and §26.29 of 49 CFR Part 26.

Contract No.: _____ Reporting Period: _____

Name of Subcontractor: _____ DBE – Yes or No

Subcontractor Contract Amount: _____ Total Received this Reporting Period: _____ Total Received to Date: _____

Name of Sub-Contractor	DBE (Y/N)	Description of Work	Date of Contract Awarded	Amount of Sub-Contractor Award	Amount Paid This Reporting Period	Cumulative Paid To Sub-Contractor	% of Physical Work Complete
TOTAL							

I certify the information furnished with respect to DBE subcontractor performance correct to the best of my knowledge and represents a current status for the designated period covered by this report. Further, those contractors, due payment pursuant to the terms of their subcontracts will be paid within ten days after receipt of payment from the Contractor.

By: _____ Title: _____ Date: _____

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.