



# **Request For Proposals**

## **FACILITIES MANAGEMENT SERVICES**

**RFP No. : CQ17092**

**Date: 02/02/2017**

**Proposal Due date: 03/01/2017**

Date: 02/02/2017

SUBJECT: RFP No. CQ17092

Dear Sir/Madam:

The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified contractor to provide Facilities Management Services for Jackson Graham Building (JGB) and Stone straw Facilities with Silver Spring Transit Center as an optional facility.

If you have any technical, contractual, or administrative questions, please e-mail them to [wasres@wmata.com](mailto:wasres@wmata.com) no later than Close of Business, 02/16/2017. 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, 03/01/2017**, at WMATA, Office of Procurement and Materials, 600 Fifth Street, NW, Room 3C-02, Washington, DC 20001-2651.

Sincerely,

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Contracting Officer  
Office of Procurement and Materials

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**Washington Metropolitan Area Transit Authority  
RFP: CQ17092**

**INTRODUCTORY INFORMATION  
SOLICITATION CERTIFICATIONS PAGE**

**FQ17092  
FACILITIES MANAGEMENT SERVICES**

**APPROVED FOR RELEASE**

\_\_\_\_\_  
Project Manager/Office Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

**END OF SECTION**

**Washington Metropolitan Area Transit Authority  
RFP: CQ17092**

**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 5<sup>th</sup> Street, N.W.  
Washington, DC 20001  
Room 3C-02  
Attn: Wondem Asres

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

**PROPOSALSShall be timely mailed or hand delivered to reach WMATA before 2:00 P.M. (LOCAL TIME) 03/01/2017 on day of proposal closing.**



**Washington Metropolitan Area Transit Authority  
RFP: CQ17092**

**NOTICE TO OFFERORS**

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

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

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

Questions concerning this Request for Proposals may be directed to Wondem Asres on 202 962 1806 and wasres@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 addressed to Vendor Relations at (202) 962-1408 or [procurement@wmata.com](mailto:procurement@wmata.com).

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
SUPPLY AND SERVICE CONTRACT RFP-CQ17092



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

CONTRACT NO.	SOLICITATION NO. <b>RFP</b>	DATE ISSUED <b>02/02/2017</b>	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
<input type="checkbox"/> ADVERTISED <input checked="" type="checkbox"/> NEGOTIATED			

**SOLICITATION**

Sealed offer in original and TWO (2) copies for furnishing the supplies or services in the schedules will be received at Authority until 2:00 P.M. Local time 03/01/2017  
(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
(See continuation of schedule on page 22)					\$

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)

Signature

Offer Date

☐ Check if remittance is different from above — enter such address in Schedule

**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

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

**SOLICITATION, OFFER AND AWARD**

**CONTINUATION SHEET**

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION **RFP CQ17092**\_\_\_\_\_

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**

**Please use the Price Schedule attached as a separate document**

**RFP SOLICITATION INSTRUCTIONS**

**1. INTRODUCTION**

- (a) The Authority seeks to award a contract to provide Facilities Management Services for Jackson Graham Building (JGB) and Stone straw Facilities with Silver Spring Transit Center as an optional facility. 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) Not Applicable
- (c) Since this is a Low Price Technically Acceptable (LPTA) solicitation, award of a Contract hereunder shall be to the offeror whose proposal is deemed by the Authority as satisfying all technical requirements for acceptability stated in the solicitation and offers the lowest price of those satisfying all such requirements.
- (d) The Authority contemplates award of a Fixed Price with Cost Reimbursement type contract. Unless otherwise specified in the Price Schedule, the Authority reserves the right to make multiple awards pursuant to this solicitation.
- (d) **REQUIREMENTS CONTRACT**  
Not Applicable
- (e) In the event that the Contractor is unable or otherwise fails to provide goods or services within the time frames required in this Contract, the Authority reserves the right to procure them from any other source and in any other manner it deems appropriate. Nothing contained herein shall be deemed to waive, modify or impair the Authority's right to treat such failure as a material breach of the Contractor's obligations pursuant to the "Default" article under this Contract, or to pursue any other remedy to which the Authority may be entitled pursuant to this Contract, at law or in equity.
- (f) **INDEFINITE QUANTITY**  
Not Applicable

**2. GOODS TO BE FURNISHED/SERVICES TO BE SUPPLIED**

In preparing their proposals, offerors are advised that:

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

**3. COMMUNICATIONS WITH THE AUTHORITY**

Prospective offerors are advised that any and all communications with WMATA relating to this solicitation and made by, or on behalf of, a prospective offeror at any time between release of this Request for Proposals and award of a Contract hereunder, must be directed to the Contract Administrator as follows: Wondem Asres, wasres@wmata.com

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

**4. PREPARATION OF OFFERS**

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

**5. EXPLANATIONS TO OFFERORS**

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

Authority. The Authority does not assume responsibility for the accuracy of any such communication.

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

**6. PRE-PROPOSAL CONFERENCE**

For the purpose of clarifying the terms, conditions, and requirements of this Request for Proposals, a pre-proposal conference will be held to respond to questions by prospective offerors. **This pre-proposal conference will be held at 10:00 a.m., on February 14, 2017, in the Lobby Level Meeting Room of the WMATA Jackson Graham Building, 600 5<sup>th</sup> Street, NW, Washington, DC 20001.** It is requested that offerors submit their questions in writing, whether in advance of the meeting or during the meeting. Questions from the floor, however, are permissible.

**7. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS**

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

**8. ACKNOWLEDGMENT OF AMENDMENTS**

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

**9. SUBMISSION OF PROPOSALS**

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

**10. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS**

Offerors shall submit proposals as follows:

- (a) Proposal Format



The original of Volumes I 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 one (1) copy of the cost/price proposal
  - (2) Volume II – Technical - One (1) original and three (3) copies of the technical proposal (**Shall not include cost/price information**)
  - (3) Volume III – Contractual - One (1) original and one (1) copy of the completed, signed solicitation documents to include Representations, Certifications, Pre-Award Data, Certificate(s) of Insurance, SBLPP requirements per Appendix C (if applicable).
  - (4) **Electronic copy of the proposal Volume I, II and III (USB Flash Drive/Thump Drive).**
- (b) Cost/Price. All information relating to cost or pricing data must be included in Volume I. Under no circumstances shall cost or pricing data be included elsewhere in the proposal.
- (c) Technical Proposal. The technical proposal should address the stated Evaluation Criteria in such a manner as to enable the Authority to engage in a thorough evaluation of its overall technical merit. Technical proposals shall be specific, detailed and complete and shall demonstrate that the offeror has a thorough knowledge and understanding of the Contract's requirements. Offerors shall avoid generalized statements that for example, paraphrase the specifications or attest that "standard procedures will be employed." The Authority wishes to be satisfied that the offeror maintains an understanding of the specific Contract requirements and maintains the means to fully satisfy them.
- (d) Contractual. The Contractual volume shall contain a completed, signed Solicitation, Offer and Award form and include Representations, Certifications, Pre-Award Data, Certificate(s) of Insurance, SBLPP requirements per Appendix C (if applicable), and any amendments. In the event that the offeror takes any exception to any of the Contract's terms and conditions, wishes to propose alternative Contract language or is otherwise unwilling or unable to satisfy any of the Contract's requirements such information should be clearly noted on the first page(s) of Volume III of the proposal. Failure to take exception shall constitute the offeror's acceptance.

## 11. **LATE SUBMISSIONS AND REVISIONS OF PROPOSALS**

- (a) Any proposal or revision received at the office designated in the solicitation after the time specified for receipt will not be considered unless it was sent, properly addressed:
- (1) By registered or certified U.S. or Canadian mail not later than the fifth (5<sup>th</sup>) day before the date specified for proposal closing. (e.g. A proposal or revision relating to a solicitation with a closing date of the 20<sup>th</sup> of a month must have been placed in registered or certified mail by not later than the 15<sup>th</sup> of such month.);
  - (2) By first class mail, if the Contracting Officer determines that the late receipt was due solely to the Authority's mishandling after delivery on its premises; or
  - (3) By U.S. Postal Service, Express Mail, Next Day Service, not later than 5:00 p.m. at the place of mailing two (2) business days prior to the date specified for proposal closing; or

- (b) A revision submitted after the date and time set for proposal closing will only be accepted if the Contracting Officer authorizes it. A submission in the nature of a Best and Final Offer ("BAFO") received after the time and date specified in the Contracting Officer's request for BAFOs will not be considered unless received before award and, in Contracting Officer's judgment, the late delivery was not attributable to the offeror's acts or omissions.
- (c) The only acceptable evidence to establish the time of receipt by the Authority is the time/date stamp of that event on the proposal or any other documentary evidence of receipt maintained by the Authority.
- (d) A proposal received after proposal closing may be considered if it is the only proposal received for the solicitation, or if a late revision of any otherwise successful proposal makes its terms more favorable to the Authority.

**12. WITHDRAWAL OF PROPOSALS**

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

**13. RECEIPT AND REVIEW OF PROPOSALS BY THE AUTHORITY**

- (a) There will be no public opening of proposals for this solicitation. Proposals will be opened by the designated Authority representative and copies of the three (3) volumes of the proposal will be distributed for review by Authority designated personnel only, as appropriate. All reasonable efforts will be made to ensure confidentiality of the information contained in the proposals, consistent with applicable provisions of law.
- (b) The Authority may award a Contract on the basis of the initial proposals as evaluated in accordance with the Evaluation Criteria without discussions. Accordingly, the initial proposal should contain the offeror's best terms from both a price and technical standpoint.
- (c) Notwithstanding a determination by the Authority to proceed without conducting substantive negotiations or discussions with offerors, the Authority may engage in communications with one (1) or more offerors relating to clarification(s) of their proposals.
- (d) Not Applicable
- (e) Not Applicable
- (f) The Contracting Officer may conduct discussions with offerors only for the purpose of making an unacceptable proposal acceptable. If all initial proposals are technically acceptable, the Authority may not conduct further discussions with offerors prior to Contract award.
- (g) The Contracting Officer may request revised price proposals from all offerors who are technically acceptable.

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

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

**TECHNICALLY ACCEPTABLE – LOW PRICE**

- (a) The Authority will award a Contract resulting from this solicitation to the responsible offeror(s) whose proposal conforms to the solicitation and is determined to be the lowest priced among those proposals rated “technically acceptable.” For purposes of determining whether a proposal is “technically acceptable” for purposes of this solicitation, the following Criteria for Acceptability shall apply:

**EVALUATION OF TECHNICAL PROPOSALS:** Each offeror’s technical proposal will be evaluated against the following evaluation criteria in order to be determined “technically acceptable”. Each technical proposal shall be so specific, detailed, and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that “standard procedures will be employed” are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. As a minimum, the proposal must clearly provide the following information in the order in which requested:

**NOTE:** Offeror must address each of the following areas and include all required submittals along with the Technical Proposal. Failure to provide information requested herewith will result in proposals being “Technically Unacceptable”.

**1. MANAGEMENT PLAN:**

The offeror shall demonstrate that it has an organizational plan detailing areas of responsibilities and technical qualifications and has sufficient manpower resources. This shall include work structure and administrative procedures in providing tasks required in the scope of services, proposed staffing levels by title/ position/hours of work on site, with delegation of authority, lines of authority and responsibility for the performance work, the authority of local management, demonstration of availability of in-house technical expertise, identification of subcontract work with subcontractors’ qualifications and experience, crafts and skills available for local performance, procurement procedures and compensation (invoice) procedures, personnel and management controls over the work force, inventory control procedures, automated record keeping and file procedures, submission report to the Authority, financial plan for payroll, subcontractor payment, purchase of supplies, payment of related contract costs, and the following Continuity of Operations Plans: Strike Contingency Plan (SCP), Contractor Emergency Plan (CEP) and Extended Coverage During Absence (ECDA).

The Offeror must also demonstrate that it can implement an effective maintenance program, including responses to service calls and will provide an automated documentation program to efficiently track maintenance tasks and procedures. This section must also include estimating and scheduling of assigned work (including emergency calls and service calls as defined in the scope of work), proposed schedules and locations of maintenance personnel, identification of resource assignment and necessary personnel, procedures for quality and responsive execution of work (including reporting of completed work as well as outstanding work), maintenance plans/ procedures for responses to complaints, service calls and repairs, preventive maintenance program for equipment and facilities, monthly

preventive maintenance schedule, and plans for interactions with Authority representatives in the management of the facilities and equipment to be maintained.

**NOTE:** Offeror must verify that they operate a local office within the Washington Metropolitan Area.

**2. EXPERIENCE AND QUALIFICATION:**

The Offeror shall demonstrate that it has a minimum of five current consecutive years of corporate experience and successful performance in property management services for facilities of similar size, scope, and complexity within the Washington Metropolitan Area: This section shall also include a minimum of three current similar references. References must be complete with telephone numbers and a point of contact. (Offerors are advised they will be evaluated on past performance and contract services must be performed within the last five years).

**3. KEY PERSONNEL:**

The offeror shall demonstrate that it has experienced and qualified key personnel, with required licenses and certifications. Offeror is to include detail knowledge of skills, experience of individuals that are designated in key positions (e.g.: On-Site Managers, On-Site Supervisors, Operating Engineers, etc.). Proposals must include proposed names of individuals for key positions and submission of appropriate resumes specifying qualifications and experience.

**4. QUALITY CONTROL PLAN:**

The offeror shall demonstrate that it can implement an effective quality control program to ensure quality performance of work for tasks identified in the scope of services and insure building occupant complaints will be satisfied. This section shall include inspection programs to document deficiencies and necessary repairs within the facilities. It shall also include proposed methods and techniques for detection and correction of deficiencies, proposed procedures for review of work assignments, proposed checklists, follow-up procedures, identification of personnel responsible for monitoring performance, and ability to respond to and satisfy building occupant complaints. The quality control plan must include a work verification process, material process, the standards a supplier must meet prior to providing services, quality feedback processes and a corrective action plan.

**5. PHASE-IN/PHASE-OUT PLAN:**

The offeror shall demonstrate that it plans, for a minimum of 30 days, prior to the beginning of the contract to become familiar with the operations and equipment of the facilities: This shall include a proposed plan to ensure an orderly and smooth transition, without disruption of service. It is the responsibility of the existing contractor to ensure the operation, equipment, and facility systems are operational at the beginning and the completion of the contract period.

- (b) The Authority reserves the right to award this Contract without discussions or further communications concerning the proposals received. Proposals should contain the offeror's best terms from both a price and technical standpoint. The Contracting Officer reserves the right to engage in oral or written communications with proposers, if necessary to make an unacceptable proposal acceptable.

- (c) Price evaluations will be based on the total cost to the Authority for base year requirements, plus any option years.
- (d) The elements of the technical proposal will be rated in accordance with the Criteria for Acceptability. Only those proposal(s) as are deemed acceptable in terms of their overall technical merit shall remain eligible for potential award.

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

Not Applicable

**16. 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.

**17. PRICE PROPOSAL EVALUATION**

- (a) The Contracting Officer will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Costs will be evaluated in terms of the following:
  - (1) Submittal of proposed prices for both the base year (s) and the option year(s), if any;
  - (2) Any offer that is materially unbalanced may be rejected. An unbalanced offer is one (1) that is based on prices that are significantly overstated for some items and understated for other items;
  - (3) The Contracting Officer will compare the price proposals to the Authority's estimate and otherwise determine reasonableness by performing a price analysis, if adequate

competition exists. If, in the Contracting Officer's judgment, adequate price competition does not exist, he or she will conduct a cost analysis in order to ascertain whether the proposed price is fair and reasonable;

- (b) The offeror shall provide certified cost or pricing data if the Contracting Officer requests it.

**18. TECHNICAL PROPOSAL EVALUATION**

The Authority will evaluate the technical proposals in accordance with the "Criteria for Acceptability" set forth in paragraph 14, above. A proposal that fails to meet the minimum standard for acceptability with respect to each element may be deemed technically unacceptable and thus ineligible for award, regardless of price.

**19. PRE-AWARD INFORMATION/CONTRACTOR RESPONSIBILITY**

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

**20. PRE-AWARD MEETING**

Not Applicable

**21. SITE VISIT/INSPECTION OFFEROR'S FACILITIES**

Not Applicable

**22. CONTRACT AWARD**

- (a) Not Applicable
- (b) At the conclusion of reviewing the technical proposals for acceptability, the Contracting Officer shall award Contract to the responsible offeror whose proposal is the lowest priced out of all proposals that are technically acceptable. Such determination shall be based upon initial price proposals or revised price proposals where 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.

**23. PERFORMANCE/PAYMENT BONDS**

Not Applicable

**24. 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.

**25. WMATA'S TAX EXEMPT STATUS**

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

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

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

**26. RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

**27. ENGLISH LANGUAGE AND UNITED STATES CURRENCY**

With respect to both this solicitation and the resultant Contract:

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

**28. BRAND NAME OR EQUAL**

Not Applicable

**29. REQUESTS FOR RECORDS**

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

- (a) "Records" means any existing writings, drawings, maps, recordings, tapes, film, microfilm, correspondence, forms, cards, photographs, optical disks, photo copies, and records stored by computer (electronic records) that are made or received by WMATA in connection with a public contract. A record does not include uncirculated personal notes, papers, electronic records and any other records that were created and retained solely as work papers for personal use of the Contracting Officer, Contract Administrator or other WMATA employee.
- (b) WMATA's contracting process allows for the release/posting of certain information concerning this Contract after its award. This includes the name of the successful offeror



and the amount of the award. This information is available on WMATA's website under "Business with Metro" or directly from the Contract Administrator.

- (c) Upon WMATA's request, the successful offeror shall be required to provide a redacted copy of the successful technical and price proposals with confidential and proprietary information redacted.
- (d) After the award is announced, the winning proposal may be subject to release under WMATA's Public Access to Records Policy (PARP).
- (e) When WMATA determines that a successful proposal will be of wide public interest, WMATA will post the redacted proposal on its website. When WMATA receives three (3) or more requests for a successful proposal, WMATA will post the redacted proposal on its website.
- (f) Requests for Records that are not made available during the procurement process and that are not generally made available during the de-briefing process will be submitted in accordance with the PARP. Requests must be in writing and sent by mail to the Office of General Counsel, Washington Metropolitan Area Transit Authority, 600 Fifth Street, NW, Washington, D.C. 20001, or by electronic mail at [parpprivreq@wmata.com](mailto:parpprivreq@wmata.com) or by facsimile to the attention of the PARP Administrator at (202) 962-2550. If a request for records is sent directly from the requestor to a Contract Administrator, department, or independent office, that entity shall immediately forward the request to the PARP Administrator in the Office of General Counsel. If records are subject to a PARP request, a member of the PARP team will contact the company to begin the PARP document review process, which includes providing detailed written justifications for any information for which exemptions are claimed.
- (g) Neither WMATA's proposal/debriefing process nor the PARP process generally allow for the release of information that would cause competitive harm to the proposers, other organizations, WMATA's employees, or interests. Information that will be withheld includes the following:
  - (1) The names of unsuccessful offerors;
  - (2) The technical and price proposals of unsuccessful offerors;
  - (3) Personal information (this does not include education and qualifications which are released) about the successful offeror or its employees that is not available to the public on the website of the successful offeror;
  - (4) Unit price details of the successful price proposal (this does not include the bottom line price, which is released);
  - (5) WMATA's technical evaluation of any proposals submitted to WMATA pursuant to a solicitation;
  - (6) The names of the vendors who file a protest to the solicitation or its award;
  - (7) The written adjudication of any protests;
  - (8) Personal information concerning WMATA's employees; and
  - (9) Trade secrets and confidential commercial or financial information obtained from an offeror.
- (h) If your company's records are subject to a PARP request (i.e., if it is the successful offeror), a broad claim of confidentiality for the entire proposal or pages of the proposal is rarely

acceptable, and will likely be rejected during the PARP process. Therefore, WMATA suggests that you narrowly identify your confidential/proprietary information based on the following guidance:

(i) Information that may be withheld/redacted:

- (1) Detailed pricing except bottom line offer amounts;
- (2) Trade Secrets;
- (3) Unique proprietary solutions not publicly known;
- (4) Employee/personnel names below the executive level; however, information regarding qualifications of employees is released; and
- (5) Subcontractor/vendor identities, if not publicly known.

(j) Public information subject to release:

- (1) Any information on your company's website;
- (2) Publicly known information (even if not on your company's website);
- (3) General company background;
- (4) Mere compliance with RFP requirement; and
- (5) Anything standard to the industry.

**30. NOTICE OF PROTEST POLICY**

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

**REPRESENTATIONS & CERTIFICATIONS**

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

**1. TYPE OF BUSINESS ORGANIZATION**

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

Name	Signature
Title	Company
Date	

**2. AFFILIATION AND IDENTIFYING DATA**

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

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

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

\_\_\_\_\_  
Name of Parent Company

\_\_\_\_\_  
Main Office Address (including ZIP Code)

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

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

Name	Signature
Title	Company
Date	

**3. SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)**

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

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

Name	Signature
Title	Company
Date	

**4. COVENANT AGAINST GRATUITIES**

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

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

Name	Signature
Title	Company
Date	

**5. CONTINGENT FEES**

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

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

Name	Signature
Title	Company
Date	

**6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

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

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

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

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

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

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

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

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

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

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

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

Name	Signature
Title	Company
Date	

**7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

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

**7.2** Each person signing this offer certifies that:

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

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

Name	Signature
Title	Company
Date	

**8. NONDISCRIMINATION ASSURANCE**

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

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

Name	Signature
Title	Company
Date	

**9. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS**

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

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

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

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

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

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

Name	Signature
Title	Company
Date	



**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 Facilities Management Services, including all necessary or incidental work, labor and materials. The Contractor agrees to perform the work in accordance with requirements and terms and conditions hereinafter set forth in this Contract. In consideration for the Contractor's complete, satisfactory and proper performance of the Contract, the Authority agrees to pay to the Contractor, and the Contractor agrees to accept as full compensation, the sums of money set forth in the Price Schedule at the time and in the manner and upon the terms and conditions set forth in the Contract.

### **2. ARRANGEMENT OF CONTRACTUAL PROVISIONS**

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

### **3. ORDER OF PRECEDENCE**

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

### **4. REQUIREMENTS CONTRACT**

Not Applicable

### **5. INDEFINITE QUANTITY CONTRACT**

Not Applicable

### **6. ORDERING**

Not Applicable

### **7. ORDER LIMITATIONS**

Not Applicable

**8. AUDIT, AVAILABILITY, AND INSPECTION OF RECORDS**

- (a) Authorized persons. The Contracting Officer and his or her representatives, including representatives of the Authority's governing jurisdictions and any other Federal, state, or local entity providing funding for this Contract and the U.S. Comptroller General shall have access and inspection rights described in this article.
- (b) Examination of costs. The Contractor shall maintain, and the Contracting Officer shall have the right to examine and audit, all records sufficiently to properly reflect all costs incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection of the Contractor's facilities engaged in performing this Contract at all reasonable times.
- (c) Cost or pricing data. If the Contractor is required to submit cost or pricing data in connection with any pricing action relating to this Contract, the Contracting Officer shall have the right to examine and audit all of the Contractor's records related to: (1) any proposal for the Contract, subcontract, or modification; (2) any clarifications or discussions conducted on the proposal; (3) pricing of the Contract, subcontract or modification; or (4) performance of the Contract, subcontract or modification.
- (e) Availability. The accounts, records and cost information required to be originated under this Contract, and together with all other accounts, records and cost information related to this Contract, shall be maintained and made available by the Contractor and subcontractor(s):
  - (1) At their offices at all reasonable times for inspection, audit, reproduction or such other purposes as the Contracting Officer or by anyone he or she authorizes may require or pursuant to any other provision of this Contract; and
  - (2) Except to the extent otherwise expressly set forth in this Contract, until three (3) years from the date of final payment under this Contract. If the Contract is completely or partially terminated, such records shall be maintained for a period of three (3) years from either the date of any resulting final settlement or the date of final payment, whichever is later? If a pricing adjustment is involved in any dispute or litigation related to this Contract, such records shall be maintained for a period equal to the later of three (3) years from the date of final payment or one (1) year following the final disposition of the dispute or litigation.
- (e) Subcontracts. The Contractor shall insert this article, in all subcontracts that exceed \$100,000.

**9. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

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

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

**10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

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

which the Contractor is deemed unsatisfactory, these evaluations must be provided to it for comment;

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

**CHAPTER II – TIME/DELAYS/LIQUIDATED DAMAGES**

**1. PERIOD OF PERFORMANCE**

The period of performance is One Year commencing on the date of award.

The Authority has the unilateral right to extend this Contract by exercising up to four (4) (12 months each) option periods subject to all terms and conditions stated herein.

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

**1. 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.

**2. 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](http://www.sam.gov)).
- (5) The Contractor's past performance evaluations on other Contract actions have been considered; and
- (6) The Contractor's performance on this Contract has been acceptable in that it received satisfactory ratings.

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

- (1) A new solicitation fails to produce a better price or a more advantageous offer than that offered by the option. If it is anticipated that the best price



available is the option price or that this is the more advantageous offer, the Contracting Officer should not use this method of testing the market.

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

#### **4. OPTION FOR INCREASED OR DECREASED QUANTITIES OF SUPPLIES**

WMATA may increase or decrease the quantities of supplies called for in the Price Schedule, at the unit price specified. WMATA may also require the delivery of a numbered line item, identified in the Price Schedule as an option item, in the quantity and at the price stated in the Price Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within a reasonable amount of time before exercising the option. Delivery of the

added items shall continue at the same rate as the like items called for under the Contract, unless the parties agree otherwise.

**5. OPTIONS TO EXTEND SERVICES**

WMATA may require continued performance of any services within the limits and at the rates specified in this Contract. These rates may be adjusted only as a result of revisions to the prevailing labor rates provided by the U.S. Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance thereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within a reasonable amount of time exercising the option.

**6. OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

**7. OPTIONS EXERCISED OUT OF SEQUENCE**

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

**8. LIQUIDATED DAMAGES FOR DELAY**

Not Applicable

**9. EXTENSIONS OF TIME/FORCE MAJEURE**

- (a) For purposes of this clause, the term "force majeure" shall mean an unforeseen event or circumstance, beyond the control of, and not occasioned by the fault or negligence of, the Contractor or the Authority, that gives rise to a delay in the progress of the Contract, including, without limitation, acts of God, acts of war or insurrection, unusually severe weather, fires, floods, strikes, freight embargoes or other events or circumstances of like nature.

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

**10. THE AUTHORITY'S DELAY**

- (a) If the performance of all or any part of this Contract is delayed in a material manner or extent by the Authority's acts or omissions that are not expressly or impliedly authorized by this Contract or by applicable provisions of law, the Contracting Officer shall make an adjustment (excluding profit) for any increase in the cost of performance of this Contract caused by such delay and shall modify the Contract, in writing. The Contracting Officer shall make an adjustment to the delivery or performance dates and to any other Contractual provision, if such delay or interruption affected Contract compliance. The Contracting Officer shall make no adjustment under this Contract for any delay or interruption, if performance was or could have been delayed by any other cause, including, without limitation: (i) the fault or negligence of the Contractor or any subcontractor; (ii) an act constituting a force majeure event pursuant to this Contract; or (iii) any other cause for which an adjustment is provided under any other article of this Contract, at law or in equity.
- (b) An adjustment pursuant to paragraph (a) shall not be allowed:
  - (1) For any costs incurred more than twenty (20) days before the Contractor notifies the Contracting Officer, in writing, of the delay.
  - (2) Unless the claim, in a sum certain, is asserted in writing as soon as practicable after the termination of the delay. In no event, shall a Contractor assert a delay claim later than thirty (30) days after its termination. The delay claim shall be accompanied by appropriate documentation, specifically supporting the nature and extent of the claimed impact upon the cost and/or time required for performance. In any instance where it is not possible for the Contractor to fully project such impact within the thirty (30) day period, it shall support the claim with such documentation as is then reasonably available, along with a statement of the anticipated time frame when the Contractor expects to provide the additional materials. The Contracting Officer shall maintain the right throughout the process to request such additional materials as he or she shall reasonably require in consideration of the claim and shall be under no obligation to conclude his or her consideration of the claim prior to review of all relevant materials. Any adjustment to the Contract price pursuant this clause must be determined prior to final payment under this Contract.

**11. NOTICE TO THE AUTHORITY OF LABOR DISPUTES**

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

### **CHAPTER III – ACCEPTANCE/INSPECTIONS/DEFICIENCIES**

#### **1. INSPECTION OF SERVICES**

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

#### **2. INSPECTION OF SUPPLIES**

- (a) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering supplies under this Contract and shall tender to the Authority for acceptance only supplies that have been inspected in accordance with the inspection system and that the Contractor determines to be in conformity with this Contract’s

requirements. As part of the system, the Contractor shall prepare records evidencing the nature and result of all inspections. These records shall be made available to the Authority during the term of the Contract and thereafter in accordance with the "Audit and Inspection of Records" article of this Contract. The Authority may perform reviews and evaluations as reasonably necessary to ascertain compliance with this article. These reviews and evaluations shall be conducted in a manner that will not unduly delay the Contract. Reviews, whether exercised or not, do not relieve the Contractor of its obligations under this Contract.

- (b) The Authority has the right to inspect and test all supplies under this Contract, to the extent practicable, at all places and times, including during manufacturing, and before acceptance. The Authority shall perform inspections and tests in a manner that will not unduly delay the Contract. The Authority assumes no Contractual obligation to perform any inspection and/or test nor shall the Authority's failure to perform any inspection and/or test relieve the Contractor of any obligation under this Contract.
- (c) If the Authority performs inspection(s) or test(s) on the Contractor's or subcontractor's premises, the Contractor shall furnish, and shall require subcontractors to furnish, without additional cost, all reasonable facilities and assistance for the safe and convenient performance of these inspections or tests.
- (d) When supplies are not ready at the time specified for inspection or testing, the Contracting Officer may charge the Contractor for any additional, associated costs. The Contracting Officer may also charge the Contractor for any additional costs of inspection or testing when prior rejection makes re-inspection or retesting necessary.

### **3. ACCEPTANCE OF SUPPLIES**

- (a) The Authority shall accept or reject tendered supplies as promptly as practicable after delivery, unless otherwise provided in this Contract. The Authority's failure to inspect and/or accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Authority, for nonconforming supplies.
- (b) The Authority's acceptance shall be deemed conclusive, except for latent defects, fraud, willful misconduct, gross mistakes amounting to fraud or as otherwise provided in this Contract. In such instances, the Authority, in addition to any other rights and remedies it has under this Contract, at law or in equity, shall have the right:
  - (1) To direct the Contractor, at no increase in Contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or, if the Contracting Officer determines, at the Contractor's facility, in accordance with a reasonable delivery schedule as may be agreed upon between the parties. The Contracting Officer may reduce the Contract price, if the Contractor fails to meet such delivery schedule; or
  - (2) Within a reasonable time after the Contractor's receipt of a Notice of Defects or Nonconformance, the Contracting Officer may reduce the Contract price, as is equitable under the circumstances, if he or she elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the costs of transportation.

**4. NEW MATERIAL [SUPPLIES]**

Unless this Contract specifies otherwise, the Contractor represents that any supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Contract, the Contractor believes that furnishing supplies or components that are not new is in the Authority's best interests, the Contractor shall notify the Contracting Officer immediately in writing. The Contractor's notice shall include the reasons for the request, along with any proposed price reduction, that the Authority may take if the Contracting Officer agrees to authorize such supplies or components. The Contracting Officer's authorization to use such supplies or components shall be final and binding and not subject to further review pursuant to the "Disputes" article of this Contract or otherwise.

**5. WARRANTY**

- (a) All workmanship, parts and materials furnished for this Contract shall be unconditionally warranted against failures or defects for a period of one (1) year after the Authority accepts them or places them in service, whichever is earlier. The Contractor shall accept the Authority's records regarding the date the item was placed in service.
- (b) In the event that any work covered by the warranty provisions fails during the warranty period, the Contractor shall repair or replace the work within three (3) days without cost or expense to the Authority.
- (c) Should the Contractor shall fail to repair or replace any part or do any work in accordance with the terms of this warranty, or if immediate replacement or work is necessary to maintain operations, the Authority shall have the right to cause such replacement to be made, utilizing its own forces and/or those of third parties as the Authority shall reasonably deem appropriate, at Contractor's expense.
- (d) Each piece of equipment, component or part thereof that the Contractor replaces, repairs, adjusts or services in any manner under the terms of this warranty during the warranty period shall be reported to the Contracting Officer on the Authority's forms. Each report shall indicate in detail all repairs, adjustments and servicing to each and every component, unit or part thereof.
- (e) Any warranty work shall be accomplished with minimum disruption to the Authority's operations and to its maintenance and service facilities. The Authority shall at its sole discretion determine the availability of facilities for warranty work.
- (f) The Contractor shall make adequate service facilities available, along with spare parts, for all the items under warranty. Trained technical service personnel shall be available to the Authority sufficient to meet the Contractor's warranty obligations.
  - (1) The Contractor shall provide field service representatives who are competent and fully qualified in the maintenance and operation of the warranted items. These field service representatives shall assist the Authority in overcoming any difficulties in the operation or maintenance of the warranted items. They

shall further serve as the Contractor's on-site representatives for any component failure claims or warranty claims under this Contract.

- (2) During the warranty period, a field service representative shall be available within twenty four (24) hours.
- (g) The Authority's rights set forth in this article shall be in addition to those set forth elsewhere in this Contract or otherwise at law or in equity.

**6. CORRECTION OF DEFICIENCIES**

- (a) The Contractor must replace materials or correct workmanship not conforming to the Contract's requirements at no additional cost to WMATA. In addition, the Contractor is subject to any liquidated damages specified in this Contract or actual damages incurred by WMATA. If the Contractor fails to correct deficiencies, the Contracting Officer, may take specific action as follows:
  - (1) Replace or correct the item or work at the Contractor's expense. This may be accomplished by award of a new contract or by use of WMATA's own resources.
  - (2) Accept the items with a reduction in price. This action will be accomplished by formal modification to this Contract. The reduced price will be based upon the reasonable value of the item, considering the possible cost of correcting the item.
  - (3) Terminate this Contract for default. If the item or work must be re-procured, the Contractor is normally liable for excess costs incurred by WMATA in accordance with the "Termination for Default" article of this Contract.

**7. FIRST ARTICLE INSPECTION**

Not Applicable

**8. F.O.B. DESTINATION**

- (a) Unless otherwise specified, the Contractor shall furnish all supplies to be delivered under this Contract "F.O.B. Destination." As used herein, "F.O.B. Destination" means:
  - (1) Free of expense to WMATA on board the carrier's conveyance, at a specified delivery point where WMATA's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
  - (2) Supplies shall be delivered to WMATA's warehouse unloading platform, or receiving dock, at the Contractor's expense. WMATA shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery of the supplies to the destination, unless such charges are caused by WMATA's acts or omissions, acting in its Contractual capacity. If the Contractor uses a rail carrier or freight forwarder for less than full carload shipments, the Contractor shall assure that the carrier will furnish



tailgate delivery, if transfer to truck is required to complete delivery to WMATA.

(b) The Contractor shall:

- (1) Pack and mark the shipment to comply with this Contract's specifications;
- (2) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (3) Prepare and distribute commercial bills of lading;
- (4) Deliver the shipment in good order and condition to the delivery point specified in the Contract;
- (5) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by WMATA at the delivery point specified in the Contract;
- (6) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (7) Pay and bear all charges to the specified point of delivery.

**9. QUALITY ASSURANCE/QUALITY CONTROL**

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

## **CHAPTER IV—CHANGES/ PRICING ADJUSTMENTS**

### **1. CHANGE ORDERS**

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

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

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

## **2. PRICING OF ADJUSTMENTS**

- (a) The parties agree that, notwithstanding any interpretation of contract cost principles to the contrary, the Authority will not be liable for interest, however represented, on or as a part of any claim, request, proposal or adjustment, including equitable adjustments, whether it arises under the Contract or otherwise.
- (b) As part of its proposal for any Contract modification requiring a price adjustment in excess of \$100,000, the Contractor shall submit to the Contracting Officer, cost or pricing data under the conditions described in this paragraph and certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of the date submitted. At the Contracting Officer's discretion, the Contractor, may be required to submit cost or pricing data for price adjustments less than \$100,000.
- (c) The Contractor shall ensure that this article is included in all subcontracts at any tier, if the value of the subcontracted work exceeds \$100,000.

## **3. ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS**

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

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

- (e) Access to Records. As a condition to the Authority's obligation to consider any claim for a potential price adjustment under any provision of this Contract, the Contractor shall grant the Authority access to review and ascertain the validity of the accounting records being maintained for segregation of costs, including base cost records, and to audit any such costs as the Contracting Officer deems appropriate.
- (f) Limitation on Price Adjustments. If the Contractor or any subcontractor fails to generate, maintain, or make available any records required under this Contract, in addition to any rights to which the Authority may be entitled, the Contracting Officer shall determine whether such failure is willful, deliberate or otherwise precipitated by the Contractor's bad faith, in which case the Contractor shall not be entitled to any price adjustment for the work in question. Where the Contracting Officer determines that the failure was not the result of the Contractor's bad faith, he or she shall determine the reasonable direct costs of the work for which records are not available, and add a single mark-up for indirect expenses not to exceed ten percent (10%) of the direct costs based on:
  - (1) An audit of the Contractor's or subcontractor's records made available to the Authority; and/or
  - (2) The Authority's estimate as the Contracting Officer adopts or modifies
- (a) In no event shall the Contractor and/or subcontractor be allowed any profit on claimed work for which records are not made available in accordance with its obligations under this Contract.
- (h) Flow-down clause. The Contractor shall ensure the inclusion of this article in all subcontracts issued under this Contract, modified as necessary, for proper identification of the contracting parties and the Contracting Officer.

**CHAPTER V – INVOICES/PAYMENTS/ DEDUCTIONS**

**1. BILLING AND PAYMENT**

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

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

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

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

If the Contracting Officer determines that any price, including profit or fee, previously negotiated in connection with any modification to this Contract involving changes in cost plus applicable profit in excess of \$100,000 was based upon the Contractor's or subcontractor's cost or pricing data that was not complete, accurate or current, such that the amount the Authority paid to the Contractor for such price adjustment was greater than the Contractor would have been entitled based upon accurate and complete data, the Authority shall be entitled to an adjustment in an amount equal to such overpayment. The Authority's rights hereunder shall be in addition to any other rights it may have under this Contract, at law or in equity.

**3. SUBCONTRACTOR PAYMENTS**

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

**4. GARNISHMENT OF PAYMENTS**

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

## **CHAPTER VI – CONTRACT TERMINATION/STOP WORK ORDERS/DISPUTES**

### **1. STOP WORK ORDERS**

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

### **2. TERMINATION FOR DEFAULT**

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

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



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

### 3. **TERMINATION FOR CONVENIENCE**

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

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

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

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

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

#### 4. **ASSIGNMENT**

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

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

**5. DISPUTES**

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

## **CHAPTER VII – INDEMNIFICATION/INSURANCE/RISK OF LOSS**

### **1. INDEMNIFICATION**

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

### **2. INSURANCE REQUIREMENTS**

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

## EXHIBIT A

### **I. MINIMUM REQUIRED INSURANCE: MINIMUM LIMITS OF INSURANCE**

INSURANCE TYPE	LIMITS	BASIS
<b>Workers' Compensation</b>	Statutory	
<b>Employers' Liability</b>	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
<b>Commercial General Liability</b>		
	\$2,000,000	Each Occurrence Limit
	\$4,000,000	General Aggregate Limit
	\$2,000,000	Products-Completed Operations Limit
<b>Business Auto Liability</b>		
	\$2,000,000	Combined Single Limit

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

- 1) Contractor is required to maintain the prescribed insurance outlined in this Exhibit A during the entire period of performance under this contract. Notice to Proceed (NTP) will not be issued until all required insurance has been accepted by WMATA.
- 2) The prescribed insurance coverage and limits of insurance are minimum required coverages and limits. Contractor is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and or limits of insurance that Contractor deems prudent and necessary to manage risk in the completion of this contract.
- 3) Upon written request from WMATA, contractor shall provide copies of any requested insurance policies, including applicable endorsements, within five (5) business days of such request.
- 4) Receipt, review or communications regarding certificates of insurance (COI), insurance policies, endorsements, or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by WMATA.
- 5) Insurance companies must be acceptable to WMATA and must have an A. M. Best rating of at least A- VII.
- 6) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.

- 7) Any insurance policy utilizing a Self-Insured Retention (SIR) requires written approval from WMATA.
- 8) Contractor must incorporate these Minimum Insurance Requirements into contract requirements of all subcontractors of every tier; however, Contractor, at its sole peril, may amend these Minimum Insurance Requirements for its subcontractors, but doing so does not relieve Contractor from its respective liability to WMATA.
- 9) Compliance with these Minimum Insurance Requirements does not relieve Contractor from Contractor's respective liability to WMATA, even if that liability exceeds the Minimum Insurance Requirements.

### **III. COVERAGE-SPECIFIC REQUIREMENTS**

#### **Commercial General Liability**

- 1) Commercial General Liability (CGL) shall be written on ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and an Umbrella/Excess Liability coverage form(s), provided that the Umbrella/Excess Liability coverage form(s) provides the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" section below.
- 5) Defense Costs (Allocated Loss Adjustment Expense) must be included and outside of the policy limits for all primary liability and Umbrella/Excess Liability policies.

#### **Business Auto Liability**

- 1) Business Auto Liability insurance shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" section below.
- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a primary business auto liability policy and an Umbrella/Excess Liability policy provided that the Umbrella/Excess Liability policy complies with items 2 and 3 above.
- 5) MCS-90 Endorsement for work involving the transportation or disposal of any hazardous material or waste off of the jobsite. If the MCS-90 Endorsement is



required, minimum auto liability limits of \$5,000,000 per occurrence are also required as is form CA 99 48, broadened coverage for pollution liability.

- 6) on-Owned Disposal Site (NODS) Endorsement providing coverage for the Contractor's legal liability arising out of pollution conditions at the designated non-owned disposal site.

#### **IV. OTHER**

##### **Additional Insured**

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

##### **Waiver of Subrogation**

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

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

**Certificate of Insurance (COI)**

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

The Certificate Holder box should read:

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

Additionally:

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

**3. TITLE AND RISK OF LOSS**

- (a) Unless this Contract specifically provides for earlier passage of title to deliverables (including documents, reports, and data) or other items resulting from this Contract, title shall pass to the Authority upon acceptance, regardless of when or where the Authority takes physical possession. Risk of loss, theft, destruction of, or damage to, such deliverables or other items remains with the Contractor, until the transfer of title or at the time when the Authority takes physical possession, whichever is later.
- (b) In the event of loss or damage to any deliverable or other item of work, prior to the time when the Authority takes physical possession, the Contractor agrees to repair or replace it as soon as reasonably possible to restore the item to the same condition that pre-existed the loss or damage, in accordance with all requirements of this Contract, without cost to the Authority. Nothing contained herein shall be deemed to require the Contractor's repair or replacement of any loss or damage caused solely by the Authority's acts or omissions.
- (c) The following clause applies, if and when the Contractor performs work on its own property.
  - (1) WMATA retains title to all WMATA-furnished property, including, but not limited to\_\_\_\_\_. WMATA furnished property shall not become a fixture,

or lose its identity as personal property by being attached to any real property. The Contractor shall use WMATA's property, furnished under this Contract, only for performing this Contract, unless the Contracting Officer approves otherwise. Modifications or alterations of WMATA property are prohibited, unless they are (i) Reasonable and necessary due to the technical specifications for this Contract; (ii) Required for normal maintenance; or (iii) Otherwise authorized by the Contracting Officer. Risk of loss is on the Contractor for WMATA-furnished property, i.e. the Contractor is liable for loss, theft, damage or destruction to WMATA property while it is in the Contractor's possession or control. The Contractor shall take all reasonable actions necessary to protect WMATA's property from loss, theft, damage or destruction. The Contractor shall do nothing to prejudice WMATA's rights to recover against third parties for any loss, theft, damage or destruction to WMATA's property.

## **CHAPTER VIII – INTELLECTUAL PROPERTY RIGHTS**

### **1. PATENT INDEMNITY**

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

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

### **2. SET-OFF**

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

### **3. RIGHTS IN TECHNICAL DATA- LIMITED**

Not Applicable

### **4. RIGHTS IN TECHNICAL DATA – UNLIMITED**

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

financial reports, cost analyses, and other information incidental to Contract administration. "Computer software" as used in this article means computer programs, computer data bases, and documentation thereof.

- (b) The Authority or its designated representative shall have the right to use, duplicate or disclose technical data, including computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so that is contained in or derived from:
  - (1) Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
  - (2) Technical data pertaining to end items, components or processes that were prepared for the purpose of identifying sources, sizes, configurations, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data such as , specification control drawings, catalog sheets, and outline drawings Except for the computer software, it means data identifying sources, functional characteristics, and performance requirements, but specifically excludes the source code, algorithms, processes, formulae, and flow charts of the software.);
  - (3) Other technical data that the Contractor or subcontractor , normally furnishes without restriction;
  - (4) Other specifically described technical data that the parties have agreed will be furnished without restriction;
  - (5) All computer software regardless of whether it is technical data as defined in this article, including the source code, algorithms, processes, formulae, and flow charts, that the Contractor developed or materially modified for the Authority or for which the Authority is required by Federal law or regulation to provide a royalty-free, irrevocable and nonexclusive license to the Federal government.
- (c) The Authority shall have the right to use, duplicate, or disclose technical data other than as defined in paragraph (a), in whole or in part. Such technical data shall not, without the written permission of the party furnishing such technical data, be:
  - (1) Released or disclosed, in whole or in part, outside of the Authority,
  - (2) Used, in whole or in part, by the Authority for manufacturing, or
  - (3) Used by a party other than the Authority except for: (i) emergency repair or overhaul, (ii) where the item or process concerned is not otherwise reasonably available to the Authority to enable timely performance of this work, or (iii) administration of this Contract or the inspection of any products produced under it, where the third party has a written contract with the Authority to perform these efforts. In all cases described in this subsection, the release or disclosure outside of the Authority shall be subject to a nondisclosure agreement.
- (d) Technical data provided in accordance with paragraph (c) shall be identified with a legend that suitably recites this limitation. This article shall not impair the Authority's right to use similar or identical data acquired from other sources.

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

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

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

Contracting Officer, all evidence and information in its possession pertaining to such suit or claim. Such evidence and information shall be furnished at the Contractor's expense since the Contractor has agreed to indemnify the Authority for such infringement claims.

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

**6. ROYALTY INFORMATION**

Not Applicable

## **CHAPTER IX – ADDITIONAL COVENANTS/LEGAL REQUIREMENTS**

### **1. NONDISCRIMINATION ASSURANCE**

- (a) *Nondiscrimination Assurance.* In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000 (d), section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. §12132, D.C. law and Federal transit law at 49 U.S.C. §5332, the Contractor, sub-recipient, or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, sexual preference, gender identity and/or disability. In addition, the Contractor, sub-recipient, or subcontractor agrees to comply with applicable Federal implementing regulations and other regulations that FTA may issue.
- (b) *Equal Employment Opportunity.* The following equal employment opportunity requirements apply to this Contract:
- (1) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000(e), and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) including, but not limited to "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Part 60 *et. seq.*, [implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note], and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.
  - (2) **Age:** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.
  - (3) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal



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

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

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

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

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

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

**3. WALSH-HEALEY PUBLIC CONTRACTS ACT**

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

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

**4. DAVIS-BACON ACT**

Not Applicable

**5. COPELAND ANTI-KICKBACK ACT**

- (a) The Contractor agrees to comply with section 1 of the Copeland "Anti-Kickback Act," 18 U.S.C. § 874 that prohibits anyone from inducing, by any means, any person employed on construction, prosecution, completion or repair of a Federally assisted building or work, to give up any part of his or her compensation to which he or she is entitled. Contractor further agrees to comply with section 2 of the Act, 40 U.S.C. § 3145, as amended, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part, by Loans or Grants from the United States." Contractor agrees to comply with 29 C.F.R. Part 3 which imposes record keeping requirements for all such contracts in excess of \$2,000.
- (b) Contractor shall insert this clause in all subcontracts, and require that subcontractors insert this clause in any and all of their subcontracts, at any tier.

**6. CONVICT LABOR**

- (a) Except as provided in paragraph (b), the Contractor shall not employ in the performance of this Contract any person undergoing a sentence of imprisonment imposed by any court of the Federal Government, a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam or the U.S. Virgin Islands.

- (b) The Contractor is not prohibited from employing persons:
- (1) On parole or probation to work at paid employment during the term of their sentence;
  - (2) Who have been pardoned or who have served their terms; or
  - (3) Confined for violation of the laws of the Federal Government, the states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
    - (a) The worker is paid or is in an approved work or training program on a voluntary basis;
    - (b) Representatives of the local union's central bodies or similar labor union organizations have been consulted;
    - (c) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades where there is a surplus of available gainful labor in the locality, or impair existing contracts or services;
    - (d) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality where the work is being performed; and
    - (e) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

**7. COVENANT AGAINST CONTINGENT FEES**

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

**8. SEAT BELT USE POLICY**

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

**9. SENSITIVE SECURITY INFORMATION**

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

**10. LAWS AND REGULATIONS**

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

**11. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**

- (a) The Contractor agrees to submit a Material Safety Data Sheet (U.S. Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous materials five (5) days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this Contract that involve exposure to hazardous materials or items containing these materials.
- (b) "Hazardous material," as used in this clause, is defined in Federal Standard No. 313B, in effect on the date of this Contract.
- (c) Neither the requirements of this clause nor the Authority's acts or omissions shall relieve the Contractor of any responsibility or liability for the safety of Authority's, personnel or property.
- (d) Nothing contained in this article shall relieve the Contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the requirement to obtain licenses and permits) in connection with hazardous materials.
- (e) The Authority's rights in data furnished under this Contract regarding hazardous materials are as follows:
  - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to (a) apprise personnel of the hazards that they may be exposed to in using, handling, packaging, transporting, or disposing of hazardous materials (b) obtain medical treatment for those affected by the materials; and (c) have others use, duplicate, and disclose the data for the Authority for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this article in precedence over any other provision of this Contract providing for rights in data.

- (3) The Authority is not precluded from using similar or identical data acquired from other sources.
- (4) The data shall not be duplicated, disclosed, or released outside of the Authority, in whole or in part, for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies -  
  
"This data furnished under this Contract shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the Contracting Officer's permission. This legend shall be marked on any reproduction of this data."
- (5) The Contractor shall not place any restrictive legend on any data that (i) the Contractor or any subcontractor previously delivered to the Authority without limitations; or (ii) should be delivered without limitations under the "Rights in Technical Data" clause.
- (6) The Contractor shall insert this article including this parties, with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this Contract involving hazardous materials.

## 12. **LIVING WAGE**

- (a) The Authority's Living Wage Policy and implementing regulations apply with respect to all contracts for services (including construction) awarded in an amount that exceeds \$150,000 in a twelve (12) month period. If this Contract meets those criteria, the following requirements are applicable:
- (b) The Authority's living wage rate is \$13.85 per hour, and may be reduced by the Contractor's per-employee cost for health insurance.
- (c) The Contractor shall:
  - (1) Pay the Authority's living wage rate, effective during the time the work is performed, to all employees who perform work under this Contract;
  - (2) Include this "Living Wage" article in all subcontracts that exceed \$150,000 in a twelve (12) month period awarded under this Contract;
  - (3) Maintain payroll records, in accordance with the requirements of this Contract, and include a similar provision in affected subcontracts that requires the subcontractor to maintain its payroll records for the same length of time; and
  - (4) Certify with each monthly invoice that the Authority's living wage rate was paid to affected employees, or if applicable, certify prior to Contract award or Contract extension, if any, that one or more of the exemptions in paragraph (d) below applies.
- (5) The Contractor shall not split or subdivide this Contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor to avoid compliance with this "Living Wage" article

- (d) Exemptions to this "Living Wage" article include:
- (1) Contracts and agreements subject to higher wage rates required by Federal law or collective bargaining agreements;
  - (2) Contracts or agreements for regulated utilities;
  - (3) Emergency services to prevent or respond to a disaster or imminent threat to public health and safety;
  - (4) Contractor employees who work less than full time; and
  - (5) Contractors who employ fewer than ten (10) employees.
- (e) The Authority may adjust the living wage rate effective in January of each year. The adjustment will reflect the average living wage rate among Metro's Compact jurisdictions with living wage rates. If after Contract award the living wage rate increases, the Contractor is entitled to an equitable adjustment to the Contract price in the amount of the increase for employees who are affected by the escalated wage.
- (f) Failure to comply with the Authority's Living Wage Policy shall result in the Authority's right to exercise available contract remedies, including contract termination, where no fraud is suspected.
- (g) If fraud is suspected, the Authority's only remedy prior to adjudication by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

### **13. METRIC SYSTEM**

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

### **14. MANDATORY DISCLOSURE**

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

- (a) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- (b) A violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733).

- (1) WMATA, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by the law and regulation, such information will not be released by WMATA to the public pursuant to a Public Access to Records (PARP) request. WMATA may transfer documents provided by the Contractor to any department or agency within the state, Federal or local government, if the information relates to matters within the organization's jurisdiction.
- (2) If the violation relates to an order against a government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the OIG of the agency responsible for the basic contract.

**15. WHISTLEBLOWER PROTECTION – NON-FEDERAL**

- (a) The Contractor and its subcontractors shall encourage their employees and independent contractors to report information, without fear of actual or threatened discrimination, retaliation or reprisal that they in good faith reasonably believe is evidence of gross mismanagement; gross misuse or waste of public resources or funds; fraud; violation of law; abuse of authority in connection with the conduct of WMATA's operations or contracts; or a substantial and specific danger to health, security or safety. The Contractor and its subcontractors shall notify their employees that they may make reports under this paragraph to:
  - (1) WMATA's Office of Inspector General (OIG), in person, in writing, through the OIG Hotline (888-234-2374), via email at [wmata-oig-hotline@verizon.net](mailto:wmata-oig-hotline@verizon.net) or by any other reasonable means;
  - (2) WMATA's Metro Transit Police Department (MTPD), in person, by telephone (202-962-2121) or by any other reasonable means, or to the OIG, if the information constitutes a potential violation of criminal law;
  - (3) WMATA's Chief Safety Officer, in person, in writing, through the SAFE Hotline (202-249-7233) or email [safety@wmata.com](mailto:safety@wmata.com), or by any other reasonable means; or
  - (4) Any other official, office or agency within WMATA or outside WMATA that the employee or independent contractor reasonably believes has the authority to act on the matter.
- (b) The Contractor, its employees, independent contractors and subcontractors shall cooperate with any inquiry or review by an authorized official of WMATA, or by the Federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, and with any enforcement or judicial proceeding arising from such inquiry or review.

- (c) The Contractor and its subcontractors shall not interfere with or deny the right of any employee or independent contractor of either the Contractor or any of its subcontractors to make a report under paragraph (a). The Contractor and its subcontractors shall not recommend, take or threaten to take any action having a negative or adverse impact on any employee or independent contractor of either the Contractor or any of its subcontractors because he or she:
- (1) Made or is perceived to have made a report under paragraph (a);
  - (2) Sought a remedy under applicable law after making a report under paragraph (a);
  - (3) Participated in or cooperated with an inquiry or review by an authorized official of WMATA, or by the Federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, or with an enforcement or judicial proceeding arising from such inquiry or review;
  - (4) Refused to obey an order that would violate law; or
  - (5) Refused To Work or authorize work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there was no reasonable alternative to refusal, there was not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, notified the Contractor or subcontractor of the condition and of his or her intent not to perform or authorize work.
- (d) The Contractor shall include, or shall cause to be included, the substance of this clause, including this paragraph (d), in its subcontracts at all tiers.

**16. WORKPLACE VIOLENCE/ZERO TOLERANCE**

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

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

- (a) Contractors who perform "safety sensitive" functions (as defined in the Combined Glossary attached hereto) shall be subject to compliance with a drug and alcohol testing program according to Federal guidelines published in FTA regulations. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce any documentation necessary to establish its compliance with these regulations, and permit any authorized representative of the U.S. Department of Transportation or its operating administrations, applicable state oversight agency, or the Authority to inspect the facilities and records associated with the implementation of the drug and alcohol



testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor further agrees as follows:

- (b) To certify its compliance with 49 C.F.R. Parts 40 and 655 and to submit a Management Information System (MIS) report, as required by Federal regulations, to WMATA's Medical Compliance Monitor (MCM) and the Contracting Officer before February 15th of each year. To certify compliance, the Contractor shall use the "Alcohol and Controlled Substances Testing" certification contained in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," that is published annually in the Federal Register.
- (c) To submit to the MCM and the Contracting Officer before February 15th of each year, a copy of the policy statement developed to implement its drug and alcohol testing program.
- (d) To provide to the MCM and the Contracting Officer before February 15<sup>th</sup> of each year the following:
  - (1) Employee and supervisor training documentation;
  - (2) The name and location of the collection site(s), laboratory(ies), Medical Review Officer(s), Breath Alcohol Technician(s), Collector(s), and Substance Abuse Professional(s); and a description of their random selection drug and alcohol testing process.
- (e) The Contractor further agrees to submit quarterly management reports summarizing test results to the MCM and the Contracting Officer by the 15th of the month following the end of each quarter.

**18. EMPLOYMENT RESTRICTION WARRANTY**

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

as liquidated damages to the Authority, such withholding to be in addition to any other withholding or retainage under this Contract. Any dispute shall be settled in accordance with the "Disputes" clause of this Contract.

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

**19. GRATUITIES**

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

**20. OFFICIALS NOT TO BENEFIT**

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

**21. ORGANIZATIONAL CONFLICTS OF INTEREST**

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

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

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

**22. CONTRACTOR PERSONNEL**

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

**23. FALSE STATEMENTS, CLAIMS OR SUBMISSIONS**

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

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

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

**CHAPTER X – MISCELLANEOUS ADDITIONAL PROVISIONS**

**1. FEDERAL, STATE, AND LOCAL TAXES**

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

**2. PUBLIC COMMUNICATION**

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

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

**3. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE**

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

**4. SEVERABILITY**

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

**5. SURVIVAL**

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

## **CHAPTER XI – ADDITIONAL PROVISIONS**

### **1. AMERICANS WITH DISABILITIES ACT ACCESSIBILITY –**

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

### **2. RETAINAGE**

- (a) *Alternate Security in lieu of Retainage.*  
Not Applicable
- (b) *Final Payment Only Retainage.*  
Not Applicable
- (c) *No Retainage.* No provision of this Contract shall serve to deny Contractor's entitlement to full payment for properly performed work or suitably stored materials. No amounts shall be withheld from any payment request submitted by Contractor based on percentage of the work performed during the period of performance and no amounts shall be assigned to the line items, other than as assigned by Contractor in its payment requests.

### **3. GOVERNMENT-WIDE DEBARMENT OR SUSPENSION-**

- (a) The Contractor is bound by its certification contained in its offer to the Authority that neither the Contractor its principals, or affiliates, are excluded or disqualified, from Federal contracting. The certification is a material representation of fact, relied upon by the Authority in entering into this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R, part 180, subpart C as adopted and supplemented by U.S. DOT regulations at 2 C.F.R, part 1200 “Nonprocurement Suspension and Debarment,” including any amendments thereto, Executive Orders



Nos. 12549 and 12689 "Debarment and Suspension" 31 U.S.C. § 6101 note, and other applicable Federal laws, regulations or guidance regarding participation with debarred or suspended contractors throughout the term of this Contract.

- (b) Flow-down requirement. The Contractor agrees to include this article in all subcontracts at all tiers under this Contract requiring lower tier contractors to comply with Federal suspension and debarment requirements, and review the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) in order to comply with U.S. DOT regulations at 2 C.F.R, Part 1200 prior to awarding any subcontract under this Contract.

#### **4. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD**

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. § 3801 *et seq.* and U. S. DOT Regulations, "Program Fraud Civil Remedies," 49 C.F. R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or FTA assisted project for which this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent that it deems appropriate.
- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U. S. C. 5307, the Government reserves the right to impose the penalties of 18 U. S. C. 1001 and 49 U. S. C 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (c) Flow-down requirement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **5. PROGRESS PAYMENTS**

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

safeguards, and other factors. Upon completion of all Contract requirements, retained amounts shall be paid promptly.

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

The Contractor agrees to comply with applicable bonding requirements as follows:

- (a) *Proposal Security.* A proposal bond must be issued by a fully qualified surety company acceptable to WMATA and listed as a company currently authorized under 31 C.F.R. Part 223 as possessing a Certificate of Authority as described thereunder.
- (b) *Rights Reserved.* In submitting its offer, it is understood and agreed by offeror that the right is reserved by WMATA to reject any and all offers, or part of any offer. It is also understood and agreed that if the offeror refuses or is unable to enter into this Contract, or refuses or is unable to furnish adequate and acceptable performance bonds and labor and material payments bonds, or refuses or is unable to furnish adequate and acceptable insurance, it shall forfeit its security to the extent of WMATA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent that the defaulting offeror's proposal bond, certified check, cashier's check, treasurer's check, and/or official bank check (excluding any income generated thereby that was retained by WMATA) shall prove inadequate to fully compensate WMATA for the damages occasioned by default, then the offeror agrees to indemnify WMATA and pay over to WMATA the difference between the proposal security and WMATA's total damages, so as to make WMATA whole.

- (c) Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

- (1) Performance bonds. The penal amount of performance bonds shall be one hundred percent (100%) of the original Contract price, unless WMATA determines that a lesser amount would be adequate for its protection.
  - (2) WMATA may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract price. WMATA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (d) Payment bonds. The penal amount of the payment bonds shall equal:
  - (1) Fifty percent (50%) of the Contract price, if it is not more than \$1,000,000.
  - (2) Forty percent (40%) of the Contract price, if it is more than \$1,000,000, but not more than \$5,000,000; or
  - (3) Two and one half million (\$2,500,000), if the Contract price is more than \$5,000,000.

- (2) If the original Contract price is \$5,000,000 or less, WMATA may require additional protection, if the Contract price is increased.

**7. BONDING REQUIREMENTS- GENERAL**

- (a) Performance and Payment Bonding Requirements (Non-Construction). The Contractor may, as a condition to the issuance of a Notice to Proceed, be required to obtain performance and payment bonds on forms acceptable to the Authority when necessary to protect the WMATA's interests. The following situations may warrant a performance bond:

- (1) WMATA's property or funds will be provided to the Contractor for use in performing the Contract or as partial compensation (as in retention of salvaged material).
- (2) If Contractor sells assets to or merges with another concern, and WMATA, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

Substantial progress payments will be made before the delivery of end items begins.

- (3) This Contract is for dismantling, demolition, or removal of improvements.
- (b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds, as follows:

- (1) The penal amount of performance bonds shall be one hundred percent (100%) of the original Contract price, unless WMATA determines that a lesser amount would be adequate for its protection.
- (2) WMATA may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract price. WMATA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

- (c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in WMATA's interests. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

- (1) Fifty percent (50%) of the Contract price, if it is not more than \$1,000,000;
- (2) Forty percent (40%) of the Contract price, if it is more than \$1,000,000, but not more than \$5,000,000; or
- (3) Two and one half million (\$2,500,000), if the Contract price is increased.

- (d) *Advance Payment Bonding Requirements.* The Contractor may be required to obtain an advance payment bond, if the Contract contains an advance payment provision

and a performance bond is not furnished. WMATA shall determine the amount of the advance payment bond necessary to protect it.

- (a) *Patent Infringement Bonding Requirements (Patent Indemnity).* The Contractor may be required to obtain a patent indemnity bond, if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. WMATA shall determine the amount of the patent indemnity required to protect it.
  
- (f) *Warranty of the Work and Maintenance Bonds.* The Contractor warrants to WMATA, the architect and/or engineer that all materials and equipment furnished under this Contract will be of highest quality and new, unless WMATA specifies otherwise, free from faults and defects and in conformance with the Contract. All work not conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
  
- (1) The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be safe, substantial and durable in all respects. The Contractor hereby guarantees that the work will not contain defective materials or faulty workmanship for a minimum period of one (1) year after final payment by WMATA. The Contractor shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to WMATA. As additional security for these guarantees, the Contractor shall, prior to the release of final payment, furnish separate maintenance (or guarantee) bonds in a form acceptable to WMATA written by the same corporate surety that provides the performance bond and labor and material payment bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after final payment and shall be written in an amount equal to one hundred percent (100%) of the Contract amount, as adjusted.

## **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. PRE-EMPLOYMENT CRIMINAL BACKGROUND CHECK REQUIREMENT**

Pursuant to Metro Policy Instruction 6.10/5, WMATA requires that all Contractor employees and candidates for employment undergo and pass criminal background screenings before being eligible to work on WMATA's property and facilities. Contractor employees and candidates who pass the background screenings are eligible to enter WMATA's property once WMATA issues them a Contractor's badge. Contractor employees and candidates who do not authorize background screenings or whose background screenings are unsatisfactory will not be granted Contractor badges or access to WMATA's property. Contractors' badges are valid for one (1) year from the date of issuance.

**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 (“MWCOG”) 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 MWCOG 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/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

## **PART III TECHNICAL SPECIFICATIONS**



# WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

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## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

### Article 1 - Summary of Work

#### 1.1 General Work Statement

- A The Contractor, shall be fully responsible for management, operation, maintenance, and alteration of facilities as identified and described within the solicitation. The specifications listed herein are a statement of the minimum level of work and services to be provided.
- B. The Contractor shall provide all labor, supervision, technical support, administration, oversight and quality control in a professional and timely manner to accomplish the following basic activities:
  - (1) General custodial cleaning and janitorial services;
  - (2) Trash removal and disposal;
  - (3) Recycling processing and removal;
  - (4) Window washing;
  - (5) Elevator and Escalator maintenance;
  - (6) Mechanical equipment and system maintenance;
  - (7) Fire and Life Safety equipment and system maintenance;
  - (8) Building Automation and Energy Management equipment and system maintenance;
  - (9) Site policing and landscape maintenance
  - (10) Pest control
  - (11) Indoor air quality testing
  - (12) Legionella Pneumophila testing and treatment
- C. The Contractor shall also provide all labor, materials, supervision, and quality control in a professional and timely manner to develop and deliver repairs and alterations of a nature outside basic services. This work will be included under a cost reimbursable format defined herein.
- D. This is a Fixed-Price Contract with cost reimbursement items as specified herein.
- E. There are a number of deliverables to be submitted by the Contractor for the requirements above as specified in the Exhibits.
- F. The Washington Metropolitan Area Transit Authority (WMATA) will be responsible for payment of all normal utility bills related to its operations

#### 1.2 Good Occupant Relations

- A Contractor is responsible for ensuring that good occupant relations are maintained by Contractor personnel and subcontractor personnel through planned procedures for monitoring and following up on complaints to resolution. Contractor will provide evaluation forms for all services provided under this contract. Building occupants will evaluate contract performance, during the contract period. Distribution of the evaluation forms to building occupants will be at the COTR's discretion.

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### Article 2 - Occupant Work Schedule and Holidays

#### 2.1 Occupant Work Schedule.

- A Refer to the appendices for each specific site location listing the hours of operation at each facility.
- B. The Contractor will be responsible for all necessary operation and maintenance of mechanical, electrical and other systems and equipment for all facilities included herein at times other than the normal occupant work schedule and/or operating hours to prevent damage to the building and the building equipment and systems due to extreme outdoor temperatures.

#### 2.2 WMATA Recognized Holidays

- A WMATA recognizes eleven holidays. When a holiday falls on a weekend, the day designated by WMATA will be recognized as the holiday.
- B. WMATA recognized holidays include:
  - (1) New Year's Day
  - (2) Martin Luther King's Day
  - (3) Presidents' Day
  - (4) Memorial Day
  - (5) July 4th
  - (6) Labor Day
  - (7) Columbus Day
  - (8) Veterans Day
  - (9) Thanksgiving Day
  - (10) Christmas Day
  - (11) Inaguration Day

### Article 3 - Continuity of Operations

#### 3.1 All Services Vital

- A The Contractor fully recognizes that the services covered by the contract are vital to WMATA's mission; that continuity of the services must be maintained at the utmost proficiency without interruption; and the Contractor will maintain continuity of all services.
- B. The Contractor shall maintain, without interruption, the basic services defined in this contract. The Contractor must prepare contingency plans in the event of a strike by his/her employees.

#### 3.2 Strike Contingency Plan (SCP)

- A The Contractor shall prepare a Strike Contingency Plan (SCP) to be used in the event of strikes by his employees and subcontractors. A proposed draft plan detailing how the continuity of all services will be maintained is to be submitted with offerer's proposal and will be part of the technical evaluation upon (10) days of award.

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- B. The Contractor shall submit the finalized SCP to the COTR for approval ten (10) days prior to contract start date. At a minimum, the SCP shall include the following:
- (1) The names, addresses, telephone numbers, and contact persons of proposed firms the Contractor intends to utilize to provide the services defined in this specification during strikes by his employees;
  - (2) Assurance that all temporary or replacement employees (including subcontractor employees) will be available, meet the experience, and mechanical license requirements defined herein.

### 3.3 Contractor Emergency Plans (CEP)

- A. The Contractor shall prepare a Contractor Emergency Plan (CEP) for each location/site/facility which shall define the Contractor's procedures and actions he will take to provide the services defined in this specification during all emergency situations. Contractor personnel, including the Property manager, shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan.
- B. Contractor participation in all emergencies shall be mandatory during building related emergencies or natural disasters, regardless of the times of occurrence.
- C. The Contractor will be required to fully staff and operate the facility during all emergency situations including, but not limited to, fires, accidents, rescue operations, emergency alarms, bomb threats or incendiary devices, strikes, civil disturbances, natural disasters, terrorist activities and utility service outages.
- D. A proposed draft plan of the CEP is to be submitted with offerer's proposal and will be part of the technical evaluation upon 10 days of award. The Contractor shall submit the finalized CEP to the COTR for approval ten (10) days prior to contract start date.
- E. At a minimum, the CEP shall include the following:
- (1) The Contractor's procedures and actions he will use to provide support to the COTR during emergencies;
  - (2) The name, address, telephone number and current position of each employee that will participate in the CEP;
  - (3) The specific functions that each employee will perform during emergency situations.
  - (4) If temporary or subcontractor employees are to be used, the same information is required as in the SCP above.
  - (5) Availability/Response Time.

### 3.4 Extended Coverage During Absences (ECDA)

- A. The Contractor shall provide an Extended Coverage during Absences (ECDA) plan which shall define the procedures and actions the Contractor will take to cover scheduled and unscheduled absences in staffing during illnesses, family emergencies, vacations and other reasons resulting in staffing shortages.

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- B. A proposed draft of the ECDA shall be submitted with offerer's proposal and will be part of the technical evaluation upon ten (10) days of award. The Contractor shall submit the finalized ECDA Plan to the CO for approval ten (10) days prior to the contract start date.

### Article 4 - Safety, Accidents, and Fire Protection.

#### 4.1 Safety Requirements

- A. The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable occupational safety and health statutes and regulations in the jurisdiction having authority, or political subdivision in which the work is being performed, and the Department of Labor OSHA standards.
- B. The Contractor shall comply with the following documents: the National Institute for Occupational Safety and Health (NIOSH) guidelines; the American Conference of Governmental Industrial Hygienists (ACGIH) guidelines; the American National Standards Institute (ANSI) guidelines; and the U.S. Army Corps of Engineers Safety and Health Requirements Manual.
- C. Occupational Safety and Health Act (OSHA): The Contractor will ensure that the operation and maintenance of the facilities and all repairs, alterations, and all other activities will be conducted within guidelines set forth by OSHA. The Contractor shall record, maintain, post (as required) and submit all required documentation for their provided work.
- D. The Contractor shall also be responsible for compliance with applicable National Fire Protection Association (NFPA) Standards 13, 14, 24, and 130.
- E. The Contractor shall ensure that all methods of performing the work do not involve danger to the personnel employed thereon, the public, or private property, whether or not these methods are cited or indicated in the Contract documents. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the COTR.

#### 4.2 Safety Officer

- A. The Contractor shall employ and assign to the facility a Safety Officer who shall be required to be available during normal business hours and also for emergencies.
- B. The Safety Officer shall have the duty of supervising the safety of Contractor's personnel on all shifts at all facilities included herein, the equipment and property affected by the Contract work.
- C. The Safety Officer shall have a thorough knowledge of all OSHA regulations, shall have the ability to develop and conduct tool box sessions, shall be familiar with industrial hygiene equipment and testing as required for the protection of all personnel and the public, and must have current First Aid and CPR certificates and be responsible for First Aid and CPR at the sites.
- D. The Safety Officer must be trained in Blood Borne Pathogens in accordance with 29 CFR 1910.1030.

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- E. The Safety Officer must be acceptable to the COTR and his/her performance will be reviewed and documented on a continuing basis.
- F. A draft of the Safety Officer's resume and credentials and shall be submitted with the offerer's proposal. The Safety Officer's resume will be part of the technical evaluation.

### 4.3 Safety Data Sheets (SOS)

- A. The Contractor shall submit safety data sheets (SDSs) for chemicals to be used on Authority property along with a brief description of how and where they will be used, and if wastes will be generated. The SDSs will be reviewed by WMATA's Office of Safety (SAFE) and if approved, the materials can be used in the facilities. If the chemicals are rejected, the Contractor must identify a substitute that will meet SAFE's criteria for approval.
- B. The SDSs must be recent - less than 3 years old - and comply with the OSHA Hazard Communication Standard 29 CFR 1910.1200. The Contractor is responsible for complying with the requirements of the SDSs and employees Right to Know Act procedure.
- C. Safety Data Sheet (SOS) for all products shall be provided to the COTR for WMATA Office of Safety approval thirty (30) days prior to use.

### 4.4 Facility Safety

- A. For all operations requiring the placing and movement of equipment, Contractor shall observe and exercise, and ensure employees observe and exercise, all necessary caution and discretion to avoid injury to persons, damage to property, and annoyance or undue interference with the movement of the public and WMATA personnel.
- B. During vacuuming and other equipment operation, power cords shall be kept along one (1) side of a wall and shall not run across doorways without adequate barriers. The entire length of cords shall always be within the view of the user, tangle free and not pulled tight to a raised position off the floor.
- C. Contractor shall use bright colored cords that are visible and exercise caution when in the path of others to avoid injury to persons, damage to property, and annoyance or undue interference with the movement of the public, and WMATA personnel. Contractor shall be considerate of persons with disabilities.
- D. All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required service operations will be of solid construction, firm and stable, and will be maintained in good condition. All such equipment will be moved onto the areas where they are required, placed, shifted where necessary, with sufficient barricades while in use, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and WMATA personnel. A 3 foot pathway shall be maintained at all times in corridors. When this is not possible, sufficient signs and barriers shall be used identifying an alternate route. Wet Floor

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signs, Out of Service signs, etc. shall be conspicuously displayed during maintenance repairs and emergencies (e.g. floods.) Extension cords, hoses, equipment, tools etc. shall not pose tripping hazards and cords shall be run along one (1) wall with appropriate barriers in position.

- E. Contractor, through the CO or his/her designee, will coordinate with the WMATA Office of Safety (SAFE) on all matters relating to building alterations and personnel safety.
- F. If security alarm systems, building fire alarm detection systems, or fire alarm sprinkler systems are temporarily removed or discontinued during work stages, they must be reconnected or placed back in service at the end of each workday unless otherwise authorized by the Contracting Officer or his/her designee. Advance notification to the COTR shall be the responsibility of the Contractor.
- G. The Contractor shall support engineering in development and installation of updated floor plans and area maps of the facilities which depict emergency evacuation routes, the location and type of each fire alarm, location of utility cutoff valves or switches, utility system controls and special instructions pertaining to security controls. Contractor will ensure that appropriate emergency evacuation routes are posted on every floor including garage area. These shall be monitored during contractor's QA inspections

### Article 5 - Services, Supplies, Materials, and Equipment Furnished by the Contractor.

#### 5.1 General Requirements

- A Except for those items or services specifically stated herein to be WMATA furnished, the Contractor shall furnish everything required to perform work under this contract.
  - (1) The Contractor shall reimburse WMATA, on a monthly basis, for all personal and non-project related local/toll calls made from WMATA furnished telephone equipment, including facsimile machines and modem connections. WMATA will be responsible for all maintenance and service calls on the WMATA furnished telephone equipment.
  - (2) At the expiration or termination of this contract, all equipment furnished and installed by the Contractor, to the building equipment and systems, shall remain and become the property of WMATA

#### 5.2 Subcontractors

- A Contractor shall provide the names and addresses of subcontractors, the portions of the work he/she is to perform and furnish any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.
- B. A draft of the names, addresses and other information above of proposed subcontractors shall be submitted with offerer's proposal and will be part of the technical evaluation. The finalized subcontractors listing shall be submitted to the CO Ten (10) days prior to

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contract start date for approval.



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- C. Contractor is responsible for on-site supervision and escorting of all of contracted personnel, subcontractors, the quality and timeliness of subcontractor work, and resolving all subcontractor discrepancies.
- D. The Contractor is also responsible for ensuring all subcontractors are in compliance with all other applicable requirements of this Contract.

### 5.3 Procurement Procedures

- A The Contractor is responsible for providing a purchasing function, at no additional cost to the Authority, in support of this contract for reimbursable cost items; including the development of any necessary technical specifications to obtain competitive quotations. This function is to be carried out in accordance with the following:
  - (1) All procurement for goods or services resulting in expenditures under the micro-purchase threshold (currently \$3,500), shall be done by Contractor's purchase order. All purchases and contracts, whether by formal advertising or by negotiation, and without regard to dollar amount, will be made on a competitive basis to the maximum practicable extent. The procurement of goods or services that exceed \$3,500 can be made by Contractor's purchase order or by WMATA purchase order; to be decided by the COTR.
  - (2) Procurement for goods or services with a total aggregate price that is greater than \$3,500, but less than the simplified acquisition threshold (currently \$150,000) can be made after obtaining WMATA authorization and a minimum of three (3) written quotations. The procurement can be made by Contractor's purchase order or by WMATA purchase order; to be decided by the COTR. If purchased through a Contractor's purchase order, the purchase must be approved at the AGM or equivalent level and by the respective Procurement supervisor. The Contractor's file must contain a record of all written quotations and the award decision.

### 5.4 Contractor Phase-In/Phase-Out

- A To ensure an orderly and smooth transition without disruption in service of the operational, maintenance, and repair responsibilities for the equipment and systems at both the beginning and end of this contract, a phase-in/phase-out period will be required and limited by WMATA.
- B. A draft of proposed phase-in/phase-out plan is to be submitted with offerer's proposal and will be part of the technical evaluation. The Contractor shall develop a finalized phase-in/phase out plan for submittal to the CO for approval fifteen (15) days after contract award.
- C. Contractor Phase-In/Phase-Out services shall be at no additional cost to WMATA
- D. Phase-In
  - (1) Start of Contract: Thirty (30) days prior to the start of the contract, the Contractor

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

will be allowed to bring their employees on-site to become familiar with the operation, maintenance and repair of the equipment and systems covered by this contract. The purpose of this phase-in period is to allow the Contractor an opportunity to make necessary preparations to ensure uninterrupted performance at the start of this contract.

### E. Phase-Out

- (1) Expiration of Contract: At a minimum of ninety (90) days prior to expiration of this contract, after WMATA's selection of a successor Contractor, the incumbent Contractor (and such successor Contractor) shall jointly plan for phase-in and phase-out operations. The incumbent Contractor agrees to provide phase-in/phase-out services for a period not to exceed sixty (60) days. The phase-in/phase-out period may commence within sixty (60) days prior to the expiration of this contract term or any extension thereof.
- F. Continuity and performance of all services required under this contract will be maintained during this period by the incumbent contractor.
- G. If the successor and incumbent Contractors cannot agree to phase-in/phase-out, WMATA has the right to bring in its own employees or other parties to accomplish this phase-in/phase-out and bill the cost incurred to both Contractors equally.

## 5.5 Quality Control Plan (QCP)

- A. The Contractor shall provide a Quality Control Plan (QCP) to ensure services as described herein are delivered in a professional manner and of the highest quality.
- B. A draft of proposed QCP is to be submitted with offerer's proposal and will be part of the technical evaluation.
- C. Upon approval, the Contractor shall submit the finalized QCP, incorporating the COTR for comments/recommendations, within Ten (10) days after notice of award. Updated copies of approved plans shall be provided to CO/COTR as changes occur.
- D. The contents of the QCP shall include, but may not be limited to, the following:
- (1) An inspection system and schedule that encompasses all requirements listed in the Summary of Work. It must specify the areas to be inspected, when inspections will be made, and the titles of the individuals who will perform the inspections.
  - (2) Methods the Contractor will use for identifying and preventing defects in the quality of services performed before the level of performance becomes unacceptable.
- E. The Contractor shall keep on-site records of all inspections conducted and corrective actions taken. This documentation will be submitted to the COTR on the last workday

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

of each month.

### 5.6 Existing Deficiency Clause

- A. Ten (10) days after the Contractor receives the notice of award, the Contractor shall submit a proposed joint inspection plan detailing the number of personnel, times, locations, and dates the inspections will take place for the purpose of identifying any existing deficiencies with the buildings and building equipment covered by the contract. The COTR shall accept or change the Contractor's inspection dates and notify the Contractor of this decision.
- B. The COTR and the Contractor shall, together, make a complete inspection of all mechanical, electrical, utility systems, fixtures, furnishings and equipment covered by this contract.
- C. Ten (10) days after completing the joint inspection, the Contractor shall submit to the COTR, a report of all existing deficiencies observed during the inspections.
- D. The Contractor shall use a format that, at a minimum, includes: equipment identification including manufacturer, model and serial numbers, equipment location including room number, bay or roof zone, and clear descriptions of the noted deficiencies.
- E. The Contractor shall also include, as part of this listing, any equipment or systems which are now operable, but which the Contractor feels should be considered for repair or upgrade.
- F. An existing deficiency list will be submitted by the Contractor to the COTR for review no later than five (5) days prior to contract start date and one of the following actions will be taken:
  - (1) If the Contractor can correct the deficiency through normal PM procedures, the COTR will direct the Contractor to do so. No additional monies will be due to the Contractor.
  - (2) If PM procedures will not correct the deficiency, the Contractor may be required to submit a cost proposal to make the necessary repairs. In this instance, the following procedures will apply:
    - a. Upon request of the COTR, the Contractor will submit a price breakdown for the deficiency indicating man-hour/labor cost, materials, supplies, overhead and profit.
    - b. If necessary, negotiations will be initiated between the Contractor and the CO or his/her authorized representative in an attempt to reach a fair and reasonable price for that repair.
    - c. In the event a price cannot be agreed upon between parties, the CO may establish a price for the repair and direct the Contractor to proceed. The Contractor may subsequently file a claim with the CO for any monies that are in dispute; however, the Contractor will not delay completing the repair while awaiting the processing of any claim

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

- (3) WMATA reserves the right to have any or all the existing deficiencies corrected by other means. WMATA may elect to have all or part of this work performed by the incumbent Contractor, WMATA employees, or by other Contractors. It may also elect not to make repairs on certain deficiencies.
- G. Any and all deficiencies found more than thirty (30) days after seasonal start-up of any piece of equipment during the first year shall not be considered pre-existing deficiencies; therefore, such repair will be the responsibility of the Contractor. The COTR will make the determination as to when the seasonal start-up begins.
- H. Nothing in this Existing Deficiency clause will be construed as diminishing the obligations imposed by this contract upon the Contractor to operate any deficient item to the extent operable, or to maintain any such item.
- I. Equipment and systems installed after execution of the agreement, must be included in the Contractor's PM schedule at no additional cost.

### 5.7 Uniforms

- A. All members of the Contractor work force, including daily on-site subcontractor staff, shall wear clean, neat uniforms.
- B. The Contractors property manager, assistants, and administrative staff will be required to wear business suit, sport coat and tie, or other suitable attire during normal work hours.

## Article 6 - Facilities Furnished by WMATA

### 6.1 Facility Specific Information

- A. Refer to attached appendices indicating facility specific information for each facilitation included within the scope of the work. WMATA reserves the right to add or delete locations as deemed necessary.
- B. WMATA property will be used for official WMATA business only in the performance of this contract.
- C. Property: WMATA has inspected the facilities available to the Contractor for compliance with the OSHA and abated known hazards. Should subsequent OSHA hazards be identified, WMATA will correct same, taking into account safety and health priorities.
- D. Compliance with the OSHA and other applicable laws and regulations for the protection of the Contractor's employees is exclusively the obligation of the Contractor. WMATA will assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements, with the exception of the aforementioned responsibility to make corrections in accordance with approved plans of abatement.

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- E. Prior to any modification of the facilities/equipment performed by the Contractor, all detailed documentation, including estimated cost (if any) describing the modification requested must be provided. No alterations or modifications to the facilities/equipment will be made without specific written permission from the COTR; however, in the case of alterations/modifications necessary for OSHA compliance, such permission shall not be unreasonably withheld.
- F. The Contractor shall return the facilities/equipment to WMATA in the same condition as received, fair wear, tear, and approved modifications excepted. These facilities/equipment will be used in the performance of this contract only

### Article 7 - Scheduling Work

#### 7.1 Interruptions

- A. Performance of all work will be accomplished with a minimum of interference to WMATA and WMATA personnel.
- B. Interruptions to building services and functions will be kept to a minimum. Those which adversely affect the environmental conditions in occupied portions of the building, which may adversely impact revenue operations, will be performed outside occupant work hours and no additional reimbursement will be provided to the Contractor.
- C. All temporary outages of utility services, security, or fire alarm/suppression systems required for the performance of work shall be coordinated with, the COTR no less than seventy-two (72) hours in advance of such outages.
- D. When Preventative Maintenance (PM) requirements necessitate a temporary outage of building services, they shall be accomplished during other than occupant work hours, to the greatest extent possible, with no additional reimbursement to the Contractor.

#### 7.2 Overtime

- A. The Contractor will be reimbursed for overtime, as may be required by WMATA for unscheduled work. The overtime rate that will be charged to WMATA for reimbursement shall not exceed the hourly rate paid to Contractor employee that does the work times a factor of 2. This factor is inclusive of any overhead, profit, administrative costs, etc.
- B. The cost of overtime for work performed by Contractor staff to provide specified operations and maintenance, scheduled preventive maintenance, and staff coverage (e.g. illness, vacation, staff shortage) will be borne by the Contractor.

### Article 8 - Delivery, Storage and Handling of Materials and Equipment

#### 8.1 Deliveries

- A. Deliveries shall be made to designated entrances as identified by the COTR during normal business hours unless otherwise approved in advance by the COTR.
- B. Deliveries that may impact or could involve prolonged use of loading docks or other

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building entrances that could cause interruption in building activities will be coordinated through the COTR prior to any such deliveries.

### 8.2 Storage

- A. Storage of materials and equipment related to the work of the contract shall be in areas as identified and approved by the COTR.
- B. Storage shall be in compliance with all codes and regulations with regard to rooms, space, containers, protections, etc. 8

### 8.3 Handling

- A. Handling of materials and equipment as part of this work shall be in accordance with these specifications, manufacturer's recommendations, industry standard practices, and/or authorities having jurisdiction, whichever is more restrictive.
- B. Furniture and office equipment in the Contractor's immediate work area will be moved and protected by the Contractor and returned to its original location once work is completed. If the Contractor's work will not allow furniture and office equipment to be replaced to its original location, new locations will be designated by the COTR.

## Article 9 - Protection and Damage.

### 9.1 Protection of Property and Damage

- A. The Contractor shall provide for the protection of WMATA personnel, equipment, furnishings, buildings, and facility accessories (such as parking areas, fences, planters, etc.) from damage caused by the Contractor's negligence. Equipment, furnishings, buildings, and facility accessories damaged due to accident or work performed by the Contractor will be repaired or replaced to its original condition and finish as solely determined by the COTR at no additional cost to WMATA.
- 8. The route of moving and delivering materials or equipment within the building(s) shall be approved by the COTR. The Contractor shall repair all damage done by the movement of materials or equipment at no additional cost to WMATA. The finished repair surfaces shall match the original construction and finishes.
- C. Where enclosed chutes or receptacles are available, they will be the permitted means for waste disposal. No materials will be thrown from building windows or doors.
- D. Any work which will alter the original appearance of the building included in this specification, or which would impact the historical design of the building in any manner, must be approved in advance by WMATA
- E. The use of impact or power-actuated tools will not be permitted without the advance approval of the COTR. Permission shall specify the times and locations impact and power-actuated tools may be used.
- F. Burning or welding equipment may be used only with approval of the COTR. Approval

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must be obtained from the COTR, in advance, for each day welding or burning is performed.

### Article 10 - Inventory Control:

#### 10.1 Stock Inventory

- A. All stocks identified as provided by WMATA under this contract will be inventoried and reorder points and usage data maintained by the Contractor.
- B. Contractor will be responsible to the Authority for the misuse or pilferage of any item held in stock by the Contractor for WMATA. Contractor is responsible for establishing an adequate inventory control procedure and for securing all required supplies and stocks.
- C. A proposed draft plan of the Inventory Control Plan is to be submitted with offeror's proposal and will be part of the technical evaluation.
- D. Upon approval, finalized inventory of WMATA stock on-hand for Contractor use and stock control plan due to the COTR five (5) days after contract start date.

#### 10.2 Hand Tools

- A. The cost of replenishing hand tools for on-site staff shall be borne by the Contractor. Initial inventory shall be provided by the Authority. Ending inventory shall remain the property of the Authority.

### Article 11 - Contract Administration

#### 11.1 Contracting File Requirements

- A. Contractor shall maintain an electronic filing system for all cost reimbursable items, for all facilities in a manner such that WMATA COTR can readily access information related to the contract.
- B. Filing system shall include, but may not be limited to:
  - (1) Material records
    - a. Facilities requests (FRs)
    - b. Written estimates
    - c. Bid specifications
    - d. Contracts/subcontracts
    - e. Bid price quotations
    - f. Contract subcontractor award documents
    - g. WMATA supplied equipment and hand tools inventory
    - h. WMATA supplied materials and supplies Uob site stock)
  - (2) Maintenance records
    - a. Service calls
    - b. Insurance information
    - c. Incident/accident report
    - d. Equipment/Machine technical maintenance data
  - (3) Personnel records

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- a. Contractor employees files
  - b. Subcontractor files
  - c. Reports
- C. Monthly Reports – Contractor shall provide to the COTR no later than the tenth business day of the month, the following reports:
  - (1) Report of Leave Balances - identifying the leave balance (annual, sick and personal days) of each Contractor employee on the last day of the preceding month.
  - (2) Report of Scheduled Leave - identifying scheduled leave (annual, sick, personal, comp, LWOP, etc.) for each Contractor employee for the ensuing month and Contractor's plan for covering these vacancies.
  - (3) Report of Monthly Activities – outlining all activities/accomplishments, significant events, trend analysis, workload, pest control treatments, venetian blind cleaning, etc. for the preceding month (30 days).
  - (4) Preventive Maintenance (PM) Schedule - outlining all scheduled PMs, completed PMs, missed PMs, completed Facilities Request (FR's) uncompleted FR's for the preceding month (30 days) with justification & corrective plan to meet schedule.
  - (5) Quality Assurance Inspections - of building quality assurance inspections by Contractor and on-site subcontractors outlining all discrepancies identified for the preceding month (30 days) & corrective plan to meet schedule.
  - (6) Elevator and Escalators - all repair and preventive maintenance activities on elevators. The summary will be arranged in a chronological columnar format and shall include the following information: date out of service, time out of service, unit identification number, explanation (description of work performed), parts used (including parts installed) and the date and time the unit was restored to service.

### Article 12 - Application for Payment.

#### 12.1 Compensation

- A. Contractor shall submit, not less than once nor more than twice a month, a reimbursable payment invoice for costs incurred in furnishing the materials/services plus the proportional part of the price items. If two payment invoices have been selected to be submitted for each month, only the second payment invoice of the month shall reflect costs for materials/services related to reimbursable projects as identified herein.
- B. The Contractor shall provide with the payment invoice for reimbursable materials and services to WMATA all reports listed below. In addition, the Contractor shall provide any other reports required by WMATA during the term of the contract.
  - (1) Personnel compensation, benefits and man-hours;
  - (2) Supplies and materials (copy of supplier invoice, corresponding Facilities Request form and appropriate receiving report for each reimbursable item);
  - (3) Subcontractor costs (copy of purchase order, subcontractor invoice, and corresponding Facilities Request form for each reimbursable service).
- C. Failure to provide documentation to support invoices for services rendered could result in payment delays.

#### 12.2 WMATA Payment



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- A. Payment will be made on a calendar month basis in arrears upon submission of payment invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the contract begins or ends during the month, payments will be prorated based on number of days in affected month. It is the objective of WMATA to obtain complete and satisfactory performance in accordance with the terms of the specifications and quality requirements of this contract.
- B. Estimated Reimbursable Cost Schedule - the cost for material and/or labor beyond the Contractor's responsibility will be reimbursed to the Contractor by WMATA. Approval of the CO or COTR is required prior to expenditure of funds in this category. COTR reserves flexibility in funding between (1, 2, 3 & 4) below.

	Annually
1. Material/supplies	\$xxx,xxx.OO
2. Maintenance Services - Unscheduled	\$xx,xxx.OO
3. Building alterations and improvements	\$xx,xxx.OO
4. Roof Maintenance /Warranty	\$xx,xxx.OO
Total estimated annual reimbursable cost items:	\$xxx,000.OO

### 12.3 Reimbursables.

- A. Procurement Procedures - The Contractor is responsible for providing a purchasing function, at no additional cost to the Authority, in support of this contract for reimbursable cost items; including the development of any necessary drawings and/or technical specifications to obtain competitive quotations. This function is to be carried out in accordance with the following:
- B. Contractor will provide architectural, engineering, and cost estimating services to accomplish building alterations and improvements as requested by the CO or COTR and identified as reimbursable cost items. Costs for this type of work must be negotiated by the CO or his/her designated representative
- C. Contractor shall submit invoice for the cost of reimbursables once a month.
- D. The Contractor shall provide with the payment invoice for reimbursable materials and services to WMATA all reports listed below. In addition, the contractor shall provide any other reports required by WMATA during the term of the contract.
- (1) Personnel compensation, benefits and man-hours
  - (2) Supplies and materials (copy of supplier invoice, corresponding Facilities Request form and appropriate receiving report for each reimbursable item).
  - (3) Subcontractor costs (copy of purchase order, subcontractor invoice, and corresponding Facilities Request form for each reimbursable service).
- E. WMATA will reimburse only for the actual costs (including freight and handling charges when applicable) invoiced by the vendors/subcontractors to the Contractor. Discounts received by the Contractor (i.e. for volume purchasing due to combined Contractor

projects) will be passed through to WMATA.

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- F. The Contractor will be responsible for the repair or replacement and all associated costs for any deficiencies found during the performance of PM, including labor, equipment, and supplies for all equipment and systems in the buildings (except all LED, fluorescent lamps, incandescent lamps and ballasts will either be furnished by WMATA at no cost to the contractor or purchased by the Contractor as reimbursable items).

### 12.4 Facility Request Form (WMATA Form 1.58)

- A. . A Facilities Request form, included in the Exhibits Number 6, shall be used by the Contractor to control work requests by the building occupants. The building occupants will complete the form to describe the requested work, obtain approval, as necessary from the COTR and submit to the Contractor. In addition, the Contractor shall use the Facility Request form (hereinafter referred to as an "FR") to request approval for procurement of materials, supplies, and service identified as reimbursable items. Most submitted FR's from building occupants will NOT be considered as reimbursable to the Contractor but regular maintenance work.
- B. All FRs submitted by building occupants as work requests will be approved by the COTR prior to commencement of work. The Contractor shall identify to the COTR, at the time of approval, any work requests which he considers to be reimbursable (material and/or labor).
- C. Contractor shall maintain an automated file of all FRs; on a Windows compatible PC with appropriate software furnished by the Contractor. The FR file will include, at a minimum, work status and any purchase order number or contract number associated with each FR. The FR file will be numeric by FR control number and will contain the FR,

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referenced to any associated purchase orders/contracts, materials, labor costs, and any other pertinent documentation. The file shall contain the following as a minimum:

- (1) FR control number
  - (2) Requesting organization
  - (3) Date received
  - (4) Date required
  - (5) Nature of request
  - (6) Asset information (unit, nameplate data, manufacturer, model, etc.)
  - (7) Date completed
  - (8) P.O. number, material requirements, etc., if applicable
  - (9) Cost
- D. The CO or COTR will estimate the completion date of work to be performed on FR's. Contractor will inform the CO or COTR well in advance of completion date if it cannot be met and will request a new date at the discretion of the CO or COTR.
- E. Contractor shall not initiate a procurement for materials, supplies or services until the associated FR's requesting the reimbursement have been approved by the CO or COTR.
- (1) Contractor will be required to provide a written estimate to the CO or COTR for any occupant-submitted FR that will exceed \$1,000 in reimbursable costs. In cases where the reimbursement cost will exceed \$2,500, the Contractor shall comply with the requirements specified under Procurement Procedures. No reimbursable work shall proceed without pre-approval by the COTR or CO.
  - (2) In all cases, the Contractor will not proceed if his estimate is at a 20% or greater variance on FRs under \$2,500 and 10% or greater on FRs exceeding \$2,500, without CO or COTR approval.

### 12.5 Non-Reimbursable.

- A. The Contractor shall be fully responsible for management, operation, maintenance, and alteration of the property listed herein. Service calls considered by the COTR to be beyond the scope of PM requirements or general building maintenance and upkeep, may be considered for reimbursable costs. All service calls that will result in a reimbursable cost, must be documented on a FR, with estimated costs for material/supplies, and approved by the CO or COTR, prior to proceeding with the repair/work or the ordering of material/supplies or service.
- B. Labor for service calls which can be accomplished by on-site personnel during normal scheduled hours shall not be reimbursed. The COTR reserves the right to make reasonable adjustments to regularly scheduled work and preventive maintenance when the work interrupts building occupants and said adjustments result in no adverse or long term delays to the regularly scheduled work and preventive maintenance.

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### Article 13-General Description of Buildings, Systems, and Equipment to be maintained

#### 13.1 General Description of Buildings

- A. Buildings included within the scope of the contract include:
  - (1) Jackson Graham Building
  - (2) Stonestraw Building
  - (3) Silver Spring Transit Center
- B. Refer to Appendices A through G for more details on each building, listing of Systems and Equipment to be maintained under this contract.

### Article 14 - Management Requirements

#### 14.1 Performance Work Statement

- A. General - The Contractor shall have a verifiable satellite office within the Metro area of the WMATA headquarters.
- B. The Contractor will be fully responsible for management, operation, maintenance, and alteration of the buildings, systems and equipment identified herein in an efficient, economical, and satisfactory manner. These functions are described in the work breakdown sections listed herein.
- C. The Contractor shall provide all the management, administrative, and technical functions, including professional architectural and engineering services as requested necessary for the effective and timely accomplishment of contract requirements.
- D. The Offerer shall submit a draft of the Management and Operational Plan(s) with proposal for performing work outlined in this contract which shall include proposed staffing and work hours. The Management and Operational Plan will be part of the technical evaluation.
- E. WMATA shall approve/disapprove the Contractor's plans and procedures for accomplishing this contract ten (10) days prior to contract start date. WMATA will inspect and audit the Contractor's activities to ensure compliance with approved plans. The Contractor shall provide the necessary staff and training required to perform management and operational functions, including budgeting, planning, scheduling, and allocation of resources.
- F. The Contractor shall develop and implement a system to receive, record, respond to, and track all service calls, trouble calls, or other operational problems in compatible electronic format. The Contractor shall provide and maintain all necessary computers, software, peripheral equipment, and printers to implement the tracking system.
- G. The Contractor will be responsible for estimating, planning, scheduling, budgeting, authorizing, controlling, and accumulating all costs and manpower associated with contract activities, including Contractor procurement functions.

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- H. The Contractor will be responsible for providing projected and actual resource data to WMATA, upon request, in support of WMATA's budget process, including a long range forecast of capital and cyclical improvements necessary for facilities maintenance.
- I. The Contractor will be responsible for providing a purchasing function in support of this contract for reimbursable cost items. This function is to be carried out in accordance with procurement procedures specified herein.
- J. The Contractor will be responsible for providing oversight inspection/quality control in support of future work that may be contracted by WMATA, for all facilities listed herein as part of the Property management function (non- reimbursable).
- K. The Contractor shall develop and maintain a level of automated record keeping sufficient to accomplish the above functions and provide comprehensive, timely, and accurate reports to WMATA for review and/or approval, as requested.
- L. It is necessary that various data be reported to WMATA on a monthly basis. The specifics of the data collection and preparation are specified herein.
- M. The Contractor shall also be notified that activities, functions, and reports either directly or indirectly in support of this contract are subject to both scheduled and unscheduled audits by Authority officials or their designated representatives.
- N. The Contractor shall be responsible for maintaining communications with his employees and representatives.

### 14.2 Contractors On-site Representation

- A. The Contractor shall ensure that all work required by this contract is satisfactorily managed and supervised by providing an on-site Property Manager. The Property Manager shall have the full authority of the Contractor with regards to undertaking the work of the Contract.
- B. Any person responsible for directly supervising work being performed as specified by this contract, shall possess experience in directing or supervising operations and maintenance programs in buildings of the approximate size and characteristics of the facilities named and/or described and/or implied herein, to include future advancements and developments and upgrades throughout the life of the contract.
- C. The on-site contract staff must be able to read, write, and speak English fluently, and be technically competent in all areas of responsibility.
- D. The Contractor shall have an Operating Plan that ensures all contract work is satisfactorily supervised. The Operating Plan will be provided with the offeror's proposal and will be part of the technical evaluation.
- E. A supervisor shall be available at all times while contract or sub-contract work is in progress to receive notices, reports, or requests from either the CO or the COTR. Not later than five (5) calendar days prior to the start date of this contract, the Contractor will be responsible for providing the COTR with an Emergency Contact List including work,

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home, cell and pager telephone numbers by which WMATA may directly contact the Contractor, the on-site Facilities Manager, the Assistant Facilities Manager and the Chief Engineer as identified below. The Contractor will be responsible for maintaining and publishing this Emergency Phone list and immediately notifying and providing the COTR with any changes in these persons and numbers.

### 14.3 Key Personnel Requirements:

- A. General - The Contractor shall arrange for complete supervision of the contract work. The Property Manager, as defined herein, or his/her designated supervisors shall be on-site at all times, during the buildings normal operating hours, to receive notices, reports, or requests from the COTR. After normal operating hours (refer to appendices), the Property Manager or his/her designated supervisor shall be available on-site within one (1) hour for all emergencies. The key Personnel listing will be provided with the proposal and will be part of the technical evaluation.
- B. WMATA makes no determination pertaining to staffing levels necessary to fulfill services requested within this contract. Contractor is solely responsible for adequately staffing site(s) and project(s) to satisfactorily complete all requirements as specified within this contract.
- C. Property Managers, Supervisory employees, Quality Control personnel, Operating Engineers, HVAC technicians, Electricians, Operating Engineers and as otherwise requested, shall be submitted with the Offerer's proposal and will be part of the technical evaluation.
- D. WMATA has determined that certain staff positions are critical to daily operations, though may vary with each facility. As such, these positions require the Contractor to maintain sufficient staff levels to respond to service requests related to these functions and facility type. Contractor shall have on-site staff to complete service during normal business hours, as specified here-in, and as may be required 24 hours each day, 365 days a year.
  - (1) Quality Control Personnel
  - (2) On-Site Operating Engineer
  - (3) On-Site Mechanics
  - (4) On-Site Maintenance Workers and/or Helpers
  - (5) Energy Management System Personnel
  - (6) Help Desk Technician
- E. The Contractor shall have in its employment at all times a sufficient number of capable and qualified employees to enable it to properly, adequately, safely, and economically manage, operate, maintain, and account for the facilities.
- F. All administrative matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor, which is in all respects the employer of such employees.
- G. The CO or COTR may require dismissal from work any employee or subcontractor employee who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facilities and their population. Each employee of the Contractor will be a citizen of the United States or an alien who is lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-51.

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- H. Upon award, all Contractor employees and subcontractors will be required to complete the Release of Personal Information Form (Exhibit 7) prior to working on WMATA property.
- I. In connection with the performance of work under this contract, the Contractor agrees not to employ any person who is an employee of WMATA if the employment would create a conflict of interest or any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082) (c) (2) and Executive Order 11755755, December 29, 1973.
- J. Each Contractor employee, including supervisors, shall present a neat appearance and wear appropriate uniforms such as: coveralls, smocks, uniform shirt and trousers, or uniform blouse and skirt or slacks. Clothing shall have the Contractor's name affixed thereon in a permanent or semi-permanent manner, between the waist and neck, such as a badge or monogram, which is easily read. Any color or combination is acceptable. Reference Uniforms above.

### 14.4 Key Personnel Defined

- A. Property Manager: The term "Property Manager" or "On-site Property Manager" means a person, designated in writing by the Contractor, who has complete authority to act for the Contractor in every detail during the term of the contract. The Property Manager shall have the authority to accept notices of problems, inspection reports, and all other correspondence on behalf of the Contractor.
  - (1) The Property Manager will be on-site a minimum of 8 hours per day during WMATA's normal operating (8:30 AM. - 5:00 P.M.) hours.
  - (2) The Property Manager will be responsible for the overall management and coordination of this contract and shall act as a central point of contact with WMATA. In order to be able to react instantaneously to emergency situations, the Contractor shall provide for instant communication between the COTR and the Property Manager during normal operating hours (e.g., telephone, two-way radios, etc.).
  - (3) The Property Manager shall possess at least five (5) years of recent (within the past 6 years) responsible experience in managing the operation, maintenance and repair of a facility equipment and systems of the approximate size and characteristics of the facilities to be operated and maintained under this contract.
  - (4) A copy of their current resume detailing the information specified below. This resume must be submitted to the COTR for approval with offerer's and will be part of the technical evaluation prior to the assignment of the proposed Property Manager to this contract. These qualification standards apply to all Property Managers who will work at this site.
    - a. The full name of the proposed Property Manager.
    - b. Detailed descriptions of the previous five (5) years employment history of the proposed Property Manager at similar facilities.
    - c. The name and address of the of all employers for whom the proposed Property Manager worked during the past five (5) years, along with the name and telephone number of immediate supervisor at each.
- B. Supervisory Employees: A "Supervisor" is a person or persons who is on-site and has been designated in writing by the Contractor with authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
  - (1) All supervisory personnel shall possess at least three (3) years of recent (within the past 5 years) experience in directing personnel responsible for accomplishment of



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- work in their respective program area in facilities of the approximate size and characteristics of the facilities to be operated and maintained under this contract. In addition, "Supervisory" employees shall possess, as a minimum, the qualifications, standards, and license requirements of an "Operating Engineer" as specified herein.
- (2) A detailed resume containing the information specified below and as may be specified within included exhibits/attachments must be submitted to the COTR for approval with offerer's proposal prior to the assignment of the proposed supervisor(s) to this contract and will be part of in the technical evaluation. These qualification standards shall apply to both new and replacement supervisory personnel.
    - a. The full names of the proposed Supervisor(s).
    - b. Detailed description of the previous five (5) years of employment history for each proposed supervisor.
    - c. The name and address of the of all employers for whom each proposed supervisor worked during the past five (5) years, along with the name and telephone number of immediate supervisor at each.
- C. Quality Control Personnel: Quality Control Personnel is the person or persons who are on-site and have been designated in writing by the Contractor with authority to act for the Contractor on all contract matters relating to the Quality Control Plan (Reference above).
- (1) All Quality Control Personnel shall possess, as a minimum, all the qualifications and standards required for "Supervisor" employees and "Operating Engineers."  
(Exception: QC personnel in position of Assistant Property Manager is not required to possess third-class license when not performing as Operating Engineer.)
  - (2) A detailed resume containing the information specified below must be submitted to the CO or COTR with the proposal for approval prior to the assignment of proposed Quality Control personnel to this contract. These qualification standards apply to both new and replacement Quality Control personnel.
    - a. The full name(s) of the proposed Quality Control personnel.
    - b. Detailed description of the previous five (5) years of employment history for each proposed Quality Control employee.
    - c. The name and address of the of all employers for whom the proposed Quality Control personnel worked during the past five (5) years, along with the name and telephone number of immediate supervisor at each.
- D. On-Site Operating Engineer: An "On-site Operating Engineer" or "Operating Engineer" is a person or persons responsible for the operation and maintenance of the mechanical/electrical equipment and systems identified in this contract.
- (1) All Operating Engineers should possess recent experience on the operation and maintenance of equipment similar to the mechanical/electrical equipment installed in the facilities identified in this contract. As a minimum, all Operating Engineers must possess a current third class steam operating engineer's or equivalent license in the jurisdiction having Authority.
  - (2) No Operating Engineer shall be regularly scheduled to work a 16-hour shift for weekend coverage.
  - (3) A detailed resume containing the information specified below must be submitted with the proposal to the COTR for approval prior to assignment of any On-Site Operating Engineering personnel to this contract. These qualification standards apply to both new and replacement Operating Engineer personnel and will be part of in the technical evaluation.
    - a. The full names of the proposed Operating Engineers.
    - b. Detailed description of the previous 5 years of employment history for each proposed Operating Engineer in a similar facility.
    - c. The name and address of the of all employers for whom the proposed Engineers

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worked during the past five (5) years, along with the names and telephone numbers of immediate supervisors at each.

- d. Photo copy of valid license required for each proposed Operating Engineer.
- E. On-Site Mechanics: Licensing requirements of state and/or other authorities as they apply to the private sector shall also apply to all personnel engaged in contract activities with WMATA. All contract personnel employed in those trades, crafts, or professions which require licensing or certifications shall be fully licensed prior to engaging in any contract activities specified herein and maintained current during the term of service to WMATA. The license must be of a grade or other level consistent with the requirement of work being performed and/or established by the state and/or other authority. A copy of each valid license and certification for each employee will be furnished to the COTR at least fifteen (15) days prior to contract start date.
- F. On-Site Maintenance Workers and/or Helpers: The maintenance workers and/or helpers shall have at least two (2) years of recent experience (within the past 5 years) in the field of building operation and maintenance in an occupation such as general mechanic, HVAC equipment installer, air conditioning equipment operator, elevator maintenance helper, painter, etc.
- G. Energy Management System Personnel: The energy management system personnel must have at least two (2) years recent (within the past 5 years) experience operating and maintaining centralized facility control equipment, including heating/cooling and lighting controls and the energy management systems. At least one (1) on-site employee must be trained and experienced in programming and maintaining the existing Energy Management System (refer to appendices for specific site information)
- H. Other Employees: Experience and qualifications to be determined by Contractor for safe and efficient accomplishment of all responsibilities specified under this contract and as otherwise may be specified herein.
- I. The Contractor shall ensure that all electro/mechanical work is performed by employees who are fully trained, licensed, and able, with only limited supervision or assistance, to perform the full range of electro/mechanical operation, and miscellaneous services specified herein.

### Article 15 Critical Building Functions, Building Mechanical Equipment Operation and Maintenance.

#### 15.1 General

- A. The Contractor shall provide all management, supervision, materials, supplies and equipment and shall plan, schedule, coordinate and assure effective completion of all operation, maintenance, and repair services described herein.
- B. These specifications describe the level of services which this contract is intended to include, and are not intended to be construed as limiting requirements and specifications other than as a minimum statement of work and services to be provided.
- C. All mechanical, electrical, plumbing and utility systems will be operated and maintained at an acceptable level, throughout the contract performance period. An "acceptable level" of maintenance is defined as the level of maintenance which will preserve the equipment

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in unimpaired operating condition; i.e., above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment. The Contractor is responsible for performing scheduled PM and unscheduled maintenance and repairs, as specified, on a 24 hour a day, 365 days per year basis, including emergency call-back service.

- D. All workmanship will be of the highest quality and conform to the accepted standards of the trade.

### 15.2 Legionella Pneumophila Testing/Treatment

- A. Contractor shall provide full service Legionella Pneumophila testing and treatment programs to include laboratory testing, chemical equipment, and microbicide treatment for cooling tower/condenser water systems.
- B. Equipment shall include automatic micro biocide chemical feeder pump systems, with twenty-four (24) hour seven-day control timer, RVC chemical tank, top equipment rack and fifty-five (55) gallon storage tank with spill containment system.
- C. Aerobic bacteria testing will be performed on a quarterly basis with the specified air quality testing and every three weeks during the months of June, July, August, September and October (for a total of 6 additional tests, excluding the quarterly tests). Technicians will take water samples from each cooling tower system. Samples will be refrigerated immediately and promptly shipped to a state certified and approved testing laboratory for analysis.
- D. Testing performed by a state certified and approved laboratory shall include aerobic bacteria tests and colony counts.
- E. A written report of the results of each laboratory test will be forwarded to the CO or COTR.
- F. Treatment of any failed system will be undertaken immediately and retesting, using same procedure as stated above, of the failed system will be performed within thirty (30) days of treatment.
- G. A written report of the treatment undertaken and testing of the failed system will be transmitted to the CO or COTR.

### 15.3 Water Treatment

- A. The Contractor shall provide equipment, chemicals, and services including application, required to control corrosion, scale, algae and slime in all heating and air-conditioning equipment and systems throughout the building(s) and facilities. These systems will include steam, condensate, chilled water (unless otherwise specified by the manufacturer) and condenser water for both open and closed systems.
- B. Chemical treatment of any system shall not be started until the program is approved by the CO or COTR.
- C. The Contractor shall submit a report to the CO or COTR on the initial water analysis and the prescribed water treatment program within fifteen (15) calendar days prior to contract

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start date. He shall also submit supplemental reports subsequent to any changes required in the treatment program.

- D. The Contractor, on an annual basis, shall have the water tested and analyzed by or under the supervision of a qualified chemist. A copy of the water analysis report will be submitted to the COTR at least annually or upon request.

### 15.4 Boiler and Unfired Pressure Vessel Inspection (Where Applicable - refer to Appendices)

- A. The Contractor shall have all boilers inspected in accordance with the National Board of Boiler and Pressure Vessels, and ASME Boiler and Pressure Codes. Permit and inspection costs will be the responsibility of the Contractor.
- B. The Contractor shall have all unfired pressure vessels, operating at a pressure in excess of 60 PSI, and having a capacity in excess of 15 gallons, inspected annually. Permit and inspection costs will be the responsibility of the Contractor.
- C. Contractor shall provide records of inspections to CO or COTR.

### 15.5 Air Quality Sampling/Testing.

- A. Contractor shall provide full service air quality sampling and testing program, including test equipment, laboratory testing and reports of findings, capable of determining by type and quantity gases and particulate, such as carbon monoxide, carcinogens and other potentially harmful gases and compounds, present in the building environment or in the environment in specific locations within the buildings.
- B. Testing will be conducted quarterly or more frequently in response to complaints and at no additional cost to the Authority. [A maximum of 5 additional tests per contract year, excluding the quarterly tests, will be the responsibility of the Contractor]. Refer to details in Exhibit 4.
- C. Test results will be certified by a state certified and approved laboratory including particulate count per 100,000 per cubic foot of air.
- D. A written report of each laboratory test will be forwarded to the COTR.

### 15.6 Building Equipment and Systems

- A. The equipment and systems to be operated, maintained, tested and repaired include all mechanical, electrical, plumbing, and utility systems installed at the site and within the facilities, including, but not limited to:
  - (1) Air-conditioning equipment and associated systems.
  - (2) Air-handling/distribution equipment and associated systems.
  - (3) Domestic water equipment and associated systems.
  - (4) Electrical equipment, i.e., lighting, emergency diesel generators, high/low voltage switchgear systems, and associated breakers.
  - (5) Elevator equipment and associated control systems.
  - (6) Fire protection equipment and building systems, including sprinkler systems (dry & wet), fire extinguishers, Halon 1301 systems, FM-200 and purge systems.
  - (7) Heating equipment and associated systems.
  - (8) HVAC and Building Automation system controls and monitoring equipment.

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- (9) Sanitary sewage equipment and associated systems.
  - (10) Storm drainage equipment and associated systems.
  - (11) Underground utility systems.
  - (12) Building security alarm systems.
  - (13) Automated office equipment cables.
  - (14) Electric overhead doors.
  - (15) Board & Meeting Room electro-hydraulic panel control systems.
  - (16) Automatic doors and associated systems.
- B. The Authority provides herein (in Exhibits Number 3) an inventory of the equipment and systems installed in the facilities which must be serviced. This inventory represents the most accurate and current record of equipment and systems but is not absolute. Contractors should verify its accuracy with on-site inspections prior to bid submissions.
- C. The Contractor shall arrange through the CO or COTR to tour the facilities to determine the condition of the equipment and systems as arranged at the pre-proposal meeting.

### 15.7 Operational Requirements

- A. The Contractor will be responsible for developing and executing detailed operation plans and procedures for all building equipment and systems which will provide the highest possible operational efficiency compatible with adequate maintenance and repair requirements, and energy conservation. Any time a building system fails, the Contractor shall immediately notify the COTR if the contractor's personnel cannot immediately correct the problem.
- B. On a daily basis, the Contractor shall report to the COTR the status of any major equipment or systems not operating, or that becomes non-operational during the workday. Any system or equipment, including elevators, not operational by the official work hours (Reference Articles 2.A. & 2.B.) of the occupants will be reported to the COTR by 6:30 a.m. Security, fire alarm system malfunctions, and systems failures affecting the Metrobus/Metrorail operational control centers, MTPD Communications Center, and all computer/communications equipment rooms, must be reported immediately, anytime day or night. In addition, on a daily basis, the Contractor's On-Site Property Manager or Quality Assurance personnel will make a daily walk around inspection of the facilities to insure they are being operated and maintained to the satisfaction of the Authority.
- C. Generally, temperature controls will be set to maintain office space temperature at 70 degrees Fahrenheit during working hours in the heating season. Temperature controls will be set to maintain 75 degrees Fahrenheit during working hours in the cooling season. Space temperatures during non-working hours will be maintained to assure the protection of the building, facilities and systems.
- D. The Contractor shall restrict outside air intake during the heating and cooling seasons to 10% under most conditions. The use of outside air, to the maximum amount possible, should be used during moderate seasons when it would be more economical than using heating or cooling systems based on outside temperature and humidity conditions.
- E. WMATA reserves the right to change the requirements of environmental temperature, outside air intake and other settings as may become necessary to support employee comfort or functions of the Authority.

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- F. The normal operating time for building equipment and systems will be considered as the time necessary to operate the building's heating and air-conditioning equipment to provide the environmental temperatures mandated by WMATA during official working hours excluding specified holidays. This would necessitate starting and shutting down the building heating, ventilating and air-conditioning (HVAC) equipment at an hour, based upon weather conditions, which will provide the proper environmental conditions during those hours. The Contractor shall not operate equipment unnecessarily when the total building or specific areas of the building are not in use.
- G. Ventilation shall be as defined in the Quality Standards for Design and Construction Handbook PBS 3430.1, Appendix 5-R; the Energy and Water Handbook PBS P 5800.35, Chapter 8-?e; and in the American Society of Heating, Refrigerating, and Air Conditioning Engineers Standard 62-1981, Ventilation for Acceptable Indoor Air Quality; and CFR - Title 40, Part 141, and PCB procedures.
- H. All special purpose equipment rooms (e.g., computer rooms) will have the temperature maintained according to the manufacturer's equipment specifications or as specified by WMATA staff through the CO or COTR.
- I. The Contractor shall maintain domestic hot water temperature levels at 105 degrees Fahrenheit at the first faucet off of the hot water source and chilled drinking units at 50 to 55 degrees Fahrenheit at the point of use.
- J. The Contractor shall ensure that all lights in the office areas are turned off each evening and turned back on by designated times directed by the COTR. Due to specific WMATA functions that occur at the various facilities, the designated times will vary. If lights cannot be turned off in a particular office or facility, the contractor shall make a list of room number(s) and shall submit the list with the reason(s) that the lights could not be turned off to the COTR designee at the start of the next day.
- K. The Contractor shall have at least one (1) On-site Operating Engineer (Please see Appendix A- JGB and Appendix B-SSB for additional facility specific information) This Operating Engineer shall perform daily tours, at a minimum, to check condition of all air conditioning equipment, the computer/communications/control rooms' environmental equipment, critical systems, and all major pieces of operating equipment including passenger elevator and escalator status conditions. All Operating Engineers (alternates, replacements, etc.) shall be trained to have a thorough knowledge of the buildings' characteristics and operating systems, so when failures/discrepancies occur, remedial action shall be initiated immediately.
- L. The Contractor shall perform running tests or checks of large or high energy use equipment, such as chillers, pumps, air handling equipment, etc., during normal operating time, provided that it does not involve an interruption in service. When test or checks pose a risk to interrupting services, the Contractor shall perform them outside of normal operating hours at no additional cost to WMATA. These tests will be coordinated with the CO or COTR.
- M. The Contractor shall maintain daily building operating logs. Fifteen (15) days prior to contract start date, the Contractor shall make the operating log available for inspection by the COTR. The Contractor shall retain operating logs for the entire contract period

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and shall turn over these logs to the CO or COTR at the end of the contract period. Copies of all entries in the operating logs (including equipment readings) will be turned over to the CO or COTR monthly with the monthly activity report. The forms or formats the offeror proposes to use for Operating Logs will be submitted to the COTR with offeror's proposal and will be part of the technical evaluation.

- N. The building operating logs for each system/unit shall be posted on each piece of equipment, shall be legible and shall include, at a minimum, the following information:
  - (1) Unit identification number and room location.
  - (2) Printed Full Name of duty engineer (and engineer's initials)
  - (3) Complete date, shift and time of inspection.
  - (4) Gauge readings inclusive of (discharge air temperature /return air temperature, chilled water supply temperature, chilled water return temperature and unit set point where applicable). NOTE- These readings shall be recorded from the physical units and not from remote sources. Portable temperature sensing devices will be utilized when required or when there is a question of unit gauge temperature reading accuracy.
  - (5) The comment section on each log sheet shall be utilized to record any abnormal conditions, noises, odors observed during the tour, adjustments made or required or other corrective actions required or taken.)
- O. Contractor shall develop and implement a relamping program for all overhead light fixtures in all facilities, ensuring continuous adequate workplace illumination. A draft of the relamping program will be submitted to COTR with offeror's proposal and will be part of the technical evaluation. A final relamping program will be submitted to COTR a minimum of 30 days after contract start date.

### 15.8 Preventive Maintenance (PM)

- A. Preventive Maintenance Requirements (PM) are defined as scheduled work on systems, equipment or components required to provide continuing operation, to preclude unnecessary breakdowns and to prolong the life of equipment.
- B. The Contractor shall develop and implement a PM program. All mechanical, electrical, and utility equipment and systems will be maintained at an acceptable level to assure that the facilities are operated in an efficient manner. The program shall include, but may not be limited to: periodic inspection, testing, cleaning, greasing, oiling, coolants and refrigerant adding/replacement, water treatment, changing filters, cleaning, adjusting, replacing belts, replacing parts and making repairs necessary to keep the facilities, equipment, and systems in optimum operating condition. All costs, materials and labor, associated in the performance of the Preventive Maintenance program will be the responsibility of the Contractor.
- C. The Contractor shall develop a PM schedule for the equipment and systems installed in the facilities. The PMs will be accomplished in accordance with the manufacturers' recommended schedule or, in the absence thereof, a schedule which is based on sound business practice designed to maintain the equipment in unimpaired operation throughout its designed life. The offeror shall provide a draft of the schedule(s) to the COTR with offerer's proposal which will be part of the technical evaluation.
- D. All filters for the air-handling units will be changed quarterly unless otherwise required by

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manufacturer's specifications or environmental conditions impact efficiency of filters and require sooner replacement.

- E. The equipment and systems listed in the Exhibits are critical to the operation of the facilities. All equipment shall be maintained in accordance with the manufacturer's recommendations, PM Guides developed by the Contractor that must be submitted to and approved by the COTR, or GSA Guides.
- F. The Contractor's PM program will be automated using suitable Windows compatible computer program. All costs associated with software licensing, necessary software upgrades, and maintenance/repair of equipment will be the responsibility of the Contractor.
  - (1) The automated PM program and software licenses will be turned over to WMATA at the completion of this contract at no additional cost to WMATA.
  - (2) The offeror shall officially submit to the COTR, a PM Program for all equipment and systems with the offeror's proposal and will be part of in the technical evaluation. The offeror shall identify those items on which PM will be performed. For each item identified, the offeror will indicate the frequency the PM will be performed and provide a description of the work to be done.
  - (3) Within ten (10) working days after the COTR has returned the reviewed copy of the Contractor's PM Program, the Contractor shall submit an annual schedule for the accomplishment of all preventive maintenance. The schedule shall specify for each piece of equipment the date for scheduled maintenance, the equipment number, and the location of the equipment.
  - (4) The Contractor will be responsible for verifying the accuracy of the WMATA furnished inventory of equipment in the Exhibits, physical location of all of the equipment, and shall correct the list of any discrepancies found, including quantity and location of equipment. If any corrections in this inventory list cause significant additional work or a reduction in work to the Contractor, the Contractor shall submit a cost proposal to the COTR for such changes. Contractor will not be entitled to reimbursement for changes, determined solely by WMATA, to create insignificant change to work or Contractor's costs. The corrected inventory list will be submitted to the COTR ninety (90) days after contract award date.
  - (5) Equipment for which scheduled maintenance is to be performed less frequently than annually, i.e., every 2 and 3 years, etc., will be scheduled for completion during the initial year of service under this contract at no additional cost to WMATA.
  - (6) Equipment under warranty will be maintained in accordance with warranty instructions and conditions, and will be the responsibility of the Contractor for service calls, repairs, maintenance, and operation.
  - (7) The CO or COTR is to be notified in writing or verbally in advance when maintenance or repair work is to be done which requires opening or dismantling of equipment. Such equipment includes but is not limited to boilers, generators, pumps, refrigeration units, condensers, evaporators, hoist motors, motor generator sets, elevators, high/low voltage switchgear and such equipment as determined as critical by the CO or COTR. WMATA, at its option, will inspect the equipment before, during, and after any work is performed.
  - (8) The Contractor will be responsible for inspection, testing, and maintenance of the building's electrical distribution system, such as, but not limited to substations, power transformers, switchgear, emergency generators, control panels, walker duct system, circuit breakers, etc. This work will be performed by qualified personnel who are fully licensed and knowledgeable in inspecting, testing, and maintaining the building's high and low voltage electrical power distribution systems. As a



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minimum, the testing work will be performed by journeyman technicians who are accredited as Certified Electrical Testing Association (CETA) and have a minimum of two (2) years of field experience. The journeyman technicians may be assisted by qualified helpers in conformity with local trade practices. The Contractor will be responsible for providing the CO or COTR with an official certified report detailing the items inspected, results of tests, PM performed and include a brief description of any defects found. The report shall also include any equipment observed during the inspection that may affect the safety of personnel or continuity of service.

- (9) The Contractor will be responsible for all inspections, maintenance, and testing of the building's electrical distribution systems as required by the Jurisdiction having Authority and local Electrical Utility. In addition, the Contractor shall provide an infrared survey of the high-voltage switchgear at the same time that the required jurisdiction maintenance is performed. The Contractor shall provide the necessary reports and forms to be submitted to the respective jurisdiction and utility.
- (10) The Contractor will be responsible for promptly correcting all defects identified during PM inspections. All equipment must be restored to normal operating condition not later than eight (8) hours after the conclusion of scheduled test or inspection.
- (11) The Contractor will be responsible for maintaining PM records for each piece of equipment or system. The records shall reflect periodic maintenance performed and the scheduled and completion dates. These records will be made available to the CO or COTR upon request. All PM records will be turned over to the Contracting Officer or his/her designee within fifteen (15) days of contract completion date.
- (12) The Contractor will be responsible for the repair or replacement and all associated costs for any deficiencies found during the performance of PM, including labor, equipment, and supplies for all equipment and systems in the buildings (except all LED's, fluorescent lamps, incandescent lamps and ballasts will either be furnished by WMATA at no cost to the contractor or purchased by the Contractor as reimbursable items).
- (13) Monthly PM Progress Reports, indicating the PM work performed on each piece of equipment and deficiencies noted, will be submitted to the COTR within the monthly activity report.

### 15.9 Maintenance Repairs

- A "Maintenance Repairs" are defined as unscheduled work, other than PM, required to prevent a breakdown of a piece of equipment or system, or to return a system, piece of equipment or component to normal service after a breakdown or failure, this includes service calls received from building occupants.
- B. The Contractor shall provide full and complete maintenance service as is required to maintain all systems and equipment in a proper and fully functional working condition.
- C. In the event any component, equipment, or system fails to function properly, the Contractor shall ensure that all service calls are responded to within two (2) hours to any call for service. Calls for service may be made at any hour of day or night and on any day of the week (holidays included). In response to service calls, the Contractor shall ensure that either complete required repairs are made or replacement equipment is temporarily installed to make the system fully operational, no later than eight (8) hours from the time the call for service is made. All temporary replacement equipment need not be identical to the original equipment; however, it shall provide the same functional capabilities as the equipment replaced.

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- D. Any cost for repairs defined as unscheduled work will be immediately reported to the COTR. Work shall not be performed until the Contractor and the CO or COTR have reached an agreement on the price to accomplish the repair and CO or COTR authorization has been granted. This requirement may be waived by the CO or COTR in the case of an emergency. The Contractor shall submit to the CO or COTR a detailed cost breakdown to perform the work. This breakdown shall include the labor hours, by trade or by the various types of work to be performed on the project, and an itemized listing of the cost of supplies and materials. All repairs which can be accomplished with on-site personnel during their scheduled hours of work will not warrant additional cost/charges for labor.
- E. All repairs will be documented on a Facilities Request (FR) form.
- F. WMATA reserves the right to furnish any or all parts and/or materials required for a particular repair to the Contractor as WMATA-furnished property. If the Contractor furnishes the parts and/or materials, the price to be paid will be on the basis of established catalog or list prices, in effect when material is furnished, less all adjustable discounts (actual cost incurred by the Contractor; no mark-up). In all such cases, the procurement procedures identified herein will be applicable.

### 15.10 Service Calls

- A. A service call is defined as a report by building occupants, or other interested parties, of a janitorial, mechanical, electrical, plumbing, elevator, building system, architectural/structural, safety, malfunction and/or related maintenance problem, and the Contractor's subsequent response to, and correction of the problem, including any needed routine maintenance repairs, i.e. lamp replacement not reported directly by occupants.
- B. Service calls shall be classified and accomplished as follows:
  - (1) Emergency Calls - Those service calls when the work consists of correcting failures which constitute an immediate danger to personnel or property, including but not limited to broken water pipes, stalled elevators with trapped passengers, electrical power outages, electrical problems which may cause fire or shock, gas or oil leaks, major a/e or heating problems, etc. Any work considered by the CO or COTR to be of an emergency nature shall also be classified as an emergency call. The Contractor shall respond to emergency service calls within 10 minutes.
  - (2) Urgent Calls - For circumstances which interrupt or otherwise adversely impact building occupant operations, the Contractor shall respond within two (2) hours and remain on the job until the problem has been resolved. Examples of these types of service calls include, but are not limited to, inoperative electrical circuits, temperature complaints, inoperative lighting above a work station, flush valve stuck open, etc.
  - (3) Routine Calls - The Contractor shall respond promptly to and complete the work required within forty-eight (48) hours, on all routine service calls. When a service call cannot be resolved within forty-eight (48) hours due to circumstances beyond the Contractor's control, the COTR shall immediately be notified and given the time and date corrective action will be completed.

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- C. Service Call Log - The Contractor shall maintain an automated service call log in sufficient detail, including conversion to Facilities Request (FR), to enable the CO or his/her designee to determine whether services are completed in accordance with the terms of the contract, and to sort, detail, and report services by type, by area, and by cost. The service call log will be available for inspection by the CO or COTR and should contain the following as a minimum:
- (1) Control number
  - (2) Name of caller
  - (3) Description of problem, facility location including space (e.g., room number, stairwell, roof, etc.)
  - (4) Time and date call was received
  - (5) Description of the action taken to resolve the problem and the time and date the problem was corrected
  - (6) Name(s) and signature of person(s) who performed the work
- D. Service calls considered by the COTR to be beyond the scope of PM requirements or general building maintenance and upkeep, may be considered for reimbursable costs. All service calls that will result in a reimbursable cost, must be documented on a Facilities Request (FR) Form, with estimated costs for material/supplies, and approved by the CO or COTR, prior to proceeding with the repair/fix or the ordering of material/supplies. Labor for service calls which can be accomplished by on-site personnel during normal scheduled hours shall not be reimbursed. The COTR reserves the right to make reasonable adjustments to regularly scheduled work and preventive maintenance when said adjustments result in no adverse or long term delays to the regularly scheduled work and preventive maintenance
- E. Refer to the appendices for additional facility specific information and estimated man hours expended on Service Calls, where available. Any hours indicated are for estimating purposes only and provided as information only and may not be representative of actual requirements of the contract.

## Article 16 Architectural, Mechanical and Structural Maintenance

### 16.1 General Information

- A The Contractor shall provide or obtain all labor, equipment and materials necessary to perform all architectural and structural maintenance and repairs to the interior and exterior of the facilities including, but not limited to, the following:
- (1) Roofing, roof drains, gutters, downspouts, splash blocks, flashing, skylights, chimneys, ventilators;
  - (2) Exterior walls, overhangs, windows, doors, sidewalks, driveways, roads, curbing, parking areas, patios, brick walkways, steps, pedestals and planters, and exterior stairways.
  - (3) Interior walls, floor coverings, concrete floors, hardwood flooring, carpeting, ceramic tile, interior stairways, ceilings and ceiling tile, blinds, shades, drapes, doors, windows, cubicles, etc.
  - (4) Plumbing fixtures, piping systems and equipment including lighting fixtures and replacement lamps
- B. The level of maintenance shall assure that the property is free of missing components or defects which affect the safety, appearance, or intended use of the facilities or would

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prevent any electrical, mechanical, plumbing, or structural system from functioning in

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accordance with the design intent. Corrected or repaired work will be carried to completion, including touch-up painting and/or operational checks.

- C. The quality of the work and the repaired areas will be fully compatible with adjacent surfaces or equipment. All replacements, including brick and mortar, shall match existing in dimensions, materials, quality of work, finish, color, and design.
- D. Debris shall not be allowed to spread into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up, removed at the completion of the job and/or at the end of each day while work is in progress. Upon completion of work, any stains, and other unsightly marks will be removed.
- E. Wherever the term "appearance" is used in this or subsequent clauses, it will be construed to mean an appearance similar to the original finished appearance with only minor, unobjectionable deterioration resulting from normal use at the sole discretion of the COTR or CO.
- F. The Contractor shall perform touch-up painting to the interior and exterior of the facilities as required in the accomplishment of maintenance and repair work. Interior painting must be accomplished after normal business hours of the building.
- G. The Contractor shall maintain in a safe and usable condition all overhead power doors, garage ramp, loading dock and revolving doors, automatic sliding or swinging doors and adjustable loading ramps.
- H. The Contractor shall be responsible for fabricating, installing, and changing office and personnel identification plates and holders, desk name plates, and building directory boards and signage. Office identification plates and holders will be compatible with existing building signage in order to provide a uniform appearance throughout the building.
- I. Materials for architectural and structural maintenance are identified as cost reimbursable items. Other costs, approved by the COTR as reimbursable, are subject to negotiation.
- J. Refer to appendices for facility specific information.

### 16.2 Roof Maintenance

- (1) Monthly: Inspect and clean roof. All debris and trash will be removed from roof surface. Contractor shall also inspect and clean the roof, at the request of the COTR, as predicted weather conditions necessitate (e.g.: high winds, impending heavy storms and snow events) to prevent harm to building occupants, the public and property damage.
- (2) Inspection of any roof should be undertaken by qualified persons who are familiar with safe roofing practice, including all applicable Occupational Health and Safety Regulations relating to roofing and construction. All roof systems under warranty, must be inspected by roofing professionals as approved by the manufacturer of the roofing system.

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- (3) Refer to appendices for facility specific roof system and warranty information.

### Article 17 Elevator and Escalator Maintenance and Inspections

#### 17.1 Immediate Response

- A. The Contractor shall respond immediately to all reports of elevator problems where life or property are endangered, but in no case any later than ten (10) minutes to all reports involving passengers on a stalled elevator, and within two (2) hours to all other problems or malfunctions reported to the Contractor. Corrective action in all cases will be completed in the shortest possible time consistent with the nature of the problem and the best practices of the trade.

#### 17.2 General Maintenance and Inspections

- A. The Contractor will be responsible for maintaining the elevator and escalator equipment in a safe and operative condition in compliance with the requirements of the latest edition of The Building Officials and Code Administrators International, Inc., (BOCA) National Building Code for Elevator, Dumbwaiter and Conveyor equipment, installation and maintenance and all other applicable laws, regulations, rules, ordinances, codes, etc. Contractor will, at no additional cost to WMATA, obtain any and all permits and post as required by the Authority having Jurisdiction (AHJ).
- B. The Contractor shall furnish complete inspection, preventive maintenance, incidental servicing, major repair, emergency service, and all parts necessary to insure that the elevators and escalators operate in first-class condition. The maintenance services shall include all qualified labor, supervision, transportation means, establishment and maintenance of records, parts, tools, equipment and cleaning of elevator car exteriors, hoist ways enclosure interiors and machine spaces, escalator pits, comb plates, steps, drive motors and gear, side panels and lighting as necessary for the complete performance of the work under this contract.
- C. The maintenance service shall be performed in accordance with a program maintenance schedule, which shall allow the Contractor to periodically take a designated unit out of service unless otherwise provided for in this contract. (An elevator maintenance program and escalator maintenance program schedule shall be provided with offeror's proposal.) The frequency of inspections and maintenance activities will be included in this schedule.
- D. The routine tasks to be included in the programmed maintenance will be patterned after accepted commercial practice for elevator and escalator maintenance service contracts. The frequency of inspection and service will be consistent with the requirements of the equipment, the usage factor specified herein, and will be established so that the reliability and proper operating

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characteristics of the equipment is not degraded.

- E. Maintenance records shall include repair work performed, PM activity, spare parts utilized, and any modification to the equipment. Contractor initiated modifications will be permitted only after submittal of engineering documentation substantiating that design and safety is enhanced, that no applicable codes or standards are violated and that WMATA approves the proposed modification.
- F. Refer to the appendices for equipment to be maintained under this contract for each facility
- G. The Contractor shall provide, at no additional cost to WMATA, all labor and incidental materials, (i.e. lamps, lubricants, relays, contactors, circuit boards) necessary to properly maintain and service elevators and escalators. For this note only, incidental materials are identified as any part costing \$1,000.00 or less.

### 17.3 Elevator Maintenance

- A. The Contractor will regularly and systematically examine, clean, lubricate, adjust and perform other preventive maintenance service including furnishing, repairing and installing all replacement parts necessitated by wear and tear to all parts of the equipment including machines, motors, generators, windings, commutators, rotating elements, controllers, coils, relays, resistors, selectors, traveling cables, wire ropes, worm gears, thrust bearings, brake coils and shoes, brushes contacts, pumps, tanks, pistons, valves, packing, cylinder heads and fastenings, hydraulic oil lines, scavenger assemblies, flexible couplings, belts, chain drives, cams and hoist way door hangers, tracks and guides, door operating devices, interlocks and assemblies, push buttons, electronic tubes and semi-conductors, hall lanterns, fixtures, indicators, remote control panels, bulb replacements in signal and accessory equipment, lamp replacements in elevator cars and hoist ways, electric wiring and conductors extending to the elevators from the machine rooms and emergency lights.
- B. The Contractor will furnish lubricants appropriate to the task. Lubricants will be compounded to meet contract requirements.
- C. The Contractor will be responsible for cleaning elevator car interiors, hoist way doors and frames, and elevator car floors.
- D. The frequency of inspections and maintenance activities will be in accordance with the programmed schedule previously submitted to the CO or COTR for approval.
- E. The Contractor will conduct routine and periodic inspections and tests required by the current edition of Building Officials and Code Administrators International, Inc. (BOCA) Code - Elevator, Dumbwaiter and Conveyor Equipment, Installation and Maintenance and shall notify the COTR or his/her designee when the inspections and tests are to be made. The Contractor shall promptly correct any deficiencies that are found as a result of these inspections and tests. The inspections and tests will be reflected in the Contractor's programmed schedule. All required inspections and tests shall be completed at no additional cost to WMATA

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- F. The Contractor shall provide twenty-four (24) hour emergency service consisting of a prompt response to emergency requests from the CO or COTR for any elevators which are malfunctioning, inoperative or otherwise appears to constitute a danger to users. Emergency response shall consist of Contractor emergency personnel being dispatched to the site and available to effect necessary repairs within 60 minutes from receipt of request from the CO or COTR. Only Contractor Personnel are permitted to effect repair and return the unit to service. These emergency services will be performed as part of this contract without additional charge.
- G. The Contractor is responsible for reasonable repairs, including labor and materials, necessitated by occupant negligence or misuse of the equipment, without charge to WMATA. If the Contractor is required to install modifications directed by the WMATA, new attachments as may be directed by insurance companies or by Federal, State, Municipal, or other governmental authorities, the cost of such work will be negotiated separately. The Contractor will be required to make all renewals and repairs of any WMATA owned property necessitated by neglect or misuse by his own personnel without any charge to the WMATA.
- H. The Contractor shall notify the CO or COTR in writing immediately of the existence of, or the development of any defects in, or repairs required to the elevator for which the Contractor considers he is not responsible under the terms of the contract and shall furnish him a written estimate of the cost to make necessary repairs. The estimate shall include the number of hours, hourly rate, part number, cost of the part and any other cost. Final determination of responsibility will be made by the CO should areas of responsibility be disputed. Costs for such defects or repairs will be billed at the rates established herein. Under no circumstances, will the work proceed without waiting for the CO's final determination.
- (1) All service and repair work will be performed in compliance with the Building Officials and Code Administrators International, Inc., (BOCA) Code - Elevator, Dumbwaiter and Conveyor Equipment, Installation and Maintenance and will be subject of inspection by independent third-party inspectors designated by the Contracting Officer or his/her designee in accordance with existing applicable codes. Upon completion of an inspection, the Contractor will be furnished with an inspection report listing any deficiencies. The Contractor will correct any deficiencies to include parts and labor without additional charge, and within the time specified by the applicable inspector, unless a written request for a variance is approved by WMATA. The term "time specified" will be defined in terms of regular working days and in no case shall the time specified be more than five (5) work days unless an eminent safety hazard exists in which case the affected unit will be taken out of service and secured by the Contractor or the CO or COTR. The Contractor will begin emergency repairs immediately.
- (2) Within six (6) months prior to the termination of this contract, a representative of the CO or COTR shall make a thorough maintenance inspection of all pieces of equipment covered under this contract. All deficiencies found as a result of this inspection will be corrected by the Contractor, in accordance with Article 4, above, except that the "time specified" shall not be more than twenty (20) work days.

### 17.4 Conditions of Service



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- A. The Contractor shall keep all machine spaces and hoist ways in a clean condition, free of all elevator maintenance related debris and trash. Used, damaged or discarded parts, rags, and components will be removed promptly from all areas and properly disposed of in appropriate containers supplied by the Contractor.
- B. Frequently utilized parts, components and supplies including clean rags will be stored in an appropriate cabinet located only in those areas designated by the Authority. No flammable or combustible material will be permitted to be stored on Authority property by the Contractor.
- C. The Contractor will not be required to make changes or modifications in design or to make any replacement with parts of a different design except as specified herein. The Contractor will be required to clean and restore stone, tile or carpet covered floors damaged or soiled by the Contractor's equipment, parts, vehicles or other appurtenances under the control or in the care of the Contractor. At the end of all scheduled maintenance procedures or any repair, the Contractor shall ensure all exposed surfaces are clean and free from lubricants or any substances used in the procedures.
- D. The Contractor will not be liable for loss, damage, or delay from causes beyond his control, including strikes, lockouts or other concerted actions of workmen other than his own, or of independent contractors working for the Contractor, fire, flood, theft, vandalism, acts of God, acts of omission of any governmental authority, war, insurrection or riot, embargo, wreck or excessive delay in transportation, provided that alternative sources of labor, material, or other supplies are not available at a reasonable cost. In the event of delay due to any such causes, WMATA will be permitted to use alternate maintenance sources if the delay will last more than five (5) days. WMATA reserves the right to adjust payment to the Contractor if alternate maintenance services are implemented.
- E. Should WMATA, for the sake of its own convenience, request the examinations, cleaning, lubrication, and adjustments, repairs or replacements be performed on other than regular working hours of regular days, the Contractor will absorb the straight time labor charges and will be reimbursed only for the overtime bonus at the rates established herein.
- F. WMATA shall not permit others to make alterations, additions, adjustments, repairs or replacements to the elevator equipment unless mutually agreed to between the Contractor and WMATA, or as stated in D., above.

### 17.5 Manner and Time of Service

- A. All work will be performed by skilled elevator mechanics supervised by the Contractor. The mechanics and supervisory personnel will be specially trained and have thorough experience in the maintenance of these particular types of elevators. The Contractor shall, if requested by the CO or COTR, furnish proof of this training and experience to the satisfaction of WMATA.
- B. The Contractor, his mechanics and other personnel shall adhere to the WMATA's safety standards and rules and shall comply with all directives issued in the interest of public safety when so notified by the CO or COTR. The Contractor's personnel shall immediately comply with all directives issued by WMATA. Failure to comply with authorized directives shall cause WMATA to request the removal of Contractor's personnel who have failed to comply with the directive.

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- C. Emergency service will be performed any time as dictated by the nature of the emergency and work shall proceed continuously, parts availability permitting, until the elevator is restored to service. Regularly scheduled services may be performed during operating hours; however, operable elevators shall not be withdrawn from service during rush hour periods (7:00 a.m. to 9:30 a.m. and 3:30 p.m. to 6:00 p.m., Monday through Friday) for the performance of maintenance without the specific approval of the CO or COTR.

### 17.6 Records

- A. The Contractor shall keep and maintain a logbook and Contractor's maintenance personnel shall log in and out whenever an elevator is to be taken out of service for maintenance or repair and when an elevator is placed back in service. Additionally, when responding to an inoperable elevator call, the contractor shall notify the CO or COTR when the elevator is returned to service.
- B. The Contractor shall provide and keep current a suitable check chart and repair log for each elevator posted in the elevator machine room and other area designated by the WMATA. Check charts and repair logs will be submitted to the WMATA for approval prior to use. Entries will be made to indicate the status of all scheduled maintenance and repair work performed, including date, the nature of the work, and parts or components utilized to perform such maintenance and repairs. The check charts and repair logs will be kept on self-duplicating data sheets and shall not be removed from their designated area by the Contractor except for the purposes of reproduction. In such cases check charts and repair logs will be returned immediately. The Contractor must properly initial the chart to indicate that the work has been accomplished. The duplicate must be clear and legible and remain in the designated area at all times. The duplicates become the property of WMATA.
- C. The Contractor shall provide the Authority a monthly summary of all repair and preventive maintenance activities on elevators in the monthly activity report. The summary will be arranged in a chronological columnar format and shall include the following information: date out of service, time out of service, unit identification number, explanation (description of work performed), parts used (including parts put on) and the date and time the unit was restored to service.

### 17.7 Spare Parts

- A. It will be solely the Contractor's responsibility to establish and maintain a spare parts inventory sufficient so that repairs and replacements of defective elevator equipment will be completed without delay.
- B. The spare parts inventory established by the Contractor shall consist of parts by the original equipment manufacturer, or parts substantiated as equal by the Contractor and as approved by WMATA, and will be maintained by the Contractor at his own expense. The Contractor shall draw upon this inventory of parts as required for the servicing of the elevators and replace these parts from his own stock or supplier re-order. Parts, storage and distribution will be planned in such a manner that maintenance items and parts will be always readily available, and that major repair items will be supplied with a minimum of down-time to a given unit.

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- C. In order for the Contractor to maintain a proper inventory of spare parts, the Contractor shall maintain such records as will demonstrate an adequate inventory to perform the services to be provided under this Contract and shall include the Contractor's stock number, supplier and manufacturer part number, supplier and manufacturer, description, use, reorder lead time, etc.

### 17.8 Performance Standards

- A. The Contractor shall maintain all elevators in service at a level of availability of not less than 98% each month. This standard will be measured by WMATA. Down-time and the number of failures that are attributable to mechanical failure or maintenance activity will be determined through an analysis of the elevator repair log, on-site inspection and the maintenance and repair log which shall be maintained for each elevator. The Contractor shall not be made accountable for down-time generated for reasons beyond the control of the Contractor.
- B. WMATA defines "Failure" as any activity which causes a service interruption. Because the causes of service interruption are varied and not all causes of service interruption can be attributed to the equipment itself, WMATA shall define service interruptions chargeable to the Contractor as follows:
- (1) Unanticipated mechanical disruptions.
  - (2) Non-scheduled maintenance (i.e., replacement of worn components, major overhaul of components, replacements or repairs necessitated by worn or broken components discovered as a result of scheduled maintenance inspections and service).
  - (3) Shutdowns ordered by authorized inspectors due to any unsafe conditions or accidents resulting from mechanical failure or resulting from the Contractor's failure to provide timely repairs as may be cited in as inspector's deficiency report
- C. Service interruptions which shall not be charged to the Contractor's performance are as follows:
- (1) Scheduled cleaning, oiling, and adjusting of the equipment.
  - (2) Scheduled maintenance services required under the terms of this contract.
  - (3) Shutdowns resulting from incidents or acts beyond the control of the Contractor (i.e., building power failures, water damage, etc.).
  - (4) Shut-downs required in order to modify the equipment for the enhancement of its operation or safety when requested by the Authority.
  - (5) Shut-downs required as a result of any accident resulting from negligence on the part of the user.
- D. "Availability" is defined as the portion of normal operational time during which the equipment is available for use, or

$$\text{Availability} = \frac{\text{Operating Time} - \text{Failure Time}}{\text{Operating Time}}$$

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### 17.9 Modifications

- A. Modifications of any elevators covered by this Contract will be accomplished in accordance with schedules to be established by the CO or COTR.
- B. All work will be performed in accordance with The Building Officials and Administrators International, Inc., (BOCA) Code - Elevator, Dumbwaiter and Conveyor Equipment, Installation and Maintenance and the related codes of the jurisdiction in which the work is being performed. In the event of a conflict between codes, the jurisdiction's code shall govern.
- C. Contractor shall submit shop drawings, catalog cuts, samples, and certifications to the CO or COTR for approval in accordance with the additional requirements as specified for each modification.
- D. In scheduling and accomplishing the work, all reasonable efforts will be made to maintain the elevators in service during the hours of 7:00 a.m. to 9:30 a.m. and 3:30 p.m. to 6:00 p.m., Monday through Friday.

## Article 18 Custodial Services, Trash, Recycling, and Snow Removal.

### 18.1 General

- A. The Contractor shall provide or obtain all labor, equipment, and supplies necessary to perform the custodial, recycling, and snow removal services described herein. (All custodial staff provided hereunder will be bonded and will be the subject of a police records review in the District of Columbia, Maryland, and Virginia prior to duty.) The building areas and quantity of items to be serviced are identified in the appendices and Exhibits. The statistics in the Exhibits are estimates. The Contractor will be responsible for verifying this data.
- B. NOTE: NATIONAL LABOR RELATIONS ACT: Every contractor and subcontractor must express a clear commitment to form, join or assist a labor organization and/or to bargain collectively with representatives of their own choosing under the principles of the National Labor Relations Act.
- C. Except for the areas occupied seven days a week, or otherwise specified, the work described herein will be performed between the hours of 6:30 a.m. and 4:30 p.m., Monday through Friday. The excepted areas will be serviced on a seven-day a week, multi-shift schedule. Service on outside areas and garages may be performed at any time. The Contractor is required to submit a schedule for routine cleaning services in the buildings to the COTR for approval 20 days before contract start date. The COTR may make adjustments within the schedule on an as needed basis to accommodate building occupant requirements.

### 18.2 Recycling Requirements

- A. Contractor shall provide or obtain all necessary labor and supervision to provide recycling collection services within the scope of this contract to comply with applicable WMATA requirements and recycling laws and regulations. All equipment will be subject to approval by the CO or COTR.

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- B. Contractor shall make its best efforts to collect and store recyclables to facilitate maximum revenue return for the Authority.
- C. Recyclable materials removal (including executive offices, other offices and office areas, lounge areas, classrooms, conference rooms, copy centers, corridors and all other space being utilized by the building occupants):
  - (1) Daily
    - a. Empty all recycling containers located at individual desks and workstations and remove recyclable material to central collection container on each floor.
    - b. Empty all white office paper recycling containers located at copy machines, all printer locations and remove recyclable materials to central collection container on each floor. Move recyclable materials to storage area and store separately until picked up by WMATA recycling contractor.
    - c. Empty all white office paper, newspaper, plastic containers, glass containers, etc. from central collection containers. Move recyclable materials to storage area (loading dock) and store separately until picked up by WMATA recycling contractor.
    - d. Empty all newspaper recycling containers. Move recyclable newspaper to storage area (loading dock) and store separately until picked up by WMATA recycling contractor.
    - e. Empty all aluminum beverage can recycling containers, Move aluminum recyclable materials to storage area (loading dock), crush and store separately in sealed plastic bags until picked up by WMATA recycling contractor.
    - f. Empty all glass bottle-recycling containers, Move glass bottles to storage area (loading dock) and store separately in sealed plastic bags until pickup by WMATA recycling contractor.
    - g. Empty all plastic-recycling containers, remove plastic containers to storage area (loading dock) and store separately in sealed plastic bags until pickup by WMATA recycling contractor.
    - h. Remove all recyclable cardboard boxes from freight elevator lobbies or designated areas of building. Flatten boxes, band, and move to storage area (loading dock) and store separately until pickup by WMATA recycling contractor.
  - (2) Recycling containers will be maintained free of debris and residue. Liners will be replaced as needed to assure cleanliness.
  - (3) Recycling equipment and storage area will be maintained in clean and serviceable condition.
  - (4) Recycling storage area will be maintained in clean and organized condition avoiding conditions that would pose health and safety hazards. COTR will be notified when collected recycling material has accumulated to an "overload" condition or when the WMATA recycling contractor has missed a scheduled pickup.
  - (5) All collected recycling material will be picked up by a WMATA recycling contractor on an established schedule; a minimum of once a week. COTR will notify the Contractor of the established schedule for each building. The Contractor shall provide the necessary staff to assist in the weighing and recording of each category of recyclable items, each time the WMATA recycling contractor removes the

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recyclable items from the premises. All completed recycle pick-up forms from the WMATA recycling contractor will be submitted to the COTR.

### 18.3 Cleaning and Quality Requirements

- A. The Contractor shall provide all equipment, cleaning apparatus, and cleaning supplies to accomplish the required custodial services. In addition, the Contractor shall provide all paper product supplies, soap, urinal screens/blocks, etc. at no additional cost to the Authority (not reimbursable items). All products must be approved by the environmental group.
- B. Cleaning frequency's indicated are minimum acceptable service level and do not include any required cleaning requested through the FR process which shall be performed at no additional cost to the Authority.

#### C. Toilet and Rest Rooms

##### (1) Daily: (3 times per day)

- a. Sweep and wet mop or scrub floors and all tile surfaces including showers using a cleaner disinfectant.
- b. Floors shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces will be dry and the corners clean.
- c. Clean all fixtures - water closets (seats and bowls), urinals, washbasins, mirrors, waste receptacles, dispensers and wall surfaces, using a cleaner-disinfectant. Raise water closet seats.
- d. All toilet room fixtures (wash basins, urinals, toilets, etc.) will be clean and bright; there will be no dust, spots, stains, rust, green mold, incrustation, or excess moisture. Wipe dry with cloth to prevent streaks.
- e. All mirrors, pictures, and glass surfaces will be clean, free of obvious dirt, dust, smudges or soil substances.
- f. All metal surfaces will be maintained to insure that surfaces are free of smears, smudges, stains or other substances and present a uniform polished appearance.
- g. Servicing - *All supply dispensers will be filled.* Waste receptacles will be emptied and new plastic liners inserted. The paper towel dispensers, soap dispensers, toilet paper dispensers, and seat cover dispensers will be refilled. The sanitary napkin receptacles emptied, cleaned, disinfected, and new bags inserted. Contractor shall provide and replenish/replace as necessary urinal screen/deodorant blocks in all Men Toilet Rooms. The urinal screen / deodorant blocks shall not be considered as reimbursable items. (3 times per day)
- h. Spot-clean other surfaces and dust horizontal surfaces. Clean and polish stainless steel and Chrome surfaces.
- i. Spot-cleaned smudges, marks or spots shall have been removed without causing unsightly discolorations.
- j. Thorough Dusting - There will be no dust streaks. Corners, crevices, moldings and ledges will be free of all dust. There will be no oils, spots or smudges on dusted surfaces caused by dusting tools.
- k. During the day, empty waste receptacles and service dispensers, survey the rooms, and clean washbasins as traffic demands; but not less than two times each day.

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- I. Damp wipe bench, furniture and lockers, wipe clean and disinfect shower curtain, and dust sills, ledges and locker tops. All locker room furniture and fixtures will be clean and bright; there will be no dust, spots, stains, rust, incrustation or excess moisture.
  - (2) Weekly:
    - a. Damp mop and spray buff all resilient floors. (After normal business hours)
    - b. Floors will be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces will be free of splashing and marks from the equipment. The finished area shall have a uniform luster.
    - c. Clean underside of basins, including plumbing fixtures, with cleaner-disinfectant solution. Descale fixtures using acid type bowl cleaner in accordance with manufacturer's instructions.
    - d. All undersides of basins, including plumbing fixtures, will be clean and bright, free of scale and incrustation.
    - e. Rinse floor drains with clean water in amount sufficient to clear traps and eliminate odors.
  - (3) Monthly:
    - a. Damp wipe the full surface area of all stall partitions, doors, locker tops, window frames, sills, and wastepaper and trash receptacles using a multi-purpose (disinfectant-deodorizer) cleaner. Scour shower walls with cleaner-disinfectant solution.
    - b. All dirt, dust, water stains, spots, streaks and smudges will be removed from the surfaces. Secure shower walls to remove all soap residue.
    - c. Clean all HVAC grilles, vents and diffusers. There shall be no evidence of dust, soot or other residue on the vents.
  - (4) Quarterly:
    - a. Scrub walls with cleaner-disinfectant solution.
    - b. Walls shall be clean and free of dirt and streaks, and present an overall appearance of cleanliness.
- D. Other Rooms/Areas: Other rooms/areas includes all offices areas, file rooms, libraries, conference rooms, classrooms, ADP areas, executive suites, copy centers, health units, , security guard booths, bus supervisor kiosks, and other space being utilized by occupants, and corridor space adjacent to these rooms and areas.
  - (1) Daily:
    - a. Empty all wastebaskets and remove trash to designated disposal area. Replace plastic liners if soiled or worn. (3 times per day)
    - b. Wash or steam clean all cans used for collection of food remnants, inside and out.
    - c. Solid Waste Collection - All solid wastes generated in the buildings will be collected and removed to the loading dock area for removal. Wastebaskets will be maintained free of debris and residue.
    - d. Dusting - There will be no dust streaks. Corners, crevices, moldings, and ledges will be free of all dust. There will be no oil, spots or smudges on dusted surfaces caused by dusting tools. In dusting of horizontal surfaces, work spaces shall not be disturbed. However, desk type items will be lifted and dust removed from the surrounding areas.

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- e. Sweeping and Mopping - Floors will be clean and free of debris or foreign matter. No dirt shall be left in corners, near baseboards, behind doors or under furniture. (After normal business hours)
  - f. Spot Cleaning - Excessive buildup, crusted material, spillages and dirt accumulation will be removed along with spots, smears and stains. There will be no evidence of fuzzing caused by harsh rubbing or brushing.
  - g. Cleaned areas shall blend with adjacent areas of carpet. There shall be no discoloration.
  - h. Glass Cleaning - Glass in doors, partitions, windows and displays shall be cleaned with soft cloth and glass cleaner in plastic spray bottle. All smudges, marks, spots, hand and finger prints will be removed.
  - i. Clean doors, including stairwell doors, kick plates, walls, and cubicle partitions with cloth and detergent solution in plastic spray bottle. All smudges, marks, and spots will be removed up to seventy (70) inches from the floor.
  - j. Damp mop all concrete, terrazzo and resilient tile floors with mild cleaning agent compatible with finished floor surface. (After normal business hours). Change water/cleaning agent mix regularly.
  - k. Vacuuming - Carpets shall be clean and free from dust balls, dirt and other debris. No dirt shall be left in corners or near baseboards, behind doors or under furniture. Carpeting throughout the buildings shall be maintained using the manufacturer's recommended procedures. Rugs and carpets will be clean and odor free. There shall not be any visual dirt, soil substances, spills, or removable stains. (After normal business hours)
  - l. Floors shall be free of streaks, mop strand marks and skipped areas, Walls, baseboard and other surfaces shall be free of splash and marks from equipment. The finished area shall have a uniform luster.
  - m. Dust vertical furniture surfaces, HVAC grilles, vents, and diffusers, vertical/horizontal blinds and vertical wall trim.
  - n. All surfaces will be free of obvious dust.
- (2) Monthly: Clean and shampoo all carpeted areas (after normal business hours).
- (3) Semi-Annually:
- a. Spray buff all hard and resilient flooring coated with floor finish (after normal business hours)
  - b. Floors will be free of streaks, mop strand marks and skipped areas.
  - c. Walls, baseboard and other surfaces will be free of splashes and marks from equipment.
  - d. The finished area shall have a uniform luster.
- (4) Annually:
- a. Clean all metal wall surfaces thoroughly. There will be no evidence of dirt, smudge marks, spots, grime, grease, or unsightly discoloration.
  - b. Clean fabric lined walls; i.e. Board Rooms/Meeting Rooms, conference rooms, entrances, executive offices, operational control centers, etc., thoroughly. There will be no evidence of dirt, spots, or unsightly smudge marks.

### E. Entrances, Lobbies, Open Floor Area and Corridors



(1) Daily:

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- a. Sweep, mop and/or vacuum full floor area
  - b. Clean and polish metal doorknobs, push bars, kick plates, railings and other metal surfaces.
  - c. Clean doors and other surfaces, clean spots and marks from walls dust all surfaces within approximately seventy (70) inches from the floor.
  - d. Floors will be clean and free of trash and foreign matter. No dirt will be left in corners, crevices, under furniture or behind doors. Treated mop will be used.
  - e. Carpets will be clean and free from dust balls, dirt and other debris.
  - f. Metal surfaces will be free of smears, stains, fingerprints and hand marks. They will be cleaned and polished to a uniform luster.
  - g. All smudges, marks or spots will be removed without causing unsightly discoloration.
  - h. Dust all ledges, sills, furniture, exhibits, directories and signs and other decorative architectural fixtures. There will be no dust streaks. Corners, crevices and other surfaces will be free of spots, smudges and other marks caused by dusting tools. All glass will be clean and free of dirt, grime, dust, streaks, watermarks and spots, and shall not be cloudy. Thresholds will be free of debris, grease grime, oil or other foreign matter.
  - i. Clean both sides of entrance door glass and glass surrounding entrance doors from top to bottom of glass. Clear thresholds of all debris.
  - j. Walk On/Off Mats: Except where permanent recessed mats are provided, walk-off mats will be placed in lobby entrances during periods of rain, snow or other inclement weather. Mats will be vacuumed and spot cleaned as needed.
  - k. Damp mop and spray buff all hard and resilient floors. Floors will be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces will be free of splash and marks from equipment. The finished area shall have a uniform luster. (After normal business hours)
  - l. Survey entrances, lobbies and corridors twice daily. Schedule with daily toilet room servicing. All floor surfaces will be free of debris, paper, trash, empty containers and other discarded materials. Empty trash containers as needed and replace plastic liners as appropriate. Areas behind trash containers shall be maintained free of debris.
- (2) Weekly: Spot clean walls, door facings and doors. All smudges, marks, and spots will be removed without causing unsightly discoloration.
- (3) Monthly:
- a. Clean and polish metal door thresholds. All thresholds will be clean and free of oil, grease, dirt, grime, or other foreign material.
  - b. Clean stone or brick plaza surfaces. Surfaces will be clean and free of hand marks, smudges, dirt, dust, spots, and stains.
  - c. Clean and shampoo all carpeted areas. (After normal business hours).
- (4) Annually:
- a. Strip and apply four coats of floor finish to all hard flooring. All old finish or wax will be removed. There will be no evidence of gum, rust, burns or scuff marks. Walls, baseboards and other surfaces will be free of finish residue and marks from equipment. Floors will be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster. (After

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normal business hours)

- b. All metal wall surfaces shall be cleaned thoroughly. There will be no evidence of dirt, smudge marks, spots, grime, grease, or unsightly discoloration.

### F. Stairs, Landings and Treads

#### (1) Daily:

- a. Sweep or vacuum stairs, landings and steps. Landings and treads will be free of dirt, dust, streaks, gum or other foreign substances.
- b. Dust railings, ledges, grilles, fire apparatus and doors. All railings, ledges, grilles, fire apparatus and doors will be dust free.
- c. Clean all glass surfaces. All glass will be clean and free of dirt, dust, streaks and spots.

#### (2) Monthly:

- a. Wet mop or scrub steps, risers and landings. Polish bright metal and woodwork. Spot clean walls to a height of approximately (70) inches from the floor. (After normal business hours)
- b. All steps, risers and landings will be clean and free of dirt, water streaks, mop marks, mop string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces will be dried and the corners clean. (After normal business hours)
- c. All bright metal surfaces shall have a polished and lustrous appearance. All smudges, marks and spots will be removed without causing unsightly discolorations. Work performed as directed by Facility Requests.

#### (3) Annually:

- a. Strip, paint and seal steps and landings of those stairwells that are currently painted. Finish shall meet coefficient of friction requirements of Authorities having Jurisdiction. Old finish will be removed as necessary to provide a uniform new finish. There will be no evidence of grime or grease. When sealed, the surface will be free of streaks and have a uniform luster. The type of floor finish shall provide a bright appearance and be subject to approval by the CO or COTR. (After normal business hours)

### G. Garages, Ramps, and Driveways (Interior)

- (1) Daily: Sweep garages, ramps and driveways. Garage area, ramps and driveways will be free of all paper, trash, empty containers and other discarded materials. Spot clean garage and ramp areas. All grease, tar and oil will be removed and not be permitted to permeate concrete surfaces.
- (2) Monthly: Sweep garages, ramps and driveways. All garages, ramps and driveways will be clean and free of trash and foreign matter. No dirt will be left where sweepings are picked up.
- (3) Quarterly: Wet mop or scrub garages, ramps and driveways within the building confines. The floors will be clean and free of dirt, water streaks, mop marks, mop string, gum, grease, tar, oil spots, etc., and present an overall appearance of cleanliness. All surfaces will be dry and the corners clean.
- (4) Annually: Strip (steam clean) and seal obvious cracks in garage and ramp

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surfaces. There will be no evidence of grime or grease. Sealed floor will be free of streaks and have a uniform luster

### H. Loading Docks, Platforms and Recycling Storage Areas

- (1) Daily:
  - a. Sweep loading platforms and docks. Loading areas will be clean and free of trash, debris and foreign matter. No dirt will be left in corners, crevices or where sweepings are picked up.
  - b. Maintain area surfaces free of grease, tar and oil spots. Spot clean all surface areas to remove all grease, tar and oil spots. Grease, tar and oil shall not be permitted to permeate concrete surfaces.
- (2) Monthly: Wet mop or scrub loading areas. All loading areas will be clean and free of dirt, mop strings, gum, grease, tar, oil spot, etc., and present an overall appearance of cleanliness. All surfaces will be dry and the corners clean. (After normal business hours)
- (3) Annually: Strip, paint, and seal loading area surfaces. All old finish will be removed. There will be no evidence of grime or grease. Painted and sealed floors will be free of streaks and have a uniform luster. (After normal business hours)

### I. Passenger Elevators and Lobbies

- (1) Daily:
  - a. Clean all surfaces in the interior of car including floor track and polish bright metal surfaces. Wall surfaces will be clean and free of finger marks and smudges.
  - b. Floor tracks will be clean and free of dirt, grime and other foreign material. Bright metal surfaces shall have a polished and lustrous appearance.
  - c. Vacuum carpets. Elevator carpets will be free of dust balls, dirt and other debris.
  - d. Survey during the day between 9:30 a.m. and 10:30 a.m. and between 2 p.m. and 3 p.m. Floor surfaces will be free of debris, paper, trash, food and other discarded material. All reasonable efforts will be made to maintain the elevators in service during the hours of 7:00 a.m. to 9:30 a.m. and 3:30 p.m. to 6:00 p.m., Monday through Friday. \* Cleaning of the elevators must occur at a time of minimum interference to occupant use.
  - e. Spot clean carpet. Excess buildup, crusted material, spillages and dirt accumulation will be removed along with spots, smears and stains. There will be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpet without discoloration.
- (2) Monthly: Clean and shampoo all elevator carpet. Remove all dirt and debris. Shampooed carpet shall present a uniform appearance of cleanliness. Shampooing will be done after normal business hours or on weekends.

### J. Freight Elevators

- (1) Daily: Sweep floors. Floors will be clean and free of trash and other foreign matter. No dirt will be left in corners, crevices or where sweepings are picked up.

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- (2) Weekly: Damp mop floors and damp wipe interior wall surfaces. Floors will be free of loose dirt, grime, spills and mop strands. Wall surfaces will be clean and free of finger marks and smudges.

### K. Drinking Fountains

- (1) Daily:
  - a. Clean drinking fountains. All metal surfaces will be clean and bright, and will be free of dust spots, stains and streaks. Drinking fountains will be kept free of trash, ink, coffee grounds, etc., and nozzles free from incrustation.

### L. Security Stations and Bus Supervisor Kiosks

- (1) Daily:
  - a. Empty wastebaskets, dust horizontal surfaces of furniture, vacuum carpets, clean glass partitions and sweep floors.
  - b. Glass will be cleaned with glass cleaner in plastic spray bottle and wiped with clean cloth. Glass will be free of all dirt, dust, streaks and spots.
- (2) Monthly: Clean exterior of garage entrance guard station.

### M. Break Rooms and Vending Areas

- (1) Daily:
  - a. Empty waste receptacles and replace soiled disposable liners. Replenish paper towels in dispensers as needed. (3 times per day)
  - b. Damp wipe all tables and chairs, survey area and remove all trash and debris.
  - c. All chairs and table surfaces will be wiped and free of debris and stains. All surfaces will be clean and free of dirt and dust.
  - d. Floors will be free of trash and foreign matter. Clean spillages when they occur.
  - e. Clean microwave ovens. Ovens will be scrubbed or damp wiped clean, as appropriate, inside and outside, including any dishware which is part of the appliance. No evidence of food, food stains, spillage, encrustation, or other unsanitary foreign matter shall remain. Interior and exterior of appliance shall appear clean and bright. (2 times per day)
  - f. Damp mop floors. (After normal business hours) All spills, debris and stains will be removed when they occur. Floors will be free of dirt and dust.
  - g. Spot clean walls. All smudges, marks, spots and food stains will be removed without causing unsightly discolorations.

### N. Computer, Equipment, Printing, and Other Raised Floor Areas

- (1) Daily:
  - a. Empty waste containers and dust inside of container with untreated cloth or damp sponge. When there appears to be an accumulation of dust or other dirt in container, the container should be removed from the area for emptying or the plastic liner should be sealed and removed from the area and a new

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liner inserted.

- b. Pick up litter from floor. All paper, trash and other foreign matter will be picked up and removed from the area.
- c. Dust mop floors and pick up accumulated dust and dirt. Floors will be thoroughly mopped using an untreated dust mop. Accumulated dust, dirt and other foreign matter will be picked up with a bench brush and dust pan.
- d. Clean glass in partitions in doors. Glass will be cleaned with glass cleaner in plastic spray bottle and wiped with a clean cloth.

### (2) Quarterly:

#### 1. Lobby Floor Mats

##### (1) Daily:

- a. Mats will be fitted together to eliminate rolls and turned up ends.
- b. Stored mats will be clean and free of dirt, grime, stains and excessive buildup of crusted material.

##### (2) Monthly:

- a. Remove all recessed frame style mats and clean recess
- b. Clean and shampoo all lobby mats. All dirt, debris, stains and spots will be removed. Cleaned mats shall present a uniform appearance of cleanliness.(After normal business hours)

#### P. Windows and Glass - Exterior

##### (1) Semi-annually:

- a. Wash both sides of all exterior building windows, including spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies and vestibules.
- b. Washed glass will be clean and free of dirt, grime, streaks and excessive moisture, and shall not be cloudy. Window sashes, sills, woodwork and other surroundings of interior glass will be wiped free of drippings and other watermarks.

#### Q. Drapes

- (1) Monthly: Dust and vacuum drapes in place. Drapes will be clean and free of dust, dirt and other foreign material.

#### R. Venetian Blinds

- (1) Semi-annually: Dust or vacuum all Venetian blinds at a six month interval from washing. Both sides of Venetian blinds slats will be free of dust, grime or other foreign material.

##### (2) Annually:

- a. Wash all Venetian blinds in building. Clean cords and tapes.
- b. Both sides of Venetian blind slats will be clean and free of dust and water spots. Cords and tapes will be clean.
- c. Defective cords and tapes shall be replaced by the Contractor on an as required basis. Blinds will be removed and replaced within one (1) working day by the Contractor.

#### S. Upholstered Furniture

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- (1) Monthly:
  - a. Vacuum and spot clean all upholstered (fabric covered) furniture. All upholstered and other fabric covered furniture will be clean and free of lint and other foreign material.
  - b. All spots, stains and spillage marks will be removed without causing unsightly discoloration.

### T. Storage Space and Janitorial Closets

- (1) Daily:
  - a. Sweep and damp mop floor. Floors will be free of dust, dirt, grime, and other foreign matter. There will be no dust or dirt left in corners, under furniture or behind doors. No waste matter will be left in area.
  - b. Dust Shelving. Shelving will be free of dust, dirt and other foreign material.
  - c. Clean sink. Sink will be free of dust, dirt, grime and other foreign material. Sink shall appear bright and clean.

### U. Corridors, Open Areas, and Hallways

- (1) Three (3) Times weekly: (This becomes a daily requirement if performed after normal business hours.)
  - a. Thoroughly vacuum all carpeted open areas, corridors and hallways through buildings. Spot vacuum/clean as needed to maintain floor free from debris, spills, and stains.
  - b. All carpeted corridors, open areas and hallways will be thoroughly vacuumed leaving the carpet free of dust, dirt, grime or other foreign matter.
  - c. Sweep all uncarpeted corridors, open areas and hallways. All uncarpeted corridors, open areas and hallways will be thoroughly swept leaving the uncarpeted area free of dust, dirt, grime or other foreign material.

### V. High Cleaning

- (1) Annually:
  - a. Clean surfaces and objects in building which are 70 or more inches from the floor, This includes, but is not limited to, wall and ceiling area adjacent to the ventilating and air conditioning outlets, actual air condition vents, grilles, louvers, diffusers, transoms, clocks, moldings around ceilings, tops of partitions, overhead pipes, pictures, plaques, file cases, bookcases, lockers, walls, etc., Damp wipe and dry high surfaces such as transoms, clock glass, picture surfaces, picture frames and glass, smudged areas surrounding air grilles, etc.
  - b. Surfaces will be clean and free of dust and dirt. Where glass is present, both sides will be clean and free of streaks.

### W. Exterior Site Cleaning

- (1) Daily:
  - a. Survey all planters, steps, brickwork, drains, ramps, gutters, ledges, entrances, loading dock, etc. and note condition
  - b. Remove trash from all planters, steps, brickwork, drains, ramps, gutters,

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ledges, entrances, sidewalks, etc. All areas will be free of trash, debris and other foreign matter. Do not put trash in adjacent streets or gutters.

- c. Remove all marks and graffiti from outside building surfaces and walls, immediately as it occurs. All exterior building surfaces and walls will be free of graffiti and other marks. Graffiti and other marks on exterior surfaces and wall will be removed without leaving unsightly discoloration.
  - d. Spot clean all mirrors, glass entrances, windows and signs. Cleaning will be done with glass cleaner in plastic spray bottle and wiped with a clean cloth. Glass will be free of streaks and spots.
  - e. Sweep entrances, landings, steps and sidewalks adjacent to entrances. Areas will be clean of all dirt and trash. No dirt will be left where sweepings are picked up. Sweepings shall not be deposited in adjacent streets or gutters.
  - f. Empty trash containers and ash receptacles. All solid waste will be collected, removed and placed in compactor. Ash receptacles will be emptied into separate metal container.
- (2) Weekly: Sweep sidewalks. Areas will be clean of all dirt and trash. No dirt will be left where sweepings are picked up. Sweepings shall not be deposited in adjacent streets or gutters.
- (3) Semi-annually: Clean/polish exterior building standpipes.

### X. Roof Maintenance

- (1) Monthly:
- a. Inspect and clean roofs. All debris and trash will be removed from roof surface.
  - b. Contractor shall also inspect and clean the roof at the request of the COTR as predicted weather conditions necessitate (e.g.: high winds, snow or ice conditions) that pose unsafe conditions to the building occupants and the public.
- (2) Six (6) Month Inspection/Repairs:
- a. Roof shall be inspected every 6 months during the spring and fall seasons.
  - b. All roofing work required shall be performed by contractor knowledgeable and experienced in the type of roofing system installed.
  - c. All work on roof systems under contractor or manufacturer's warranty shall be performed by the installing contractor during contractor's warranty period or a manufacturer's approved roofing contractor.

### Y. Rubber Flooring

- (1) Bi-Weekly: Clean and wax all rubber floors. Method of cleaning and waxing to be approved by the COTR. (After normal business hours)

## 18.4 Trash Removal

- A. Contractor shall provide total trash removal services for the buildings covered in the scope of this contract as identified in the specific site appendices and as follows:
- (1) Compacted Trash Service: Contractor shall provide "compacted trash" and



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"dumpster" service, as appropriate, for the removal from the premises covered herein all trash including but not limited to ceiling tiles, carpet tiles, glass, bag trash, canteen trash, etc.

- (2) Bulk Trash Service: Contractor shall provide "bulk trash" service for removal from the premises covered herein of all trash that cannot be placed in the trash compactor or dumpster provided under the scope of this contract.
  - (3) Special Trash Service: Contractor shall provide "special trash" services and pickups from the premises covered herein for furniture, chairs, doors, walls, desks, locker, etc. Special trash service will be contracted for on a required basis and the costs incurred will be on a "per pull" basis.
- B. Contractor shall provide all necessary labor, equipment, including a leased or rented trash compactor to be positioned in the dock adjacent to the main loading area of the Jackson Graham Building, equipment maintenance, and supervision to provide waste and incidental debris removal and disposal services for the facilities identified in this contract. Overflow of all trash from containers will be picked up from the floor of the area used to collect the waste.
  - C. The Contractor shall furnish fireproof containers with capacities as specified herein. All containers will be subject to approval by the CO or COTR.
  - D. The Contractor shall perform or obtain maintenance of all containers as needed to include washing and deodorizing.
  - E. Waste not transported to a facility for manufacture or recycling will be disposed of only through a waste disposal facility that has been certified by the appropriate State Agency for waste management, or by the Environmental Protection Agency. NOTE: ALL TRASH FROM THE FACILITIES COVERED BY THIS CONTRACT WILL BE DISPOSED OF IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL JURISDICTIONAL LAWS AND REGULATIONS GOVERNING SOLID WASTE DISPOSAL, RECYCLING, LAND FILL OPERATION, ETC.
  - F. All waste shall have been removed from the premises. There will be no overflow around containers.
  - G. The Contractor is responsible for providing and maintaining a compactor. The compactor will be removed and replaced (emptied) from building twice per week, at minimum. All trash and debris recovered from occupant areas will be placed in the trash compactor. The compactor will be removed twice per week or more often if full. There will be no accumulation of trash in any part of the building at any time because of failure to remove the trash compactor in a timely manner.

### 18.5 Snow Removal and Quality Requirements

- A. Snow removal shall include all snow and ice from all entrances, steps, landings, sidewalks, handicap ramps, vehicular courts, and approaches.
- B. Contractor shall furnish all labor, tools, supplies, and equipment, including heavy equipment required to provide efficient and swift snow removal. No labor or necessary materials for snow removal shall be considered as reimbursable items.

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- C. Chemicals and/or sand shall be used to reduce safety hazards due to ice and snow. All chemicals used must be approved 30 days prior to usage and approved through SAFE.
  - D. Chemicals or salt shall not be applied that will cause damage to brick pavers or freshly placed concrete.
- (1) Contractor shall provide COTR a list of telephone numbers where the Contractor may be reached twenty-four hours a day, seven days a week.
  - (2) All entrance steps and landings, sidewalks, vehicular courts, common areas and approaches will be free of snow and ice accumulations, and all hazardous conditions due to the weather will be eliminated. Snow shall not be piled temporarily against buildings or fences. Snow can only be temporarily piled until removal, but in no event shall action obstruct pedestrian or vehicular traffic.

### 18.6 Utility Work

- A. The Contractor shall furnish twenty-four (24) man-hours a day, Monday through Friday, to perform utility type work. The work requirements for utility work will be specified by the COTR on a scheduled basis with a minimum of two (2) day notice and the work is to be accomplished on a timely basis. The utility work can be at any facility listed herein. The utility work shall include, but may not be limited to, the following activities:
  - (1) Operation of the freight elevator (JGB);
  - (2) Servicing complaints and performing special cleaning required by vacating of space by building occupants;
  - (3) Alterations to the building;
  - (4) Special conferences set-up, tear downs and other related work;
  - (5) Clean up work made necessary by supply or drainage overflows
  - (6) Clean up work made necessary by floods
  - (7) Trash removal during, between and after command center operations, or similar occurrences. Command center services shall be coordinated through the COTR to accommodate the hours the command center is in operation at JGB.
  - (8) Assisting in loading, unloading and distribution of equipment/supplies.
  - (9) Assisting in moving and installing furniture/furnishings.
  - (10) Provide additional cleaning and servicing requirements as identified by the COTR.

## Article 19 Pest Control.

### 19.1 General

- A. The Contractor shall furnish all services, equipment and personnel necessary to exterminate rodents and insects and other pests using only those pesticides, which comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7,U.S.C. 136 et. seq.) as amended by the Federal Environmental Pesticide Control Act of 1972, and the regulations issued there under.
- B. Insect control is defined as those measures which are necessary to suppress crawling and flying insect populations including arachnids within the facilities covered by this contract through the use of properly registered and labeled pesticide products and approved devices. The Contractor will employ only certified pest control personnel to

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perform this service and respond to complaints within 24 hours of when they occur.

- C. Rodent control is defined as those measures necessary to suppress populations of rats, mice, snakes and/or any other species, which become a pest within or around the premises covered by this contract.

### 19.2 Rodent and Pest Control

- A. The rodent control measures required of the Contractor include repelling, trapping and poisoning programs directed at providing environmentally safe space for WMATA personnel. The Contractor will employ only certified pest control personnel to perform this service and respond to complaints within 24 hours of when they occur.
- B. Inspections: In order to maintain quality standards, inspections will be conducted and treatment performed on the following schedule:
  - (1) Within thirty (30) days from the start date of this contract, an inspection shall be conducted to locate and treat any infestation. A copy of the inspection report and any subsequent report will be given to the COTR.
  - (2) Quarterly inspection and treatment programs shall be conducted and reports made to the COTR.
  - (3) Responses to and resolution of complaints shall be made within 24 hours.  
(Activities to be included in Monthly Activity Report)
- C. Safety will be paramount in all pest and rodent control operations and procedures. In order to safeguard both life and property the Contractor shall adhere to the following safety precautions:
  - (1) Treatment will be cleared with the WMATA Office of System Safety and Risk Protection (SAFE).
  - (2) All containers holding pesticides will be properly labeled with the name and strength of the chemical agent therein.
  - (3) If combustible materials are to be stored on the premises they must be labeled with the fire hazard potential of the materials and stored in specialized locked metal cabinets.
  - (4) SOS for all chemicals / treatments used during this contract shall be provided to the COTR for approval 20 days before contract start date.
- D. Programs for the control of rodents, insects, and other pests will be continually in effect. There will be no obvious signs of any of these infestations.
- E. Programs for the control of rodents, insects, and other pests will be provided with offerer's proposal and will be part of the technical evaluation.

## Article 20 Building Alterations and Improvements.

### 20.1 General

- A. The Contractor will be responsible for accomplishing building alterations upon request of the CO or COTR. The Contractor will ensure that work is compatible with, and will not

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adversely affect, building structures, electronic security alarm systems, fire and safety systems, mechanical/electrical systems, or historically preserved building features. The work will also conform to WMATA standards for safety, space utilization, security, fire protection, and handicapped access. This also applies to all Contractor subcontractors.

### 20.2 Site Specific Work Plan

- A. A Site Specific Work Plan (SSWP) shall be submitted (45 days in advance of work) to the Authority for review and approval by WMATA's Office of Engineering, WMATA Office of System Safety and Risk Protection (SAFE), OCC and MTPD (where applicable) prior to performing, and not limited to; x-rays, building structure penetrations, major equipment replacement, overhaul and major repair to existing equipment, work requiring power outages etc.
- B. The SSWP shall include a Summary Statement, the complete name of the Contractor/s performing the work, a brief description of the work, a detailed description of the work, the location of the work, the project Start & End dates, the hours of work, explanation of any impacts on building operations, Engineering Modification Instruction Number (EMI), Power Outage requirements, required support- (Power (TSSM) IT, IT Communications), List of equipment to be used, Safety Requirements, PPE and other safety equipment, protected work area, actual work area, attached schematics/drawings, Work Activity schedules with dates and Critical Milestones, Contingency Plan Activity schedules with dates and Critical Milestones and Work Site Contact list (including Name, Title, Office Number, Cell Number and e-mail address of contract personnel).
- C. Draft of proposed SSWP form to be submitted to COTR with offerer's proposal.
- D. Contractor will provide architectural, engineering, and cost estimating services to accomplish building alterations and improvements as requested by the CO or COTR and identified as reimbursable cost items. Costs for this type of work must be negotiated by the CO or his/her designated representative.

## Article 21 Miscellaneous Services

### 21.1 General

- A. Contractor shall provide labor and support for general office miscellaneous services to occupants of the facilities as required, including but not limited to the following:
  - (1) Assembling/ disassembling/moving/installing systems furniture, modular furniture, metal walls (minor repairs to Mills Walls brand up to 125 linear feet per year), carpentry work, painting, sealing, caulking, installation of shelving, replacement of broken windows, locksmith work, moving furniture and equipment, repair/refinish furniture and equipment, relamping, manufacture of extension cords, installation of carpet, installation of equipment, installation and removal of electrical outlets, shipping and receiving materials.

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- B. Materials and in some specific instances, labor, for these services are identified as reimbursable items.
- C. Security Barriers: Hand watering and cleaning of security barriers on the exterior of the facility.

### Article 22 Landscape Maintenance Service

#### 22.1 General Information

- A. These specifications are a statement of a minimum level of work and services which are to be provided under this contract. They are not intended to be, nor shall they be construed as, limiting specifications or requirements. At a minimum, the Contractor will be required to take all steps and measures which should be taken to maximize appearance and life expectancy of property and assure a sufficient staff of qualified personnel are on duty to meet requirements.
- B. The Contractor shall ensure transportation of Contractor and subcontractor employees to and from job sites and be responsible for parking of company or personal vehicles.
- C. Quality workmanship will be required, including, but not limited to, full compliance of all requirements specified within this contract.
- D. The Contractor will be working in and around areas frequented by WMATA patrons, the general public and office environments occupied by Washington Metropolitan Area Transit Authority (WMATA) personnel, and others. It is expected Contractor and all Contractor employees will exercise safety consciousness and housekeeping habits in keeping with maintaining safety and protection of Washington Metropolitan Area Transit Authority employees.
- E. At the finish of each workday, a detailed work ticket shall be presented to the Property Manager or his/her designated representative for inspection and signature. Ticket shall specify all work performed as well as planned schedule of work for the following day and additional work as required
- F. Contractor shall be responsible for maintaining satisfactory standards of competency, conduct, appearance and integrity of its employees.
  - (1) Dress: Contractor employees and all subcontractor employees utilized under this contract shall wear clean, neat clothing consisting of, at a minimum, a shirt with sleeves imprinted with the Contractor company name, uniform pants or full length pants, socks, and shoes. Clothing displaying controversial or offensive messages or graphics are not acceptable.
  - (2) Conduct: All Contractor employees and all subcontractor employees must conduct themselves in a professional, courteous manner at all times and adhere to all WMATA rules pertaining to facility access and use.
  - (3) Qualifications and Experience

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- a. Supervisor - Must have a minimum three (years) experience in Landscape Maintenance field with a minimum of one (1) full year experience in supervisory capacity.
  - b. Workmen - Must have a minimum of one (1) year experience in the field.
- (4) All Contractor employees and all subcontractor employees shall be legally able to work in the United States. If not a citizen, employees shall possess valid Social Security Cards, Green Cards or other legal work permits as issued by the U.S. Immigration and Naturalization Services or the United States Attorney General.
  - (5) The Contractor shall designate a representative to meet with the Property Manager or his/her designated representative for purpose of planning and scheduling details.
- G. Deviations from task assignments require approval of the Property Manager or his/her designated representative, however, the Contractor is encouraged to make recommendations which will improve the level of service or present a more cost efficient solution accomplishing prescribed services.

### 22.2 Special Requirements

#### A. Smoking Restrictions

- (1) The Contractor shall comply with the WMATA policy of "NO SMOKING" in WMATA controlled or managed facilities. This applies to Contractor employees, subcontractor employees, and visitors on a twenty-four (24) hour a day basis.
- (2) Smoking is not allowed at any time in any place of the building. This includes restrooms, machine rooms, electrical rooms, roof areas, parking garages, etc. No smoking is permitted within twenty-five feet (25') of any doorway, passage way or building opening.
- (3) If a Contractor or subcontractor employee is observed smoking in a non--designated area and continues to do so after receiving a verbal warning, the Contractor will be asked to replace said employee.

#### B. Clean-Up

- (1) The Contractor shall, at all times, keep work areas, including access and storage areas used by him, free from accumulations of waste materials and rubbish.
- (2) Contractor shall, at all times, handle and dispose of all chemical and chemical contaminated materials in strict accordance with all applicable laws, EPA standards, and/or other governmental requirements.
- (3) The Contractor shall ensure all work areas are free of debris, tools, equipment and supplies at the conclusion of each workday. All debris is to be cleared and tools, equipment and supplies neatly stored. Contractor employees are expected to remove all debris and discarded material from facility.

#### C. Correction of Work After Final Payment

- (1) The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage resulting therefrom.
- (2) Contractor shall give Property Manager notice of observed defects within 90 days

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of completion of work.

- D. Operation and Storage Areas: The Contractor shall confine all operations (including storage of materials) on WMATA premises to areas authorized or approved by Property Manager or his/her designated representative.

### 22.3 Performance Requirements

- A. It is the intent of this specification to describe the basic performance requirements necessary to accomplish scope of performance for this contract.
- B. All work performed shall comply with local, State, and Federal code requirements as applicable.

### 22.4 Description of Services

- A. General Scope: Provide all labor and incidental materials (plants, mulch, etc.) necessary to maintain landscaping at all facilities listed herein in order to present a well-groomed appearance at all times. Work includes, but is not limited to weeding, edging, pruning, cutting, trimming, planting, fertilizing, mulching, and hand watering as required.
- B. Initial Start-up Services: Initial work shall include onetime heavy weeding, mulching, and initial fertilizer application, replenishing ground cover to fill voids, and identification and replacement of damaged plant material.
- C. Exterior Landscaping and Grounds
  - (1) Shrubs and planted areas shall present a well-groomed appearance at all times. Weeds on facility grounds shall be controlled and eliminated.
  - (2) Shrub beds, flowerbeds, gutter, sidewalks, and adjacent surfaces shall be free of debris including, but not limited to, leaves, paper, rocks, sticks, etc.
  - (3) All trees, vines, hedges, shrubs, and ground cover shall be trimmed/pruned as needed, by thinning and shaping to achieve a natural appearance. All cuts shall be clean with no tearing of bark. Remove all dead and damaged branches back to point of branching.
  - (4) Topping of trees is prohibited.
  - (5) Fertilization, insect/disease control, and mulching shall be performed to insure all trees, shrubbery, and planted areas have a healthy color and appearance at all times.
  - (6) All trees, vines, hedges, shrubs, and ground cover shall present a neat, well-maintained appearance and shall not obstruct access to building entrances, walkways, and parking areas at any time.
  - (7) Clippings, trimmings, cuttings, trash, excess soil, and debris resulting from work will be promptly removed.
  - (8) These tasks will be accomplished by a certified landscaping professional in accordance with industry standards. All measurements, means and methods are the sole responsibility of the contractor.
- D. Chemicals
  - (1) Contractor shall furnish all oils, fungicides, insecticides, baits, herbicides, fertilizers, etc. as approved by COTR thru SAFE.

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- (2) Safety Data Sheet (SOS) for all products shall be provided to the COTR for approval thirty (30) days prior to use.
  - (3) Contractor shall post all public notices necessary or required by AHJ
  - (4) All chemicals shall be in original manufacturer's containers and properly labeled. Extremely toxic materials will not be permitted. Fertilizers, supplements, chemicals, and other items necessary to complete tasks will be removed from WMATA property after each use.
- E. Irrigation System: Contractor shall be aware of irrigation system(s), including piping, valves, drains, sprinkler heads and water line locations and will be responsible for damages resulting from landscaping functions.
- F. Plant Replacement
- (1) Trees, shrubs, ground cover, vines, annual plants, and other plant materials which are damaged, die, or lose original form shall be replaced in equal kind and size.
  - (2) Plant loss due to irrigation equipment failure or action authorized by WMATA shall be replaced, after receipt of WMATA authorization, at Contractor's material and labor cost plus fifteen-percent (15%) fee.
  - (3) If damage is due to negligence by Contractor there shall be no expense to WMATA.
  - (4) Contractor will not be held responsible for replacement of plant materials damaged or killed by vandalism or extreme conditions beyond contractor's control.
  - (5) Existing Bradford Pear Trees are excluded from replacement requirements unless damaged by Contractor.
- G. Seasonal Planting
- (1) Contractor shall provide seasonal planting in concrete security barrier and other existing planters.
  - (2) Contractor will submit a complete plan of seasonal planting service. Plan will include detailed schedule for seasonal planting and identification of plant material.
  - (3) Contractor will submit drawings delineating proposed seasonal planting arrangement fifteen (15) days after award of contract.
  - (4) Seasonal planting arrangement will be approved by COTR or designate prior to installation.



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EXHIBIT NUMBER 1

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

The following should be submitted in accordance with the requirements of the RFP

ITEM	DUE DATE	DUE TO
(1) Preventive Maintenance (PM) Program/Schedule	With Offerer's Proposal	COTR
(2) Monthly PM Schedule	With Offerer's Proposal	COTR
(3) Management Operational Plan	With Offerer's Proposal	COTR
(4) Water Treatment Report	15 days prior to Contract Start	COTR
(5) Key Personnel Requirements	With Offerer's Proposal	COTR
(6) Strike Contingency Plan	With Offerer's Proposal	COTR
(7) Contractor Emergency Plan	With Offerer's Proposal	COTR
(8) Extended Coverage During Absences	With Offerer's Proposal	COTR
(9) Subcontractors	With Offerer's Proposal	COTR
(10) Quality Control Personnel	With Offerer's Proposal	COTR
(11) On-Site Mechanics Licenses/ Certificates	With Offerer's Proposal	COTR
(12) Personnel Contact Information	15 days prior to Contract Start	COTR
(13) Operation Plan	With Offerer's Proposal	COTR
(14) Daily Building Operating Log	With Offerer's Proposal	COTR
(15) Joint Inspection Plan - Existing Deficiency List	10 days after Notice of Award	COTR
(16) Phase-In/Phase Out Plan	With Offerer's Proposal	COTR
(17) Quality Control Plan	With Offerer's Proposal	COTR
(18) Stock Inventory/Control Plan	With Offerer's Proposal	COTR
(19) Pest Control Program Plan	With Offerer's Proposal	COTR

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(20) Relamping Schedule	With Offerer's Proposal	COTR
(21) Site Specific Work Plan Draft	With Offerer's Proposal	COTR

## EXHIBIT NUMBER 2 EQUIPMENT

### FURNISHED BY WMATA

The following equipment/test equipment will be furnished the Contractor by WMATA. The Contractor will be responsible for maintenance these items, except for the calibration of test equipment. WMATA shall calibrate the test equipment at no cost to the Contractor. All items lost or damaged by the Contractor will be replaced at no cost to WMATA

Please see Appendix A-JGB, Appendix B-SSB for facilities specific equipment/tools and Appendix C-SSTC.

## EXHIBIT NUMBER 3

### INFORMATION ON BUILDING AND EQUIPMENT TO BE MAINTAINED

The Contractor shall provide for the operation, maintenance, and repair of building and its associated building systems. This can include, but is not limited to:

Please see Appendix A-JGB and Appendix B-SSB for facilities specific equipment.

NOTE: ALL FIGURES ARE APPROXIMATE

## EXHIBIT NUMBER 4 INDOOR

### AIR QUALITY SERVICES

The Contractor shall provide full service air quality testing services on a quarterly basis within the facilities. In addition, the Contractor shall provide this service on an as needed basis in response to air quality complaints during the contract year; maximum 5 additional location tests per contract year.

Air quality testing services will be performed in accordance to acceptable industry standards. The criteria used to evaluate the testing results shall include standards and guidelines referenced by the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), the American Conference of Governmental Industrial Hygienists (ACGIH), the American Society for Heating, Refrigerating, and Air-Conditioning Engineers, Inc. (ASHRAE), the National Institute for Occupational Safety and Health (NIOSH), and other appropriate industry groups.

#### 1. Samples

Air samples will be taken in 2 locations on three (3) different floor levels each quarter within (Please see Appendix A-JGB and Appendix B-SSB for additional facility specific information).

Additional samples for carbon monoxide and carbon dioxide are required in garage areas.

The Contractor shall establish a schedule identifying locations/floors at the beginning of each contract year to ensure that each floor within both buildings has air samples taken at least 1 time during the year. The Authority reserves the right to change the location and schedule during the contract year to address any occupant complaints.

## 2. Chemical Testing

Air samples will be taken at each location for analysis for the following chemicals: Benzene, Carbon Tetrachloride, Chloroform, p-Dichlorobenzene, Ethyl benzene, Styrene, Tetrachloroethylene, Toluene, 1, 1, 1-Trichloroethane, Xylene, and Formaldehyde.

## 3. Carbon Monoxide

Testing for carbon monoxide levels will be performed in the same locations as the chemical air sampling. However, in parking areas, the carbon monoxide levels will be tested in at 4 different locations within the open area to represent the levels throughout the space.

## 4. Carbon Dioxide

Testing for carbon dioxide levels will be performed in the same locations as the chemical air sampling. However, in parking areas, the carbon dioxide levels will be tested in at 4 different locations within the open area to represent the levels throughout the space.

## 5. Airborne Fiber Levels

Air samples will be taken in the same locations as the chemical samples, unless the presence of asbestos related work or damaged material suggests an alternative location. Air samples will be taken and analyzed in accordance with NIOSH 7400 for the presence of airborne fibers, including asbestos.

## 6. Bacterial and Fungal

Air samples will be taken at a single location on each floor for total bacterial and fungal count. The sampling will be performed with a single stage Anderson sampler. No speciation will be performed.

## 7. Personnel

All testing will be performed by an American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH), certified in Comprehensive Practice and experienced in indoor air quality work. All reports will carry the CIH seal as part of the assurance of quality work.

## H. Quality Assurance

The contractor will utilize the services of one or more American Industrial Hygiene Association (AIHA) Accredited laboratories. Normal field and laboratory blanks will be taken and submitted for analysis. All laboratories must have rigorous in-house quality assurance programs which will be reviewed by the CIH to assure quality analysis. Airborne fiber levels analysis will be performed by the contractor through a person enrolled in the AIHA Asbestos Analysis Registry, which is individual accreditation to the level of the laboratory accreditation.

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

### Jackson Graham Building

#### I. Occupant Work Hours:

- A Official working hours for the Jackson Graham Building are 8:30 a.m. to 5:00 p.m., Monday through Friday, with exceptions as follows:
  - 1. The back-up Metrobus /Metrorail operations and maintenance control centers, Transit Police communications center, computer rooms, and communications equipment room on the B-1 Basement Level are occupied or shall be available 24 hours a day, seven (7) days a week.
  - 2. The computer rooms, offices, and technical shops on the B-3 basement level (north section) are occupied 24 hours a day, seven (7) days a week.
  - 3. The areas on the 5th Floor for Transit Police; which are occupied/used between the hours 5:00 a.m. to 11:30 p.m. each day, seven (7) days a week.
  - 4. Transit Police security stations on the Lobby level, garage entrance @ G. St. and the B-2 level are occupied twenty-four 24 hours a day, seven (7) days a week.
  - 5. Medical Services and Compliance Branch Suite #702, is occupied twenty-four 24 hours a day, seven (7) days a week.
  - 6. IT Helpdesk in 8C Corridor I is occupied twenty-four 24 hours a day, seven (7) days a week.

#### II. Property Manager/Operating Engineer Work Hours:

- A The Property Manager will be required to be on-site from 8:00 a.m. to 5:00 p.m., Monday through Friday and an Operating Engineer is required to be on-site, 24 hours a day, seven (7) days a week.
- B. With the exception of the Property Manager and Operating Engineers, the Contractor shall be required to have operating personnel on-site and available during the following hours to perform preventive maintenance functions, maintenance and architectural repairs, miscellaneous work, and respond to/take corrective actions for service calls:
  - 1. 6:30 a.m. to 3:00 p.m. and 3:00 p.m. to 11:30 p.m., Monday through Friday as a minimum, during official working hours.

#### III. Hours of Operation:

- A The normal operating characteristics for the building equipment and systems will be taken into consideration by the Contractor to ensure the environmental temperatures mandated by WMATA, during the official working hours, are met. This will necessitate starting and shutting down the building heating, ventilating and air-conditioning (HVAC) equipment at any hour based on weather conditions, which will provide the proper environmental conditions during those

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hours. This shall also apply to the requirement for providing chilled water to the adjacent Metrorail stations; Archives-Navy Memorial, Gallery Place-Chinatown, and Judiciary Square.

- B. Custodial, recycling, and utility personnel will be required to be on-site, as a minimum, during official working hours.

#### IV. Continuity of Operations:

- A. The Contractor fully recognizes that the services covered by the contract are vital to WMATA's mission; that continuity of the services must be maintained at the utmost proficiency without interruption; and the Contractor will maintain continuity of all services. The Contractor must prepare contingency plans in the event of a strike by his/her employees. The Contractor shall maintain, without interruption, the basic services defined in this contract.

#### V. Facilities Furnished by WMATA:

- A. Space within the building and furniture/furnishings for the Property Manager's office, to be used only in the performance of this contract, will be provided by WMATA. These facilities and furniture/furnishings shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or by the Contractor's employees.
- B. Space commensurate with the Contractor's personnel complement and operational requirements; including, locker space, lockers, tables, work benches, chairs, desks, etc., will be provided by WMATA.
- C. Space shall be assigned to the Contractor for the storage of bulk supplies, replacement parts, and the equipment that the Contractor will use in the performance of work under this contract. The Contractor shall maintain this space in a neat and orderly condition. WMATA will not be responsible in any way for damage to the Contractor's stored supplies, supplies and materials required for maintenance, replacement parts, or equipment.

1. Basement Level Three (8-3) Level	<u>Approx. Size</u>
Lockers, materials storage area and maintenance	849 sq. ft.
Carpentry, electrical, maintenance shop and storeroom	2,197 sq. ft.
Custodial contractor office, storeroom, and lockers	706 sq. ft.
Maintenance Contractor office	140 sq. ft.
2. <u>8th Floor</u>	

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Property Manager Office	96 sq. ft.
Assistant Property	72 sq.ft.
Manager Administrative	72 sq.ft.
Assistant	
3. Penthouse	
Operation Engineer/Staff Station	536 sq.ft.
Maintenance Shop/Storeroom	605 sq.ft.
Equipment	11,836 sq.ft.
Electrical and Mechanical Systems	<u>14,021 sq.ft.</u>
TOTAL	31,554 sq.ft.

### D. Equipment identified as follows will be furnished by WMATA:

1. Adequate telephone service will be provided for business purposes. WMATA will maintain and service the equipment; however, the Contractor shall reimburse WMATA, on a monthly basis, for all personal and non-project related local/toll calls, including facsimile machine and modem-connected calls. Alterations of telephone equipment or services are not permitted.
2. Three interior garage parking spaces are available at the Jackson Graham Building for Contractor use, for a nominal monthly charge (currently \$183.00-\$225.00 per space). The parking spaces will be reserved for the Contractor on a 24- hour, 7 day a week basis. The Authority will invoice for the parking fees on a monthly basis.
3. Initial inventory of hand tools for on-site staff.
4. Special test and shop equipment, as identified.

E. All utilities such as normal electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conducting the work, and hot and cold water as necessary.

### VI. General Description of Buildings, Systems, And Equipment to be maintained:

- A This is an eight (8) story building with three (3) basement levels and a penthouse located at 600 5th Street, N. W., Washington, D.C. The building is approximately 34 years old. The building functions as the Administrative Headquarters, a combined Metrobus/Metrorail Operational Control Center



TOCC) and Transit Police and Security (MTPD) Communications Center.  
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

B. The three basement levels of the building provide facilities for

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Metrorail/Metrobus computers and operational control centers, Transit Police Communications Center, multi-discipline communications equipment, administrative telephone system, administrative main frame computers/local area networks, disbursing office, and parking (approximately 195 spaces).

- C. The lobby level of the building contains the Authority's Board Room with associated caucus room, a general use meeting and function room, a vending area, a Metrobus/Metrorail fare media sales office, mail room, and customer support administrative offices (Identification Card units). Considerable public traffic passes through this area for such purposes as buying fare media, obtaining schedule information, and customer support.
- D. The Penthouse contains the electrical/mechanical equipment, radio equipment, energy management system, elevator control equipment, emergency power generating equipment, and chilled water system for the cooling system for the building and three adjacent Metrorail stations. Maintenance and operation of air handling and other associated equipment located in the stations is the responsibility of WMATA Contractor's responsibility for the chilled water and pneumatic lines supplying the stations terminates at the stop valves in the penthouse. The Contractor shall support WMATA staff during operations, maintenance, repairs, capital improvements and seasonal shut downs of the pneumatic and/or chilled water systems serving stations from the Jackson Graham Building. This includes, but is not limited to, operating the isolation valves for these systems, starting and stopping pumps, maintaining chilled water temperatures and flow, controlling pneumatic air humidity and maintaining adequate air supply and pressure.
- E. Total finished space is approximately 294,132 square feet. There are additional unfinished areas of approximately 93,252 square feet, and non-useable areas of approximately 34,037 square feet, with gross square footage totaling 421,421 square feet.
- F. The building has four (4) high speed, programmable passenger elevators, one (1) general freight/service elevator, and one (1) hydraulic (restricted) service elevator.
- G. The total building population at any given time is estimated at 1,300 employees.
- H. Building profile and information on equipment to be maintained is provided herein.

### VII. Critical Building Functions, Building Mechanical Equipment Operation and Maintenance:

- A. Operational Requirements: The Contractor shall have at least one (1) on-site operational engineer on duty 24 hours per day, 7 days per week, 52 weeks a year, including WMATA designated holidays. This operational engineer shall perform daily tours, at a minimum, to check condition of all air conditioning equipment, the computer/communications/control rooms' environmental equipment, critical systems, and all major pieces of operating equipment

including passenger elevator status conditions. All engineers (alternates, replacements, etc.) shall be trained to have a thorough knowledge of the buildings' characteristics and operating systems, so when failures/discrepancies occur, remedial action shall be initiated immediately.

- B. Emergency Generators: The Contractor shall operate emergency generators under simulated load conditions for one (1) hour each week and under full load conditions for a minimum of one (1) hour quarterly. Times for testing the emergency generators will be on a routine established schedule approved by the COTR; testing shall only occur between the hours of 10:00 p.m. and 4:00 a.m. This is inclusive of any maintenance and repairs which requires operating the generators. Log reports will be made available to COTR upon request.
- C. Indoor Air Quality Services: The Contractor shall provide full service air quality testing services on a quarterly basis within the Jackson Graham Building. Air samples will be taken in 2 locations on three (3) different floor levels each quarter. Additional samples for carbon monoxide and carbon dioxide are required in garage areas. The Contractor shall establish a schedule identifying locations/floors at the beginning of each contract year to ensure that each floor within both buildings has air samples taken at least 1 time during the year. The Penthouse of the Jackson Graham Building will be exempt from the quarterly air quality testing. The Authority reserves the right to change the location schedule during the contract year to address any occupant complaints.
- D. Emergency Management System (EMS)/Building Automation System (BAS) installed is a Tridium Niagara system comprised of set of two Java Application Control Engine (JACE) controllers programmed with site information. Each controller communicates through a CAT 5 communications cable through the house switching network to provide VPN access to the building automation network of control. On the down side of each JACE controller is a Local Operating Network (LON) of Distech Controls Lonmark programmable controllers made up of ECL-600, ECx410, ECL-413, ECL-203, and ECC-VAV controllers such that there are no more than 50 controllers on any LON loop. The LON controllers are all stand-alone controllers hence should they lose communication from the JACE, they will continue to perform their programmed functions. The LON controllers are the devices that have all the Input/output (IO) devices wired to them and they perform the output control and use the input information to maintain control of the systems being controlled. The system currently maintains control over Air Handling Units 1-16, Variable Air Volume Boxes 1-28 as currently numbered on the B1 and B3 levels, controls the building lighting from floors 2-8, monitors CO levels in the garage and can be set to control the exhaust fans in the garage, and monitors 22 Liebert computer room units. There are other miscellaneous points in the system such as outdoor air temperature and humidity and some differential pressure monitoring being conducted with the system. As part of the data that is made available with this system of control, the critical points of control are monitored and the data is trended within the controllers to maintain a history of data that will help determine problem areas of control and allow for accurate trouble shooting of systems. The system has a front end computer that provides access to all the system points through graphical representation of the systems and has alarm displays for points identified as important points to display alarms should critical

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values be reached. This system assists the maintenance staff and building operators to be more closely in touch with the building systems and their operation. Installation and training was completed in October 2013. Training consisted of two one day hands -on sessions for operating engineers, building maintenance personnel and managers. This Tridium Building Management System is user friendly and minimal computer experience is required to monitor and operate building systems.

- E. Service Calls: During the contract year ending June 30, 2009, approximately 12,514.75 contractor man-hours were expended to complete approximately 5,182 service related functions. These hours are in addition to scheduled work (facilities requests) and the performance of preventive maintenance. The noted hours are for estimating purposes only; and may not represent actual requirements during this contract.
- F. Elevator Maintenance and Inspections: The equipment to be maintained under this contract is listed in at the end of this document consists of:
  - 1. One Electro-hydraulic passenger elevator
  - 2. Four Electric passenger elevators (4 with Swift 5000 controllers)
  - 3. One Electric freight elevator
- G. Roofing, warranty information: Existing roofing system is not under warranty.
- H. Fire Alarm System: The base building fire alarm system developed by Edwards Systems Technology (Model ETS3) was installed in 2006 by ADT.

### VIII. Special Custodial Services, Recycling, Snow Removal, and Utility Work:

#### A Custodial Service

- 1. Health Unit ;including Drug Testing Room
  - (a) Weekly: Thoroughly scrub and disinfect counter top and cabinets within the Treatment Room. Items on counter top must be moved and placed back after cleaning.
  - (c) Bi-Weekly: Clean carpet with dry foam shampoo machine. (After normal business hours)
  - (d) Semi-Annually: Wash walls in waiting rooms, examination and treatment rooms. Walls will be free of streaks or spots. There will be no smudge spots. Molding on doors, windows will be clean.

#### 2. Penthouse

- (a) Quarterly: Sweep, wet mop dust and scrub as required.

All floor areas will be free of trash, debris, and foreign matter. No dirt will be left in corners, crevices or where sweepings were picked up.

All areas will be clean and free of dirt, string, gum, grease, tar, oil spots,

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etc., and present an overall appearance of cleanliness. All surfaces will be dry and corners clean.

All surfaces will be thoroughly dusted using treated dusting tools. Areas will be free of dust and dirt.

(b) Annually:

Paint Penthouse floor annually or more often if required due to Contractor work deteriorating the existing finish.

All floor areas will be painted in a professional manner giving a uniform finish to the area with paint and color approved by the Contracting Officer of his/her designee. Painting will be performed more often than semi-annually in the event that work in the area destroys the uniform appearance and finish.

B. Snow Removal and Quality Requirements: Snow removal shall be on a 24-hour basis; and before the building occupants report for work (5:00am, Mon - Fri.) and on a continuous basis thereafter.

C. Utility Work: The Contractor shall furnish twenty- four (24) man-hours a day, Monday through Friday, to perform utility type work. The work requirements for utility work will be specified by the COTR on a scheduled basis with a minimum of two (2) day notice and the work is to be accomplished on a timely basis. The utility work shall include, but is not limited to, the following activities:

1. Operation of the freight elevator
2. Servicing complaints and performing special cleaning required by vacating of space by building occupants; alterations to the building; special conferences; command center operations, clean-up work made necessary by toilet floods, and trash removal during, between and after command center operations, or similar occurrences. Command center services shall be coordinated through the COTR to accommodate the hours the command center is in operation at JGB.

### IX. Miscellaneous Services.

1. The Board Room and Meeting Room on the Lobby Level are used by the WMATA Board of Directors and by the various WMATA Departments and Offices for meetings, conferences, award ceremonies, presentations, public hearings, employment testing, special events, etc. The Contractor shall provide the necessary labor, on a business day basis, to set up and take down furniture items for the various functions.
2. Lobby Level: Setup for employee events, training and provide meeting support & daily dusting vacuuming & cleaning of this area. Bi-weekly shampooing of carpet. (After normal Hours).

### X. Equipment Furnished BY WMATA

1. The following data is for informational purposes only, intended to provide

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interested bidders with a general overview of the buildings features:

## (a) Building Equipment

### (a). Building Data

Building Name:	Jackson Graham Building
Building No: Height of Building:	600 5th St., N.W. 115.5 ft.
Population:	1,300 (Approx.)

### (b). Building Statistics

Gross Area:	437,644 Sq. Ft.
Area capable of Occupancy	258,647 Sq. Ft.
Corridors:	18,515 Sq. Ft.
Main Lobbies/Entrances:	10,123 Sq. Ft.
Board & Meeting Rooms:	6,911 Sq. Ft.
General Office:	221,080 Sq. Ft.
Storage Space:	1,723 Sq. Ft.
Health Unit Clinical:	600 Sq. Ft.
Garage and Ramps:	55,750 Sq. Ft.
Passenger Elevators:	5 Elevators

Freight Elevators:	1 Elevator
Escalators:	None
Toilets:	209 Fixtures
Windows (Exterior):	33,735 Sq. Ft. Windows
Venetian Blinds (Vertical):	28,575 Blinds
Stairways:	74 Flights
Loading Docks:	2,200 Sq. Ft.
Lobby Vending Area:	3,148
Customer Service:	2,929

NOTE: All figures are approximate. The Contractor shall verify all of the above during walk through or by field measurements.

### (c). Building Pumps

Type and/or Number	Horse Power	Gallons Per Minute
(1) Chilled Water Pump, No.1a Chiller #1	40	1,850
(2) Chilled Water Pump, No. 2a Chiller #2	40	1,850
(3) Chilled Water Pump, No. 3b Chiller #3	30	740
(4) Chilled Water Pump, No. 4 to Subway	100	1,800
(5) Chilled Water Pump, No. 5 to Subway	100	1,800
(6) Chilled Water Pump, No. 6 Building	20	925

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(7) Chiller Water Pump No. 7 Building		
(8) Condenser Water Pump No. 8 Chiller #1	75	3,000

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(9) Condenser Water Pump No. 8 Chiller #2	75	3,000
(10) Condenser Water Pump No. 9 Chiller #3	30	1,200
(11) Chilled Water Pump No. 13B Chiller #3	15	1,745

134A Refrigerant Leak Detection System Perm Alert Model #AT20C

## (d). Building Return and Exhaust Fans

Type and/or Number	Horse Power	Gallons Per Minute
(1) AC 1 Return Fan	50	109,000
(2) AC 2 Return Fan	50	86,500
(3) Storage Room Exhaust	1/6	755
(4) AC 4 Lobby (South Return)	2.0	6,250
(5) AC 5 Lobby (North Return)	1.0	3,700
(6) AC 6 Meeting Room Return	1.0	4,000
(7) AC 7 Board Room Return	2.0	5,500
(8) AC 8 Lobby Level Return	1/2	2,295
(9) B3 Elevator Room Return	1/6	250
(10) AC 10 Control Center Return	5.0	11,836
(11) AC 11,836 Admin Area Return	5.0	10,515
(12) AC 12 Revenue Return	1.5	4,370
(13) Revenue Toilet Exhaust	3/4	3,400
(14) Men's & Ladies Toilet Exhaust	3.0	10,500
(15) Basement Toilet Exhaust	1.0	4,015
(16) Garage Exhaust No. 16	10.0	26,000
(17) Garage Exhaust No. 17	10.0	26,250

## (e). Fan Coil Units

Type and/or Number	Size
Unit 22	20 Tons
Unit 23	20 Tons
Unit 23A	20 Tons
Unit 24	15 Tons
Unit 25	20 Tons
Unit 26	15 Tons
Unit 27	15 Tons
Unit 28	5 Tons
Unit 30	20 Tons
Unit 30A	15 Tons
Unit 31	5 Tons
Unit 32	5 Tons
Unit 32A	20 Tons
Unit 33	5 Tons
Unit 34	7.5 Tons
Unit 35	2.5 Tons



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Unit 35A	20 Tons
Unit 36	2.5 Tons
Unit 36A	15 Tons
Unit 37A	15 Tons
Unit 38A	20 Tons

## (f). Building Pumps and Miscellaneous Equipment

- (1) Three (3) City Water Booster Pumps with capacity of 100 to 200 Gallons per minute at 135 P.S.I.
- (2) Four Rinnai RUC98i tankless water heaters.
- (3) Two (2) Sets of Sewage Ejectors Duplex type with alternator.
- (4) Three (3) sets of Sump Pumps. Duplex type with alternators. Capacity ranges from 100 G.P.M. to 300 G.P.M. Horsepower range from 3 to 7-1/2.

## (h). Chillers

Chiller	Model	Capacity	Refrigerant
(1) Chiller No. 1	19XR-7072555EKS64	1000-Ton	134A
(2) Chiller No. 2	19XR-7072555EKS64	1000-Ton	134A
(3) Chiller No. 3	19XR-404235KDH64	400-Ton	134A
(6) Chiller No. 16	30GT 030 601	30-Ton	R-22

## (i). Building Cooling Towers Equipment

Equipment	Model
(1) Cooling Tower 1	BAC Model 15219- 4 (4 cells)
(2) Cooling Tower 2	BAC Model 15219- 4 (4 cells)
(3) Cooling Tower 3	BAC Model 15201-2 (2 cells)

## U). Garage Entrance Gates

B&B ARMR  
Corporation Model  
Model 712 Cable  
Crash Beam with  
Model 6120 Hydraulic  
Pumping Unit

## (k) Building Roof

Firestone EPDM  
System 40,230 s.f.

## (l). Air Handling Units/Supply Air Fans

Air Conditioning Unit	(3)	A	Horse Power 150
(1) AC - 1		C	125
(2) AC - 2		3	75

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Cu. Ft.

Minute

121,200

96,000

49,000

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(4)	AC - 4	7.5	6,945
(5)	AC - 5	7.5	5,645
(6)	AC - 6	5	4,685
(7)	AC - 7	3	6,520
(8)	AC - 8	7.5	3,290
(9)	AC - 9	10	12,070
(10)	AC - 10	25	13,335
(11)	AC - 11	25	11,836
(12)	AC - 12	10	6,250
(13)	AC - 13	1.5	2,330
(14)	AC - 14	1.5	2,750
(15)	AC - 15	2	6,200
(16)	AC - 16	5	3,100

## (m). Package A/C Units

Equipment	Type	Capacity
(1) A-07-1 (AC-35)	Liebert	20-Ton
(2) A-07-2	DATA C	20-Ton
(3) A-07-3	System 3	5-Ton
(4) A-07-4	Delux System	5-Ton
(5) A-07-5 (AC-29-A)	Liebert	15 Ton
(6) A-07-6 (AC-37)	Liebert	8 Ton
(7) A-07-7 (AC-39)	Liebert	15 Ton
(8) A-07-8 4 units	Minimatic	N/A
(9) A-07-9	Sanyo	5 Ton
(10) A/C 21	Liebert	20 Ton
(11) A/C 42	Liebert	50 Ton
(12) A/C 39	Trane	12 Ton
(13) A/C 40	Trane	24 Ton
(14) A/C 52	Mitsubishi	1 Ton
(15) A/C 51	Mitsubishi	2 Ton
(16) A/C 46	Fujitsu	2.5 Ton
(17) A/C 45	Fujitsu	2.5 Ton
(18) A/C 44	Fujitsu	1 Ton
(19) A/C 53	Fujitsu	1 Ton
(20) A/C 47	Fujitsu	2.5 Ton
(21) A/C 48	Fujitsu	2.5 Ton
(22) A/C 49	Mitsubishi	2.5 Ton
(23) A/C 50	Mitsubishi	2.5 Ton
(24) A/C 54	Mitsubishi	3 Ton
(25) A/C 55	Mitsubishi	3 Ton
(26) A/C 56	Mitsubishi	3 Ton

## (n). Elevators

Equipment	Type/Capacity
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- |     |                               |            |
|-----|-------------------------------|------------|
| (1) | Four (4) Passenger - Electric |            |
|     | Manufacturer                  | Otis       |
|     | Controls                      | TAC SO     |
|     | Capacity                      | 3,000 lbs. |
|     | Levels                        | 11         |
|     |                               |            |
| (2) | One (1) Passenger - Hydraulic |            |
|     | Manufacturer                  | Otis       |
|     | Capacity                      | 4,000lbs   |
|     | Levels                        | 4          |
|     |                               |            |
| (3) | One (1) Freight - Electric    |            |
|     | Manufacturer                  | Otis       |
|     | Capacity                      | 4,000      |
|     | Levels                        | 11         |
- (o) Electrical System: Two (2) 3 phase PEPCO feeders @ 13.8 KVOLTS, feed four (4) Square D switchboards (480 volts) through four (4) 2000 KVA transformers. The emergency switchboard system consists of two (2) 350KW, V-8, Cummings Diesel generators and (1) 350KW inline 6-cylinder generator-feeding switchboard PC.
- (p) Compressed Air System: Three (3) Quincy Model No. 350 air compressors provide control air for both the Jackson Graham Building and three (3) subway stations.
- (q) Seven (7) Honeywell Adjustable Frequency Drive Systems.
- (r) Tridium Niagara Building Automation System (BAS). This equipment controls and monitors lighting, air handlers, chillers, and air intake louver operations plus auto-dialing of maintenance personnel for equipment failures and trouble shooting.
- (s) One (1) remote Filtrine (ES-40-RFCA-F22) Drinking Water Chiller.
- (t) Six (6) Porta-Cool (24,000 BTU) Air Conditioning Units.
- (u) Canteen Equipment: Ice machine, Manitowoc, Model QFA291.

### 2) Building Tools/ Equipment

The following equipment/test equipment will be furnished to the Contractor by WMATA. The Contractor will be responsible for maintenance of these items, except for the calibration of test equipment. WMATA shall calibrate the test equipment at no cost to the

Contractor: All items lost or damaged by the Contractor will be replaced at no cost to WMATA. The following data is for informational purposes only and contractor must verify during walk-thru.

# WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

## (a). Control Equipment

ITEM	MANUFACTURER	MODEL #
Multimeter	Simpson	260
Pressure Calibrator	Taylor	445390
Flow Meter Calibrator	Taylor	445369
Air Data	Shortridge Inst.	ADM-8600
Flowhood	Shortridge Inst.	8400
Flowmeter	Polysonics	MST - P
Psychrometer	Vista Scientific	784
Air Velocity Meter	Omega	HH - 615
Drill	Black & Decker	1910 Type 1
Port. Master Meter	Barco	BAL1000-00-01
Ultrasonic Leak	Ultraprobe	2000
True RMS Meter	Fluke	87

## (b). High Voltage Test Equipment

ITEM	MANUFACTURER	MODEL #
Breaker Tester	Multi-Amp	63463 -
Amprobe Multi-Tester	Amprobe	918599
Power Factor Meter	TIF	9388
Megohmmeter	Biddle	2100400
Voltage Detector (Hotstick)	EII	237
Solid State Trip	EII	681751001-1
Low Resistance	Biddle	
Ohmmeter		
Power Analyzer	Electro Industrial	DMMP100

## (c). B-3 SHOP Equipment

ITEM	MODEL #
Craftsman Router	113-23920
Craftsman Plainer	113-20680d
Air Compressor 150 PSI	06-153783
Craftsman Table Saw	NA
Wilton Drill Press	1736057
10" Miter Saw	TS-2310
3/4" HP Bench Grinder	397-19451
Craftsman 10" Radial Saw	C48BP113 Class B
Vacu Seal	4366M-HD
New Hermes Computer Monitor	NA

# WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

New Hermes Vanguard 5000	NA
Law Master Safety Saw	NA
B-4 Beveler	B4-00010443
Craftsman Belt Sander	31511720
Router Craftsman	315-17380
Ridgid K-50 Snake	84-48150
Ridgid K-50 Snake	90-71128
Shop Vac	G2094
Hilti TE22	73793
Milwaukee Band Saw Portable	0457167707
Sawzall	NA
Ryobi 3/8" Cordless Screw Driver	1025CR
Little John Tractor (2)	LJ500
Tenant Power Scrubber	27066
Dayton 40/2 Charger	DC Battery
Drywall Screwgun	2660
MSA Kwik Drain/Pump	NA
Ultrasonic Lens Cleaner	7000
Dayton 14" Band Saw	NA
Graymills Part Washer	PL32-A
Trowel (4)	
Dewalt Y2" Drill	1PZ14

## (d) Electrical Shop Equipment

ITEM	MODEL #
Simpson OHM Meter	260
Biddle Megger	213579
24' Upright Hydraulic Lift	UL 24/30

## (e) Penthouse Equipment

ITEM	MODEL #
Goodway Tube Cleaner	RAM-3
Dayton Steam Machine	42426
"V" Master Hydraulic Crane	VM1000
Ruger Hydraulic Crane	60
Ridgid Pipe Machine	300
Black & Decker Bit Sharpener	4300
Duff 1 Ton Chain Hoist	LHH-1A
Duff 3/4" Lever Hoist	LSB-1500
Milwaukee Sawzall	6517
Red Head Roto Hammer	700
Kinetic Water Ram	"E"

# WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Lugall Chain Fall	280
Ridgid Pipe Stand	NA
ZEP Parts Cleaner	NA
Sears Grinder	397-19450
Ingersoll Rand 1/2" Elec Hammer Gun	8049
Black & Decker 1/2" Drill	1315-10
Dayton Oil Pump	5K987C
Dayton Angle Grinder	62831
Arc Welder	Miller
K-50 Drain Snake	NA
7/16-1 1/2" Socket Set	Dayton
59 piece Tap & Die Set	Dayton
Vacuum Pump	Robinair
O & Gas Tank/2 "B" Tank & Lip	NA
1/4 hp Bench Grinder	Dayton
5500 Gas Leak Detector	T.I.F.
Electronic Thermometer	Annie
6" Step Ladder	NA
10" Step Ladder	NA
24"Extension Ladder	NA
First Aid Kit	Zee
Bench Vise	NA
2-Door, Cabinet	Weber
Flammable Liquid Locker	NA
Hand Truck/Dolly	NA
18" Pipe Wrenches	NA
12" Pipe Wrench	NA
2" Bolt Cutter	NA
Paddle Crane (NA Vermette)	1012A
Dayton Wire Feed Welder	NA
Welch Vacuum Pump	NA
Carrier Total claim Refrigerant Recovery/recycle unit	NA
Dayton Electric Hoist (2,000 lbs.)	NA



**Stone Straw Building**

I. Occupant Work Hours:

- A Official working hours for the Stone Straw Building are 7:30 a.m. to 4:00 p.m., Monday through Friday.

11. Property Manager/ Operating Engineer Work Hours:

- A Operating Engineer is required to be on-site Monday through Friday from 7:30 a.m. to 4:00 p.m.
- 2. With the exception of the Property Manager and Operating Engineers, the Contractor shall be required to have operating personnel on-site and available during the Occupant Work Hours to perform preventive maintenance functions, maintenance and architectural repairs, miscellaneous work, and respond to/take corrective actions for service calls:

III. Hours of Operation:

- A The normal operating characteristics for the building equipment and systems will be taken into consideration by the Contractor to ensure the environmental temperatures mandated by WMATA, during the official working hours, are met. This will necessitate starting and shutting down the building heating, ventilating and air-conditioning (HVAC) equipment at any hour based on weather conditions, which will provide the proper environmental conditions during those hours.
- B. Custodial, recycling, and utility personnel will be required to be on-site, at a minimum, during official working hours.

IV. Continuity of Operations:

- A The Contractor fully recognizes that the services covered by the contract are vital to WMATA's mission; that continuity of the services must be maintained at the utmost proficiency without interruption; and the Contractor will maintain continuity of all services. The Contractor must prepare contingency plans in the event of a strike by his/her employees. The Contractor shall maintain, without interruption, the basic services defined in this contract.

V. Facilities Furnished by WMATA:

- A Space within the building, commensurate with the Contractor's personnel complement and operational requirements; including, locker space, lockers, tables, work benches, chairs, desks, etc., will be provided by WMATA
- B. Space in the building will be assigned to the Contractor for the storage of bulk supplies, replacement parts, and the equipment that the Contractor will use in the performance of work under this contract. The Contractor shall maintain this space in a neat and orderly condition. WMATA will not be responsible in any way for damage

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

to the Contractor's stored supplies, supplies and materials required for maintenance, replacement parts, or equipment.

<u>1. Basement Level</u>	<u>Approx. Size</u>
On-site Contractor's Space	959 sq. ft.
TOTAL:	959 sq. ft

2. One outside parking space is provided at the Stone Straw Building free of charge.

### VI. General Description of Buildings, Systems, And Equipment to be Maintained:

- A This is a five-story building with one (1) basement level located at 900 Franklin Street, N.E., Washington, D.C. 20017-3428. The building is approximately 75 years old. The building functions as WMATA's administrative multi-purpose warehouse facility, Printing Operations and Records Center. It also is used for storage of surplus furniture and equipment, storage of excess property awaiting disposal, and Construction Plans/Distribution functions.
- B. The building has one (1) freight elevator, one (1) passenger elevator, HVAC equipment, electrical switchgear, and one (1) emergency generator.
- C. The facility is steam heated and partially air-conditioned. The age of the building systems require a high degree of service and preventative maintenance.
- D. Total finished space is 22,531 square feet. There are additional unfinished areas of 42,317 square feet, and non-useable areas of 1,180 square feet, with gross footage totaling 66,028 square feet.
- E. Total population of the building is approximately fifty (50) full-time employees who work normal office hours, Monday through Friday, with frequent overtime evenings and/or Saturdays. Approximately an equal number of MTPD Officers report to and train in this building, at the beginning and end of duty shifts.
- F. Building profile and information on equipment to be maintained is provided herein.

### VII. Critical Building Functions, Building Mechanical Equipment Operation and Maintenance:

- A Operational Requirements: The Contractor shall have at least one (1) on-site building engineer on duty 2-shifts in a 12 hour period a day, 5 days per week. This operational engineer shall perform daily tours, at a minimum, to check condition of all air conditioning equipment, the computer/communications/control rooms' environmental equipment, critical systems, and all major pieces of operating equipment including passenger elevator status conditions. All engineers (alternates, replacements, etc.) shall be trained to have a thorough knowledge of the buildings' characteristics and operating systems, so when failures/discrepancies occur,

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

remedial action shall be initiated immediately.

- B. Emergency Generator. The Contractor shall operate the emergency generator under full load conditions for one (1) hour each month. Times for testing the emergency generator will be on a routine established schedule approved by the COTR. This is inclusive of any maintenance and repairs which requires operating the generator. Log reports will be made available to COTR upon request.

- C. Boiler

- D. Indoor Air Quality Services. The Contractor shall provide full service air quality testing services on a quarterly basis. Air samples will be taken in 2 locations on 3 different locations each quarter. The Contractor shall establish a schedule identifying locations/floors at the beginning of each contract year to ensure that each floor within both buildings has air samples taken at least 1 time during the year. The Print Shop will be tested each quarter. The Authority reserves the right to change the location schedule during the contract year to address any occupant complaints.

- E. Service Calls: During the contract year ending June 30, 2009, approximately 12,514.75 contractor man-hours were expended to complete approximately 5,182 service related functions. These hours are in addition to scheduled work (facilities requests) and the performance of preventive maintenance. The noted hours are for estimating purposes only; and may not represent actual requirements during this contract.

- F. Elevator Maintenance and Inspections: The equipment to be maintained under this contract is listed in at the end of this document consists of: Please verify information

- 1. One Electro-hydraulic passenger elevator
  - 2. One Electric freight elevator

- G. Roofing, warranty information: Existing roofing system is under manufacturer (Firestone) warranty until 9 May 2017.

- H. Fire Alarm System: The base building fire alarm system developed by Edwards Systems Technology (Model ETS3) was installed in 2006 by ADT.

### VIII. Special Custodial Services, Recycling, Snow Removal and Utility Work:

- A. Special Custodial Services:

- B. Snow Removal and Quality Requirements

- Remove all snow and ice from all entrances, steps, landings, sidewalks, handicap ramps, vehicular courts, and approaches:

- Snow removal and before the building occupants report for work (5:00am, Mon - Fri.) and on a continuous basis thereafter at the Stone Straw Building

- A. Custodial Services

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

The Contractor is responsible for providing a dumpster. The dumpster (or substitute) will be removed and emptied five times per week.

### VIII. Equipment Furnished BY WMATA

The following data is for informational purposes only, intended to provide interested bidders with a general overview of the buildings features:

(A). Building Data  
Building Name: Stone Straw Building  
Building No: 900 Franklin St., N.E.  
Height of Building: 72 ft.  
Occupancy: 50

(B). Building Statistics Gross  
Area: 68,812 sq.ft.  
Occupiable Area: 55,494 sq.ft.  
Corridors: 600 sq.ft.  
Main Lobbies/Entrances: 240 sq.ft.  
Print Plant: 9,593 sq.ft.  
Loading Docks: 410 sq.ft.  
General Office: 6,355 sq.ft.  
Storage Space: 32,056 sq.ft.  
  
Passenger Elevators: 1  
Freight Elevators: 1  
Toilets: 26 Fixtures  
Windows (Exterior): 110 Windows  
Stairways: 22 Flights

Building Fire Alarm System

\* The base building fire alarm system developed by Edwards Systems Technology (Model ETS3) was installed in 2009 by ADT.

NOTE: ALL FIGURES ARE APPROXIMATE

### (C) Equipment Location and Data

(1) AHU #1  
Unit Location: In closet at end of 2nd floor annex bldg.  
1st door on left before you enter side door to print shop.  
  
Manufacturer: York  
Model No. 1002

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

- |                   |                                                               |
|-------------------|---------------------------------------------------------------|
| Serial No.        | D-344316                                                      |
| Voltage:          | 240-460 AMP 36.1                                              |
| Breaker Location: | On 1st floor of main bldg. in panel on right of conveyor belt |
| Model No.:        | Pacer, 1746 RPM, 1.6HP                                        |
| Type & AMP:       | 1-57 (type) 5/2.5 AMP                                         |
| Lubrication:      | Grease fittings                                               |
| Filter Info:      | Frame SZ 16x20x1 4 used                                       |
| Belt Size:        | 65" x 1/2                                                     |
| Control T-stat:   | Just outside return air duct in hallway.                      |
| Area Serviced:    | 2nd floor annex                                               |
| Condensers Loe:   | On roof of annex                                              |
- (2) AHU # 2
- |                      |                                                      |
|----------------------|------------------------------------------------------|
| Unit Location:       | Room 204A ceiling                                    |
| Manufacturer:        | Carrier                                              |
| Model No.            | 40BABBITT009300                                      |
| Serial No.           | 8527582                                              |
| Voltage              | 115-208                                              |
| Bearing Info:        | Sealed                                               |
| Motor Size:          | 1 HP, 13.4, 6.7 AMP, 6                               |
|                      | Note: Has no filter banks                            |
| Area Serviced:       | 2nd Floor TOI                                        |
| Thermostats Located: | On wall to left (entering through door) of shop area |
| Condenser Location:  | On roof of annex                                     |
| Model No.            | 38BABBITT008510                                      |
| Serial No.           | 8285925                                              |
| Voltage:             | 230 3 HP                                             |
| Motor HP:            | 1/2 HP                                               |
| Note:                | 480 high pressure<br>150 low pressure                |
- (3) AHU#3 Condensers
- |               |                 |
|---------------|-----------------|
| Manufacturer: | Trane           |
| Model No:     | RAUCC60ECP131   |
| Serial No:    | J97K83671       |
| Voltage:      | 206/230 3 Phase |
- (4) RTU #1
- |                  |                          |
|------------------|--------------------------|
| Location         | Roof, N.W. corner        |
| Manufacturer:    | Heatex                   |
| Model No.        | E-RHXC-2B/C-30/22-12,800 |
| Serial No.       | 97143                    |
| Voltage          | 208 3-Phase              |
| Compressor Motor | #4DR 13000TXK            |

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

- |      |                     |                                   |
|------|---------------------|-----------------------------------|
| (5)  | RTU #2              |                                   |
|      | Location            | Roof, West side                   |
|      | Manufacturer:       | Carrier                           |
|      | Model No.           | 40RM                              |
|      | Tonnage             | 10                                |
| (6)  | RTU #3              |                                   |
|      | Location            | Roof, East side                   |
|      | Manufacturer:       | York                              |
|      | Model No.           | E2CH090A25A                       |
|      | Serial No.          | NLXM158604                        |
|      | Voltage             | 208 3-Phase                       |
| (7)  | RTU #4              |                                   |
|      | Location            | Roof, East side                   |
|      | Manufacturer:       | York                              |
|      | Model No.           | H2CA 180A25B                      |
|      | Serial No.          | NMXM160306                        |
|      | Voltage             | 208 3-Phase                       |
| (8)  | Roofing             | Firestone EPDM System 13,791 s.f. |
| (9)  | EMERGENCY GENERATOR |                                   |
|      | Location            | First floor, N.E.corner           |
|      | Manufacturer:       | Kohler                            |
|      | Model No. Serial    | 180R07 581                        |
|      | No.                 | 276565                            |
|      | KVA                 | 225                               |
|      | RPM's               | 1800                              |
|      | Spec. #             | 189922-81                         |
|      | Fuel                | Diesel                            |
| (10) | BOILER              |                                   |

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Location	Basement Well-
Manufacturer: Type	McClain Cast Iron
Voltage 220v	Sectional
Fuel	
Burner	Natural Gas Iron
Fuses	Fireman 2
Aux	Twenty amp
	2 cond tanks
	2 cond pumps
	.5 hp, 220v, 11.5 amps
(11) Passenger Elevator	
Manufacturer	Century, No. 430H
Capacity	1,200 lbs.
Control Levels	LOEHR 3 Ph AC Motor 6
(12) Freight Elevator	
Manufacturer	Century, No.740H
Capacity	20,000 lbs.
Control	LOHER 3 Ph AC Motor Levels 6

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

### Paul S. Sarbanes (Silver Spring) Transit Center

#### I. Occupant Work Hours:

- A Operational hours for the Paul S. Sarbanes Transit Center are 4:00 a.m. to 2:00 a.m., Monday through Friday and 4:00 a.m. to 3:30 a.m. on Saturday and Sunday. The TRIPS commuter store located on the 2<sup>nd</sup> level operates Monday through Friday 7:00 a.m. to 5:00 p.m.

#### II. Property Manager/ Operating Engineer Work Hours:

- A The Contractor shall provide necessary Property Manager / Operating Engineer oversight of the facility during operational hours and as required by any work to be accomplished as required by the contract.
- B. Contractor shall be required to have operating personnel available during the Occupant Work Hours to perform preventive maintenance functions, maintenance and architectural repairs, miscellaneous work, and respond to/take corrective actions for service calls.

#### III. Hours of Operation:

- A The normal operating characteristics for the building equipment and systems will be taken into consideration by the Contractor to ensure the environmental temperatures mandated by WMATA, during the official working hours, are met. This will necessitate starting and shutting down the building heating, ventilating and air-conditioning (HVAC) equipment at any hour based on weather conditions, which will provide the proper environmental conditions during those hours.
- B. Custodial and recycling personnel will be required to be scheduled to be on-site, at a minimum, during official working hours.

#### IV. Continuity of Operations:

- A The Contractor fully recognizes that the services covered by the contract are vital to WMATA's mission; that continuity of the services must be maintained at the utmost proficiency without interruption; and the Contractor will maintain continuity of all services. The Contractor must prepare contingency plans in the event of a strike by his/her employees. The Contractor shall maintain, without interruption, the basic services defined in this contract.

#### V. Facilities Furnished by WMATA:

- A Space within the building, commensurate with the Contractor's personnel complement and operational requirements; including, locker space, lockers, tables, work benches, chairs, desks, etc., will be provided by WMATA. Final assignment to be developed and approved by COTR.
- B. Space in the building will be assigned to the Contractor for the storage of bulk



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supplies, replacement parts, and the equipment that the Contractor will use in the performance of work under this contract. The Contractor shall maintain this space in a neat and orderly condition. WMATA will not be responsible in any way for damage to the Contractor's stored supplies, supplies and materials required for maintenance, replacement parts, or equipment.

1. <u>300 Level</u>	<u>Approx. Size</u>
On-site Contractor's Space	300 sq. ft.
TOTAL:	300 sq. ft.

2. One outside parking space provided at the Transit Center K&R upper level to be shared with WMATA service vehicles.

### VI. General Description of Buildings, Systems, And Equipment to be Maintained:

- A. The Transit Center is a three-level building consisting of two levels of bus plates with adjoining incidental use areas, police substation, waiting/ticketing areas and top level Kiss & Ride lot and taxi stands located at 8404 Colesville Road, Silver Spring, MD 20910. The building is approximately 2 years old. The building functions as a regional transportation transit center serving WMATA, Montgomery County Ride-On Bus, University of Maryland Shuttle and access to MARC train service and the Metropolitan Branch Trail.
- B. The center contains four (3) passenger elevators, four (4) escalators, HVAC equipment, electrical switchgear, and one (1) emergency generator.
- C. The majority of the facility is open air bus service lanes with limited interior spaces heated and air-conditioned. The center is partially provided with an automatic sprinkler system - generally for the interior ancillary rooms and spaces.
- D. The facility includes exhaust gas evacuation system comprised of lower level plenum spaces and mechanical jet fan systems to clear excessive gas buildup from the bus plate areas.
- E. Total interior space is 9,743 square feet, comprising both finished and unfinished spaces on levels 305 and 330. Bus plate facility space of 88,135 square feet on level 305 and 85,725 square feet on level 330 and 55,583 square feet on level 350 resulting in total gross square footage of 239,186 square feet.
- F. Full time occupancy level is approximately 10 people. Due to the center serving various bus routes, TRiPs store, transit drivers, road supervisors and others, transient occupancy will fluctuate.
- G. Building profile and information on equipment to be maintained is provided herein.

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

### VII. Critical Building Functions, Building Mechanical Equipment Operation and Maintenance:

- A. Operational Requirements: The Contractor shall have at least one (1) operating engineer, 5 days per week, at a minimum, to make daily tours to check condition of all air conditioning equipment, computer/communications/control rooms' environmental equipment, critical systems, and all major pieces of operating equipment including passenger elevator and escalator status conditions. All engineers (alternates, replacements, etc.) shall be trained to have a thorough knowledge of the buildings' characteristics and operating systems, so when failures/discrepancies occur, remedial action shall be initiated immediately.
- B. Emergency Generator. The Contractor shall operate the emergency generator under full load conditions for one (1) hour each month. Times for testing the emergency generator will be on a routine established schedule approved by the COTR. This is inclusive of any maintenance and repairs which requires operating the generator. Log reports will be made available to COTR upon request.
- C. Indoor Air Quality Services. The Contractor shall provide full service air quality testing services on a quarterly basis. Air samples will be taken in a single location on a different location each quarter. The Contractor shall establish a schedule identifying locations/floors at the beginning of each contract year to ensure that each floor within the interior space of the building has air samples taken at least 1 time during the year. The Authority reserves the right to change the location schedule during the contract year to address any occupant complaints.
- D. Elevator Maintenance and Inspections: The equipment to be maintained under this contract is listed in at the end of this document consists of:
  - 1. Three 3-stop electro-hydraulic passenger elevators
  - 2. Four bull gear escalators
- E. Roofing, warranty information: Existing roofing system is under manufacturer warranty.
- F. Fire Alarm System: The building fire alarm system is Model ES3 by Edwards Systems Technology.

### VIII. Special Custodial Services, Recycling, Snow Removal and Utility Work:

- A. Special Custodial Services:
  - 1. Contractor shall ensure that site policing and site facilities are kept neat and orderly throughout the day and evening operational hours. Contractor to schedule custodial services accordingly. Schedule submitted to COTR for approval.
- B. Snow Removal and Quality Requirements
  - 1. Remove all snow and ice from all entrances, steps, landings, sidewalks, handicap ramps, vehicular courts, and approaches
  - 2. Removal of snow and ice from Kiss and Ride level shall not involve dumping

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

over parapet walls to ground below.

3. Snow removal shall begin before regular operational hours begin and on a continuous basis thereafter until storms subside and accumulation ceases.

### VIII. Information Furnished BY WMATA

- A. The following data is for informational purposes only, intended to provide interested bidders with a general overview of the buildings features. All figures to be verified by bidders and are approximate:

1. Building Data:

- a. Building Name Paul S. Sarbanes Transit Center
- b. Location Colesville Road, Silver Spring, MD
- c. Height of Building 45 feet
- d. Occupancy (FTE) 10

2. Building Statistics

- a. Gross Floor Area: 239,186 square feet
- b. Passenger Elevators 3
- c. Passenger Escalators 4
- d. Plumbing Fixtures 23
- e. Building Fire Alarm Edwards EST3

- B. Equipment Information and Data: Note – information obtained from design documentation and O&M. Contractor to verify in field.

1. Indoor Central Station Air Handling Unit AHU #1

- a. Unit Location Mech/Elec Room 126
- b. Manufacturer Trane
- c. Model No. MCCB021
- d. Voltage 460 3 phase
- e. Cooling total capacity 365 MBh
- f. Coil design airflow 9000cfm
- g. Heating capacity (Indeeco) 10Kw
- h. Variable Frequency Drive TR200

2. PTAC #1

- a. Unit Location Supervisors Kiosk Level 305
- b. Manufacturer Amana
- c. Model No.
- d. Serial No.
- e. Voltage
- f. Thermostat

3. PTAC #2

- a. Unit Location Supervisors Kiosk Level 305
- b. Manufacturer Amana
- c. Model No.
- d. Serial No.
- e. Voltage

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

- f. Thermostat
- 4. PTAC #3
  - a. Unit Location Mechanical Room 143
  - b. Manufacturer Trane
  - c. Model No. PTHE 15
  - d. Serial No.
  - e. Voltage
  - f. Thermostat
- 5. PTAC #4
  - a. Unit Location Mechanical Room East
  - b. Manufacturer Trane
  - c. Model No. PTHE 15
  - d. Serial No.
  - e. Voltage
  - f. Thermostat
- 6. Air Cooled Chiller CH-1
  - a. Unit Location Area Well, Level 330
  - b. Manufacturer Motivair
  - c. Model No. MPCA 5000-SP
  - d. Serial No.
  - e. Voltage 460 3 phase
  - f. Tonnage
  - g. Refrigerant R407C
- 7. Variable Air Volume Single Duct Terminal Units
  - a. VAV-1 (tag)
    - i. Manufacturer Trane
    - ii. Model VCEF05
    - iii. Inlet 5"
    - iv. CFM 350
    - v. Voltage 277 Single phase
    - vi. Electric heat capacity 2.0kW
    - vii. Stages 2 equal
  - b. VAV-2 (tag), VAV-6 (tag), VAV-9 (tag)
    - i. Manufacturer Trane
    - ii. Model VCEF04
    - iii. Inlet 4"
    - iv. CFM 225
    - v. Voltage 277 Single phase
    - vi. Electric heat capacity 1.0kW
    - vii. Stages 2 equal
  - c. VAV-3 (tag), VAV-13 (tag)
    - i. Manufacturer Trane
    - ii. Model VCEF08
    - iii. Inlet 8"
    - iv. CFM 900
    - v. Voltage 277 Single phase

# WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

vi.	Electric heat capacity	7.0kW
vii.	Stages	2 equal
d.	VAV-4 (tag)	
i.	Manufacturer	Trane
ii.	Model	VCEF08
iii.	Inlet	8"
iv.	CFM	900
v.	Voltage	277 Single phase
vi.	Electric heat capacity	4.5kW
vii.	Stages	2 equal
e.	VAV-5 (tag)	
i.	Manufacturer	Trane
ii.	Model	VCEF05
iii.	Inlet	5"
iv.	CFM	350
v.	Voltage	277 Single phase
vi.	Electric heat capacity	2.5kW
vii.	Stages	1
f.	VAV-7 (tag)	
i.	Manufacturer	Trane
ii.	Model	VCEF10
iii.	Inlet	10"
iv.	CFM	1400
v.	Voltage	277 Single phase
vi.	Electric heat capacity	1.5kW
vii.	Stages	2 equal
g.	VAV-8 (tag)	
i.	Manufacturer	Trane
ii.	Model	VCEF05
iii.	Inlet	5"
iv.	CFM	350
v.	Voltage	277 Single phase
vi.	Electric heat capacity	2.5kW
vii.	Stages	2 equal
h.	VAV-10 (tag)	
i.	Manufacturer	Trane
ii.	Model	VCEF06
iii.	Inlet	6"
iv.	CFM	500
v.	Voltage	277 Single phase
vi.	Electric heat capacity	3.0kW
vii.	Stages	2 equal
i.	VAV-14 (tag)	
i.	Manufacturer	Trane
ii.	Model	VCEF12
iii.	Inlet	12"
iv.	CFM	2000
v.	Voltage	277 Single phase
vi.	Electric heat capacity	7.5kW
vii.	Stages	2 equal

# WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

- j. VAV-15 (tag), VAV-16 (tag)
  - i. Manufacturer Trane
  - ii. Model VCCF10
  - iii. Inlet 10"
  - iv. CFM 1400
  - v. Electric heat capacity non - cooling only
- k. VAV-11 ALT (tag)
  - i. Manufacturer Trane
  - ii. Model VCEF08
  - iii. Inlet 8"
  - iv. CFM 900
  - v. Voltage 277 Single phase
  - vi. Electric heat capacity 3.0kW
  - vii. Stages 2 equal
- l. VAV-12 ALT (tag)
  - i. Manufacturer Trane
  - ii. Model VCEF10
  - iii. Inlet 10"
  - iv. CFM 1400
  - v. Voltage 277 Single phase
  - vi. Electric heat capacity 5.5kW
  - vii. Stages 2 equal
- m. VAV-17 ALT (tag), VAV-18 ALT (tag)
  - i. Manufacturer Trane
  - ii. Model VCEF04
  - iii. Inlet 4"
  - iv. CFM 225
  - v. Voltage 277 Single phase
  - vi. Electric heat capacity 1.0kW
  - vii. Stages single
- 8. Building Automation System
  - a. Manufacturer Trane
  - b. System Tracer
- 9. Emergency Generator
  - a. Location Area Well Level 330
  - b. Manufacturer
  - c. Model No.
  - d. Serial No.
  - e. KVA
  - f. RPM's
  - g. Fuel
- 10. Axial Fans
  - a. EF-1 (tag)
    - i. Manufacturer Greenheck
    - ii. Model CSP-A
  - b. EF-2 (tag)
    - i. Manufacturer Greenheck

# WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

ii.	Model	CSP-A
c.	EF-4 (tag)	
i.	Manufacturer	Greenheck
ii.	Model	SE-1
d.	EF-5 (tag)	
i.	Manufacturer	Greenheck
ii.	Model	SE-1
e.	RF-1 (tag)	
i.	Manufacturer	Greenheck
ii.	Model	QEI
iii.	Drive	Belt
f.	VEF-1 C (tag)	
i.	Manufacturer	Greenheck
ii.	Model	
iii.	Drive	Direct
g.	VEF-S (tag)	
i.	Manufacturer	Greenheck
ii.	Model	
iii.	Drive	Direct
h.	VEF-3 (tag)	
i.	Manufacturer	Greenheck
ii.	Model	
iii.	Drive	Direct
i.	JF-1 (tag) through JF-15	
i.	Manufacturer	Aerovent
ii.	Model	Type W
iii.	Type	Vaneaxial adjustable pitch wheel
iv.	Drive	Direct
11. Backflow Preventers		
a.	BFP-1	
i.	Unit Location	Janitors Room 218
ii.	Manufacturer	Watts
iii.	Model	909
b.	BFP-2, BFP-3	
i.	Unit Location	Mech/Elec Room 126
ii.	Manufacturer	Watts
iii.	Model	909
c.	BFP-4, BFP-5, BFP-6	
i.	Unit Location	Water Meter Room 260
ii.	Manufacturer	Watts
iii.	Model	909

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

### 12. Elevators

- a. E01
  - i. Manufacturer
  - ii. Model
  - iii. # of Stops 3
- b. E02
  - i. Manufacturer
  - ii. Model
  - iii. # of Stops 3
- c. E03
  - i. Manufacturer
  - ii. Model
  - iii. # of Stops 3

### 13. Escalators

- a. ESC 01
  - i. Manufacturer Kone
  - ii. Model Transit 180
  - iii. Type Bullgear
- b. ESC 02
  - i. Manufacturer Kone
  - ii. Model Transit 180
  - iii. Type Bullgear
- c. ESC 03
  - i. Manufacturer Kone
  - ii. Model Transit 180
  - iii. Type Bullgear
- d. ESC 04
  - i. Manufacturer Kone
  - ii. Model Transit 180
  - iii. Type Bullgear



**SMALL BUSINESS LOCAL PREFERENCE PROGRAM (SBLPP)**

**ATTACHMENT A**

***NOTICE OF REQUIREMENTS  
FOR  
SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)***

***November 2016***

**~ Applies only to contracts involving COMPACT jurisdictional (operating) funds only.**

## **APPENDIX C**

### **SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)**

#### **1. SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP) REQUIREMENT:**

The requirements of the Authority's SBLPP policy and procedures shall apply to this contract. Accordingly, the Contractor shall carry out the requirements of the Authority's Procurement Procedures Manual and this Appendix in the performance of this non-federally funded contract.

#### **2. POLICY:**

The Washington Metropolitan Area Transit (WMATA) Board of Directors approved and adopted Resolution #2005-45 in May 2003 for the implementation of the Small Business and Local Preference Program (SBLPP) and its amended requirements on April 23, 2011. The Board mandated that the program provide small and local businesses located in the District of Columbia, the State of Maryland, and the Commonwealth of Virginia be given an opportunity to compete for non-federally funded procurement actions.

#### **3. EVALUATION REQUIREMENTS:**

- (a) When a Small Local Business is competing, contracting personnel shall add a factor of five percent to the quotes or bids received from any firms that are not Small Local Businesses. The five percent factor shall only be added to the quote or bid for evaluation purposes. It shall not be added to the actual price reflected on any purchase order or contract.
- (b) The evaluation of quotes or bids may occur on a line item basis, groups of line items, or for the total value of the procurement, as appropriate by procurement. If individual line items are not easily separable without compromising the integrity of the total requirement or the cost effectiveness of the solicitation, then evaluation should occur for the total value of the procurement.
- (c) If a tie occurs between bids from a Small Local Business and a firm that is not a Small Local Business, the award should be made to the Small Local Business. If a tie occurs between bids from a Local Business and a firm that is not a Local Business, the award should be made to the Local Business.
- (d) Determinations of price fairness and reasonableness will be made inclusive of the five percent factor, if applicable. A procurement action shall not be awarded if the cost to the Authority exceeds the fair market price, and the price cannot be determined to be fair and reasonable.

#### **4. DEFINITIONS:**

- (a) **Appendix C.** The Notice of Requirements for Small Business and Local Preference Program (SBLPP), which when attached to a solicitation, implements the requirements of the Authority's SBLPP policies and procedures in the award and administration of operating funded Authority contracts.
- (b) **Bidder.** A party submitting a bid in response to this solicitation/invitation for bid.

- (b) **Certified SBLPP.** Is a for-profit small business concern, whose eligibility is evidenced by a current SBLPP certification letter issued by WMATA's Disadvantaged Business Enterprise Office. Certification must be obtained by the deadline of bid/proposal submittal.
- (d) **COMPACT Jurisdictions.** Jurisdictions of the District of Columbia, the State of Maryland, and the Commonwealth of Virginia.
- (e) **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.
- (f) **Good Faith Efforts.** Efforts to encourage SBLPP participation or other requirements of the Authority's SBLPP Program which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- (g) **Joint Venture.** An association of an SBLPP 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 SBLPP 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) **Local Business.** A firm that self-certifies it is located in the District of Columbia, State of Maryland, or Commonwealth of Virginia.
- (i) **Offeror.** A party submitting a proposal in response to this solicitation.
- (j) **Proposal.** A submission by an offeror to the solicitation that, if accepted by the Authority, would bind the offeror to perform the resultant Contract.
- (k) **Small Business Concern.** With respect to firms seeking to participate as SBLPP's, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration implementing regulations (13 CFR Part 121).
- (l) **Small Local Business.** A firm that is a Local Business and self-certifies that it is a small business, as defined by the U.S. Small Business Administration.
- (m) **WMATA.** Washington Metropolitan Area Transit Authority, also known as the "Authority" or "Metro", the transit system (rail and bus) serving the District of Columbia, including parts of Virginia and Maryland.

## 5. **BIDDER/PROPOSAL REQUIREMENTS (WITH THE BID/PROPOSAL):**

The bidder/proposer shall submit its SBLPP certification documentation with its bid/proposal. Any bidder/proposer who fails to complete and return this information with its bid/proposal shall be deemed to be not responsive and may be ineligible for contract award.

## **SUMMARY OF SUBMITTALS**

### **Bidder/Proposal Requirements (Apparent Successful Bidder/Offeror)**

All SBLPPs must submit a copy of their current SBLPP certification letter issued by WMATA's DBE Office at the same time of your bid/proposal submittal.

## **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.