



Washington Metropolitan Area Transit Authority

Request for Proposals

[Non-Federal]

Title: Environmental Consulting Services

Solicitation No.: 0000010095

Contract Type: Firm Fixed Price IDIQ Contract

Contract ID: CEMIH255008

Open Date: Sep 23, 2025 22, 2025 01:00 PM

**Pre-Proposal Conference Date: Oct 03, 2025 3,
2025 10:00 AM**

Question Due Date: Oct 09, 2025 2025 5:00 PM

Proposal Due Date: Oct 17, 2025, 2025 5:00 PM

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NOTICE TO OFFERORS

SUBJECT: RFP No. 0000010095

The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified contractor to provide consulting expertise and support services to the Authority's environmental management and compliance programs.

NOTE:

This RFP [X] Does [] Does Not include Minority Business Enterprise (MBE) requirements.

This RFP [] Is [X] Is Not being issued as a Small/Micro Business set aside for response from small certified businesses only.

If you have any technical, contractual, or administrative questions, please e-mail them to smorel@wmata.com no later than October 6, 2025. If an amendment(s) is issued resulting from questions and answers, it will be posted on the WMATA Supplier Portal. Please adhere to the question deadline for proposing any questions. All questions must be in writing and may be responded to through amendment(s).

Your proposal must be received with all required submittals as stated below in the RFP, no later than **05:00 PM, Oct 17, 2025**

IN ORDER TO ENSURE THAT YOUR PROPOSAL COMPLIES WITH THE AUTHORITY'S PROCUREMENT PROCEDURES AND THAT IT WILL BE ACCEPTABLE TO THE AUTHORITY, THE FOLLOWING **FORMS MUST BE COMPLETED, SIGNED (IF INDICATED) & SUBMITTED AS SPECIFIED BELOW WITH YOUR PROPOSAL:**

PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS --

- ✓ PRICE SCHEDULE- **VOLUME I**
- ✓ TECHNICAL PROPOSAL- **VOLUME II**
- ✓ SOLICITATION, OFFER & AWARD FORM - **VOLUME III**
- ✓ REPRESENTATIONS AND CERTIFICATIONS- **VOLUME III**
- ✓ PRE-AWARD EVALUATION DATA- **VOLUME III**
- ✓ ACKNOWLEDGMENT OF AMENDMENTS (IF ANY)- **VOLUME III**
- ✓ PROOF OF INSURANCE ELIGIBILITY - **VOLUME III**
- ✓ APPENDIX B-2 (IF APPLICABLE) - **VOLUME III**
- ✓ APPENDIX C (IF APPLICABLE) - **VOLUME III**
- ✓ APPENDIX D - **VOLUME II**

NOTE: Please ensure you upload your proposals under the correct Volume and Identify the corresponding title using the drop-down arrow on the WMATA Supplier Portal.

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

Please provide a name and email address of the Point of Contact for your proposal in case the Contract Administrator has any questions.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SOLICITATION, OFFER AND AWARD

SOLICITATION		
SOLICITATION ID: 0000010095 CONTRACT ID: CEMIH255008	SOLICITATION TYPE: RFP	Date Issued: September 23, 2025 at 12:00 AM22, 2025
ISSUED BY: Howerton, Yvonne F, Contracting Officer Shameeka Morel, Contract Administrator	ADDRESS: Washington Metropolitan Area Transit Authority Office of Procurement and Materials 300 7th Street, SW 5th Floor Washington, DC 20024	CONTACT INFORMATION: Shameeka Morel Contract Administrator, at smorel@wmata.com

All proposals are subject to the following:

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

OFFEROR			
Name and Address (Street, City, County, State, and zip code)	Email Address		
	Phone Number		
	DUN & BRADSTREET ID Number		
☐ Check if remittance is different from above -- enter such address in Schedule			
Name and Title of Person Authorized to Sign Offer (Print or Type)			
Signature		Offer Date	
AWARD (To be completed by WMATA)			
ACCEPTANCE AND AWARD ARE HEREBY MADE FOR THE FOLLOWING ITEM(S):			
ITEM NO.	QUANTITY	UNIT	UNIT PRICE

Name of Contracting Officer (Print or Type)

SIGNATURE

AWARD DATE

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION **RFP# 0000734**

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

SOLICITATION INSTRUCTIONS

1. COMMON TERMINOLOGY

The Washington Metropolitan Area Transit Authority (WMATA) shall use electronic commerce whenever practicable or cost-effective. The use of terms commonly associated with paper transactions (e.g., "copy," "document," "page," "printed," "sealed envelope," and "stamped") shall not be interpreted to restrict the use of electronic commerce. Where necessary, Contracting Officers may also supplement the electronic transactions by using other media of transmission to meet the requirements of any contract action governed by these procedures (e.g., correspondence by email, or to transmit hard copies of drawings). The term 'solicitation' shall refer to this Request for Proposals (RFP).

2. SUBMITTING ELECTRONIC PROPOSALS

- a.** Electronic proposals submitted through the WMATA Supplier Portal are required during the open solicitation period. It is important to pay special attention to the solicitation requirements for submitting your proposal. Proposals will not be permitted after the stated solicitation closing time.
- b.** All proposals will be submitted in a format that identifies the specific solicitation number and title. All formats are accepted except for ZIP, EXE, DLL and XLSM.
- c.** The electronic proposal must contain Offeror's full name, address, phone number, and e-mail address.
- d.** Offerors will be unable to submit a proposal, regardless of format, after the established deadline for the solicitation has passed. Please be sure to verify the proposal deadline and review all amendments.
- e.** When proposals are submitted electronically, the Office of Procurement & Materials (PRMT) will be notified automatically by a system-generated e-mail, immediately upon receipt. This e-mail will be anonymous so as not to identify the vendor.
- f.** Notices sent out from the electronic solicitation system will be sent to the Offerors' designated e-mail addresses. However, each Offeror is responsible for viewing the most current updates and amendments posted on WMATA's Procurement Opportunities

webpage. To ensure that all such notices are received, you must make sure that your profile email addresses are up to date.

- g.** All proposals will be electronically dated, and time stamped upon receipt by the system currently in use by WMATA.
- h.** Submitted proposals will remain unopened by WMATA until the scheduled proposal due date and time.
- i.** WMATA will not be responsible for any delay of delivery, including delays related to e-mail programs, servers, or acts of nature.
- j.** If you have questions concerning the e-procurement process, contact our Procurement IT Team at prmt_suppliersupport@wmata.com. Also include the assigned Contract Administrator, whose name and contact information are included in the solicitation.
- k.** Costs incurred for developing proposals in anticipation of award are the responsibility of Offeror and shall not be charged to WMATA.

3. PROPOSAL FORMAT

- a.** Electronic proposals shall be divided into 3 volumes. All volumes shall have the RFP number, the proposer's identity, volume number, and volume title printed on a cover page. Volumes shall be individually uploaded in the following order:
 - i)** Volume I -- Cost/Price -- consists of the Offeror's cost/price proposal
 - ii)** Volume II -- Technical -- consists of Offeror's technical proposal in compliance with the SOW. (Shall not include cost/price information)
 - iii)** Volume III -- Contractual -- consists of signed solicitation documents to include Representations, Certifications, Pre-Award Data Form, Certificate(s) of Insurance and any other signed contractual documents.
- 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 wants to ensure 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 and Certifications, Pre-Award Data Form, Certificate(s) of Insurance, and acknowledgement of any amendments.
- e.** 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.

- f. However, If Offeror takes exceptions to WMATA's terms and conditions, or any other requirement(s) of this RFP, the Offeror should be aware that the Contracting Officer may deem Offeror's proposal unacceptable, at his or her discretion.

4. INTRODUCTION

This solicitation is intended to seek proposals from qualified firms who can satisfy the requirements in order to award a contract to perform services and/or provide the supplies as described in the Statement of Work (SOW). Since this is a Best Value solicitation, award of a Contract hereunder shall be to the offeror whose proposal provides the best overall value to the Authority, based upon application of the evaluation criteria set forth in herein.

The Authority contemplates award of a firm fixed price contract. Unless otherwise specified in the Price Schedule, the Authority reserves the right to make multiple awards pursuant to this solicitation.

5. GOODS TO BE FURNISHED/SERVICES TO BE SUPPLIED

In preparing 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.

6. PREPARATION OF OFFERS

- a. Offerors shall furnish all information requested by the solicitation and, in so doing, are expected to examine the solicitation and all referenced documents carefully. Failure to do so will be at the Offeror's risk.
- b. Offeror shall sign the Solicitation, Offer and Award form 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 proposal.
- c. In preparing the proposal, the 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, container charges or other expenses bond premiums or any other expenses incidental to the work, including, authorized travel expenses, as well as expenses for compliance with Federal, state or local laws or regulatory requirements. WMATA does not pay for travel within the Metro transit zone (DC, MD and VA). Travel costs may only be included if authorized by the Statement of Work (SOW). All prices are deemed to be Free on Board (F.O.B.) Destination.

7. 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 Scope of Work, and Contract drawings, must be requested in writing with sufficient time allowed for a reply to reach all Offerors before the proposal due date. 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 as the proposal due date. All such requests must be submitted via e-mail to the Contract Administrator. Include the solicitation number and Contract title in any correspondence.

- b. Any information that WMATA furnishes to a prospective Offeror relating to this 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 offers, or lack of such information would be otherwise prejudicial to other prospective Offerors.
- c. 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 WMATA, will not be binding upon WMATA. WMATA 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.

8. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS

- a. WMATA reserves the right to amend any of the terms of this solicitation or the Contract prior to the proposal due date. Copies of any such amendments will be furnished via email to all prospective Offerors.
- 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 proposal, the proposal due date 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 proposal due date.
- c. In the event of an amendment, all other terms and conditions of the solicitation shall remain unchanged.

9. 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 proposals. Failure to do so may, at the Contracting Officer's discretion jeopardize the offeror's right to have its proposal reviewed by the Authority.

10. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn via email to the Contract Administrator, if received prior to the due date for proposals. WMATA reserves the right to accept any proposal in its possession as of the due date. Proposals may not be withdrawn 120 days after the proposal due date without the Contracting Officer's written approval.

11. RECEIPT AND REVIEW OF OFFERS BY WMATA

- a. There will be no public opening of offers for this solicitation. Offers will be opened by the designated WMATA representative. All reasonable efforts will be made to ensure

confidentiality of the information contained in the offers, consistent with applicable provisions of law and WMATA's Public Access to Records Policy ("PARP").

- b.** WMATA may award a Contract on the basis of the initial offers as evaluated in accordance with the Evaluation Criteria, without discussions. Accordingly, the initial offer should contain Offeror's best terms from both a price perspective and be technical perspective.
- c.** The Contracting Officer may, in his or her discretion engage in oral or written clarifications with one or more offerors regarding the Authority's understanding of the proposals. In order to engage in discussions, the Contracting Officer shall first make a determination regarding the initial proposals that he or she deems to be within the competitive range for Contract award. The Contracting Officer may conduct price discussions with all Offerors submitting proposals that are within the competitive range.
- d.** The "competitive range" is defined as a group of those proposals determined during the RFP evaluation process to have a reasonable chance of being selected for award based on cost/price and other factors as stated in the Evaluation Criteria in the Special Terms and Conditions. Offerors who submit these proposals are chosen for additional discussions and negotiations. Only the most highly rated offers, with a reasonable chance of award will be admitted into the competitive range. The Contracting Officer will notify those Offerors eliminated from the competitive range. The Contracting Officer may provide a debriefing to any unsuccessful Offeror that submits a written request for a debriefing.
- e.** The Contracting Officer may, following such discussions, direct those Offerors remaining within the competitive range to submit revised proposals and/or Best and Final Offers ("BAFOs"). In such instances, the Contracting Officer shall award the Contract based upon his or her review of the BAFOs in accordance with the Evaluation Criteria contained in the Special Terms and Conditions. Nothing contained herein shall limit, modify or impair the Contracting Officer's right to engage in any additional oral or written discussions or other communications relating to the solicitation that may, be consistent with the Authority's best interests.

12. PRICE PROPOSAL EVALUATION.

- a.** The Contracting Officer will evaluate proposals for reasonableness, completeness, and realism as appropriate. Costs will be evaluated in terms of the following:
 - i)** Submittal of proposed prices for both the base year(s) and the option year(s), if any;
 - ii)** Any offer that is materially unbalanced may be rejected. An unbalanced offer is one that is based on prices that are significantly overstated for some items and understated for other items;
 - iii)** The Contracting Officer will compare the offers to WMATA'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.** Offeror shall provide certified cost or pricing data if the Contracting Officer requests it.

13. TECHNICAL PROPOSAL EVALUATION

FOR BEST VALUE RFPs:

- a. WMATA will evaluate technical proposals in accordance with the "Evaluation Criteria and Basis For Award" under the Special Terms and Conditions and render an assessment as to the overall technical merit of the proposal. The proposals failure to demonstrate that it meets or surpasses an acceptable level with respect to any such element may result in a determination that the proposal is unacceptable and thus ineligible for award.

14. PROPOSAL MISTAKE

- a. An Offeror who seeks to withdraw its proposal subsequent to solicitation closing due to a claimed mistake or error in its preparation shall notify the Contracting Officer, in writing, immediately upon realizing the mistake. Such notification must set forth the details of, and explanation for, the claimed mistake. The Contracting Officer shall evaluate the claimed mistake and determine whether Offeror will be permitted to withdraw its proposal. A proposal may not be withdrawn before 120 days after proposal closing without the Contracting Officer's written approval.
- b. In the event of an apparent discrepancy between any unit price and its associated extended price, the unit price will be presumed to be correct. The Contracting Officer may award a Contract to a successful Offeror based upon the unit price, subject to the additional terms of this clause.
- c. An Offeror claiming a mistake shall, at the Contracting Officer's request, appear before the Contracting Officer to provide testimony and/or documentation that may include Offeror's computation sheets and calculations, to assist in WMATA's determination.
- d. Nothing contained herein shall preclude the Contracting Officer from allowing an Offeror to cure a deficiency in an otherwise acceptable proposal where he or she determines that such deficiency is in the nature of a minor informality or irregularity.

15. PRE-AWARD INFORMATION/CONTRACTOR RESPONSIBILITY

- a. In order to be eligible for award of a Contract, an Offeror must affirmatively demonstrate to the Contracting Officer's satisfaction that it is responsible for purposes of contract award. Such demonstration must include a showing that it maintains the requisite integrity, overall technical expertise and experience, (including prior performance on other WMATA contracts or contracts with other agencies/authorities), and sufficient financial resources to perform the Contract in a timely, satisfactory and appropriate manner. Failure to demonstrate responsibility may result in rejection of Offeror as non-responsible.
- b. The Contracting Officer may conduct a pre-award survey and/or take other actions to obtain information regarding the Offeror's responsibility. The offeror 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, the Contracting Officer shall review the following:
 - i) A completed and signed "Pre-Award Evaluation Data" form (copy attached), including all referenced financial statements and information; and
 - ii) Evidence that the Offeror's past performance on contracts with WMATA or other authorities/ agencies was acceptable.
 - iii) Evidence that the Offeror is not suspended, debarred, proposed for debarment or otherwise excluded from receiving Federal awards in the System for Award Management (SAM) at www.sam.gov.
- d. The Offeror's failure to supply this information or otherwise fully cooperate with WMATA's inquiry may result in a determination that the offeror is not responsible for purposes of this solicitation and thereby ineligible for award.

16. REQUIREMENT FOR COST DATA FOR CONTRACT AWARD

WMATA may require the successful Offeror to submit cost data in sufficient detail to permit analysis of the cost elements which make up the proposal prices. In such instances, the successful Offeror may, at the discretion of WMATA, be subject to audit.

17. PRE-AWARD MEETING

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

18. RESTRICTION ON DISCLOSURE AND USE OF DATA

WMATA 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 offer the following legend:

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

19. ENGLISH 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 English.
- b. All pricing shall be in United States dollars.

20. EQUAL EMPLOYMENT OPPORTUNITY

In order to be eligible for award of a Contract pursuant to this solicitation, Offeror will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

21. REQUEST FOR RECORDS

WMATA regularly receives requests for records from the public. It is WMATA's policy to make official agency records, including electronic records, available to the public, unless specifically prohibited by WMATA's PARP or applicable laws.

- a. "Records" means any existing writings, drawings, maps, recordings, tapes, film, microfilm, correspondence, forms, cards, photographs, optical disks, photocopies, 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 or agent.
- b. After award of this Contract, WMATA may release and/or post the name of the successful Offeror and the amount of the award in the ordinary course of business. 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 provide WMATA with redacted copies of its technical and price proposals with confidential and proprietary information redacted. Redactions shall be made only to those portions or pages of the proposal that the successful Offeror claims are confidential. By identifying portions or pages of the proposal as confidential, the successful Offeror warrants that it customarily and actually treats the identified portions or pages as confidential. If the successful Offeror's proposal is responsive to a PARP request, WMATA will require Offeror to sign a statement affirming that Offeror customarily and actually treats as confidential all information redacted by Offeror. If any of Offeror's redactions are challenged through a PARP appeal or otherwise, the Offeror shall assist WMATA in defense of its redactions and reimburse WMATA for any and all damages, liabilities, fees, and other costs incurred by WMATA in defense of Offeror's redactions.
- d. Requests for Records that are not made available during the procurement or debriefing process will be submitted in accordance with the PARP. Requests must be in writing and sent by mail to the PARP Administrator, Legal Department 7E, Washington Metropolitan Area Transit Authority P.O. Box 44390 Washington, D.C. 20026-4390, or by electronic mail at parp@wmata.com or by facsimile to the attention of the PARP Administrator at (202) 962-2550. If a request for records is sent directly to a Contract Administrator, department, or independent office, that entity shall immediately forward the request to the PARP Administrator in the Legal Department. 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.
- e. 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:

- i) The names of unsuccessful Offerors;
 - ii) The technical and price proposals of unsuccessful Offerors;
 - iii) 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;
 - iv) WMATA's technical evaluation of any proposals submitted to WMATA pursuant to a solicitation;
 - v) The names of the vendors who file a protest to the solicitation or its award;
 - vi) The written adjudication of any protests;
 - vii) Personal information concerning WMATA's employees;
 - viii) Trade secrets and confidential commercial or financial information obtained from an offeror; and
 - ix) Unit price details of the successful price proposal (this does not include the bottom line price, which is released);
- f. 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

- g.** Information that may be withheld/redacted:
 - i)** Detailed pricing except bottom line offer amounts;
 - ii)** Trade secrets;
 - iii)** Unique proprietary solutions not publicly known;
 - iv)** Employee/personnel names below the executive level; however, information regarding qualifications of employees is released; and
 - v)** Subcontractor/vendor identities, if not publicly known.
- h.** Public information subject to release:
 - i)** Any information on your company's website;
 - ii)** Publicly known information (even if not on your company's website);
 - iii)** General company background;
 - iv)** Mere compliance with RFP requirements; and
 - v)** Anything standard to the industry.

22. NOTICE OF PROTEST POLICY

- a.** WMATA's procedure for the administrative resolution of protests is set forth in Chapter 17 of WMATA's Office of Procurement & Materials Best Practices Manual (BPM). The procedures contain strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters.
- b.** The basis on which FTA will review a grantee's protest decision is defined in Chapter 17 of the BPM and in FTA Circular 4220.1F as may be updated from time to time. FTA will generally exercise discretionary jurisdiction over cases deemed to involve issues important to the overall third-party contracting program. FTA's decision to decline jurisdiction over a protest does not imply approval of or agreement with the Authority's decision or that FTA has determined that this Contract is eligible for Federal participation.
- c.** Alleged violation(s) must be submitted to the Contracting Officer who will administratively decide the protest.
- d.** Nothing contained herein or in the FTA Circular shall be construed to define WMATA as a federal agency. Legal action, if permitted, contesting WMATA's decisions is governed by the Washington Metropolitan Area Transit Authority Compact, Pub. L. No. 89--774, 80 Stat. 1324 (1966), as amended. Nothing herein shall be construed as a waiver of any of WMATA's immunities from suit.

23. WMATA'S TAX EXEMPT STATUS

- a.** Pursuant to Section 78 of WMATA's Compact, as adopted by the District of Columbia (D.C. Official Code § 9-1107.01 et seq.), the State of Maryland (Md. Transportation Code §10-

204), and the Commonwealth of Virginia (Code of Virginia § 33.2-3100 et seq.) and consented to by the U.S. Congress in Pub. L. 89-774, 80 Stat. 1324 as amended, WMATA has been accorded exemption from taxes as follows: "WMATA 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.** WMATA shall not be required to pay late charges, fines or any form of pre-judgment interest.
- c.** By submitting the proposal, Offeror certifies that none of the taxes that WMATA is exempt from are included in its proposal.
- d.** WMATA shall not be responsible for social security taxes, other employment taxes, income tax, gross receipts taxes or franchise taxes imposed on the Contractor.
- e.** The Contractor shall notify the Contracting Officer within in 30 days of discovery, (or within 30 days of when an event should have been discovered), of matters that may have resulted in an over charge to WMATA because of inclusion of taxes in the Contract price from which WMATA is exempt under this clause and shall take action as the Contracting Officer directs. WMATA 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.

PRE-AWARD EVALUATION DATA

PROJECT DESCRIPTION: Environmental Consulting Services

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 Three (3) 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 past year.
9. In the last two (2) years has your firm been denied an award where it was the successful 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 successful 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) previous two years of financial statements and letters from banks regarding credit as required by "Pre-Award Information" clause.
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" clause.

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: _____

TECHNICAL SPECIFICATIONS -- SCOPE OF WORK

1. BACKGROUND

The Office of Environmental Management and Compliance (EMAC) is responsible for oversight and implementation of the Authority's environmental management and compliance programs and the overall management of design, construction, operation and maintenance of environmental systems including wastewater, storm water, asbestos, air emissions, groundwater and soil remediation, underground and aboveground storage tanks, monitoring equipment, control equipment, information systems, sampling and testing, and anything related to environmental compliance. EMAC is part of the Washington Metropolitan Area Transit Authority's (WMATA, or "the Authority") Department of Safety and Environmental Management (SAFE) which is responsible for corporate safety and environmental management. This contract is to provide specialized support services for environmental regulatory requirements AND industrial hygiene programs.

2. SCOPE OF SERVICES

The Authority requires a contractor to provide consulting and support services to the Authority's environmental management and compliance programs. This work includes consulting expertise to the Authority's policies and procedures, including performing surveys and assessments, developing and implementing sampling plans and corrective actions, conducting compliance audits and planning studies, and documenting its work through draft and final reports. The contractor shall respond to a wide variety of regulatory compliance and engineering tasks that may require specific expertise, including, but not limited to, environmental science, geotechnical, civil, structural, mechanical, electrical, engineering, and industrial hygiene. The contractor will provide operations and maintenance support for environmental remediation, pretreatment and other systems as required, and will provide engineering assistance in the preparation and/or review of plans for the construction of new facilities, the modification of existing facilities, and the abandonment and/or closure of facilities no longer used by the Authority.

3. REQUIREMENTS

3.1 The contractor shall provide services encompassing the following eleven (11) service categories:

- 3.1.1 Site Assessment and Remediation;
- 3.1.2 Environmental Permits;
- 3.1.3 Inspections;
- 3.1.4 Pollution Control Systems;
- 3.1.5 Pollution Prevention;
- 3.1.6 Aboveground Storage Tank (AST) and Underground Storage Tank (UST) Systems;
- 3.1.7 Industrial Hygiene Services and Building Hazard Mitigation;
- 3.1.8 Environmental Emergency Response Actions;
- 3.1.9 Technical Support for Environmental Plans;

3.1.10 Environmental Information Systems; and

3.1.11 Sustainability. Recommend innovative building strategies for high performance buildings and low impact development;

Support the development, maintenance, and promotion of sustainable practices throughout Authority operations.

3.2 Service Categories

3.2.1 Site Assessment and Remediation: Assist the Authority in preparing site assessment and site characterization reports required by various federal, state, and local environmental enforcement agencies when there has been discharge of hazardous or non-hazardous substances into the environment, including but not limited to the following:

3.2.1.1 Performing physical inspection and investigation at the site of the discharge;

3.2.1.2 Developing plans for investigating the discharge;

3.2.1.3 Installing monitoring and observation wells, equipment and devices;

3.2.1.4 Sampling and analyzing soil, vapors, groundwater, water and air for contamination;

3.2.1.5 Conducting surveys and other tests to develop data to complete the assessments in accordance with regulatory direction;

3.2.1.6 Developing and implementing monitoring plans;

3.2.1.7 Preparing assessment reports and supporting documentation, including background analytical results, identification and evaluation of contaminants, migration pathways, and the costs of remediation;

3.2.1.8 Providing engineering and technical assistance to review, install and start up remediation systems;

3.2.1.9 Conducting operation and maintenance of remediation systems, providing recommendations for more efficient system operation, implementing system upgrades, and providing closure documents at the completion of remediation; and

3.2.1.10 Assisting the Authority in negotiating with federal, state, and local environmental regulatory agencies throughout assessment and remediation projects.

3.2.2 Environmental Permits: Provide technical expertise and support on environmental permit requirements. Develop and gather technical data, conduct investigations, inventories, audits and surveys, prepare documentation and provide technical assistance to the Authority in the preparation and filing of permit applications with, and permit compliance reporting documents to, various

federal, state and local environmental enforcement authorities that include but are not limited to the following:

- 3.2.2.1 Facility storm water discharges;
- 3.2.2.2 Facility wastewater discharges;
- 3.2.2.3 Hazardous materials use and storage;
- 3.2.2.4 Hazardous waste disposal activities;
- 3.2.2.5 Non-hazardous waste disposal activities;
- 3.2.2.6 Building permits;
- 3.2.2.7 Oil operations;
- 3.2.2.8 Air emissions for various WMATA buildings and projects; and
- 3.2.2.9 New permits that may be required by the implementation of regulations or changes to the Authority's operations and maintenance activities.

3.2.3 Inspections: Conduct inspections in compliance with regulatory and permit requirements and best management practices. Prepare and submit draft and final copies of reports. Inspections include but are not limited to stormwater, hazardous waste, industrial wastewater, air, underground and aboveground storage tanks.

3.2.4 Pollution Control Systems: Provide engineering and technical expertise to review new or upgrade existing pollution control systems, perform control equipment programming, provide system startup, testing and evaluation, complete routine system operations and maintenance, regularly review system operation, provide recommendations for more efficient system operation and implement the upgrades, provide data acquisition and evaluation related to system operation and provide electronics and system programming support. This may include:

- 3.2.4.1 Industrial wastewater pretreatment systems;
- 3.2.4.2 Storm water management systems;
- 3.2.4.3 Air emission control systems;
- 3.2.4.4 Groundwater discharge control systems;
- 3.2.4.5 Groundwater remediation systems; and
- 3.2.4.6 Other pollution control systems.

3.2.5 Aboveground (AST) and Underground Storage Tank (UST) Systems: Provide engineering and technical assistance to the Authority regarding the compliance of its AST and UST systems with regulatory requirements, including but not limited to the following:

- 3.2.5.1 Preparing reports and notifications regarding the installation and removal of AST or UST systems;
- 3.2.5.2 Sampling, analysis, and other technical assistance in determining the presence of contamination in the area of excavated USTs;
- 3.2.5.3 Coordinating specialized inspections of installations for regulatory compliance;
- 3.2.5.4 Monitoring tanks and acquiring data to demonstrate operation and compliance; and
- 3.2.5.5 Developing recommended procedures and policies to ensure Authority compliance.
- 3.2.5.6 Providing support to regulatory required inspections and preparing documentation to support corrective actions.

3.2.6 Industrial Hygiene Services and Building Hazard Mitigation: Identify, evaluate and manage environmental factors, including physical and chemicals hazards, that may impair the Authority's workplaces, including physical hazards such as noise, dust, silica, temperature extremes, illumination extremes, and ionizing or non-ionizing radiation, and building hazards such as asbestos-containing materials, lead-based paint, mold, mercury lamps, polychlorinated biphenyls (PCB) ballast and ionization smoke detectors. Tasks may include but are not limited to the following:

- 3.2.6.1 Investigating workplaces for hazards and potential dangers;
- 3.2.6.2 Sampling, monitoring and assessment of physical, chemical or environmental hazards in the workplace;
- 3.2.6.3 Developing recommendations on improving the safety of workers;
- 3.2.6.4 Communicating identified hazards, associated risks, and appropriate personal protective equipment;
- 3.2.6.5 Preparing management plans and abatement plans, including updating asbestos management plans (all facilities have been surveyed for asbestos, but specialized survey work may be required);
- 3.2.6.6 Reviewing the Authority's policies and procedures;
- 3.2.6.7 Developing worker protection plans; and
- 3.2.6.8 Preparing Safety Bulletins.

3.2.7 Pollution Prevention: Provide expertise in pollution prevention and waste minimization applicable to all operations at the Authority, including but not limited to:

3.2.7.1 Identifying alternative or substitute products and processes;

3.2.7.2 Testing and evaluating alternative products and processes;

3.2.7.3 Identifying recycling opportunities; and

3.2.7.4 Conducting audits at various facilities.

3.2.8 Environmental Emergency Response Actions: Provide engineering and technical response services to environmental regulatory emergencies at Metrorail, Metrobus and support facilities, including but not limited to:

3.2.8.1 Reviewing regulatory requirements;

3.2.8.2 Performing site characterizations and evaluations;

3.2.8.3 Implementing corrective actions and decontamination support;

3.2.8.4 Performing waste contractor audits; and

3.2.8.5 Preparing documentation of response action.

3.2.9 Technical Support for Environmental Plans and Reports: Develop and gather technical data, conduct investigations, inventories, audits and surveys, prepare drawings and reports and provide technical assistance to the Authority in the preparation and submission of consolidated plans and reports that comply with federal, state and local regulatory requirements in at least the following areas:

3.2.9.1 Environmental regulatory audits;

3.2.9.2 Spill prevention, control and countermeasures plans;

3.2.9.3 Hazardous materials management plans;

3.2.9.4 Hazardous waste contingency plans;

3.2.9.5 Slug control and spill plans;

3.2.9.6 Waste minimization plans;

3.2.9.7 Waste management plans;

3.2.9.8 Storm water pollution prevention plans;

3.2.9.9 Superfund Amendments and Reauthorization Act (SARA) Tier II reports;

3.2.9.10 Air emission sources; and

3.2.9.11 Energy and water use benchmarking.

3.2.10 Environmental Information Systems: Provide technical and engineering support for the ongoing development of environmental management information systems and databases, including development, data collection, maintenance, upgrading, programming and documenting the evolving Geographic Information Systems (GIS), ESRI. Provide support to documentation control with document management and integration into WMATA document management systems.

3.2.11 Sustainability: Provide engineering and technical assistance to support the Authority's programs to protect human health and the environment and to promote innovative green business practices. Tasks may include:

3.2.11.1 Recommending innovative building strategies for high performance buildings and low impact development;

3.2.11.2 Supporting the development, maintenance, and promotion of sustainable practices throughout Authority operations in areas including, but not limited to, procurement, chemical management, energy, electronics, greenhouse gases, high performance buildings, natural resources, and pollution prevention.

3.3 Services to be performed on pollution control systems will include day to day operation and maintenance (O&M) to ensure compliant regulatory functionality for two stormwater treatment facilities, five wastewater treatment systems, and two groundwater remediation facilities. The number of systems requiring day to day O&M by the Contractor may change during the contract cycle. This work includes routine facility visits multiple times weekly to inspect, operate and maintain the systems and provide documentation of site visit activities and system operation. O&M activities shall include but are not limited to new installation, maintenance, repair, cleaning or modification of piping, pumps, compressors, valves, and other fittings, strainers, oil/water separators, and control systems including level sensors, float switches, flow meters and programming of the control alarms, logic, and data collection systems. O&M activities shall also include performing routine cleaning/housekeeping of the systems, wiping down equipment, picking up trash and debris, and organizing materials to maintain a clean appearance at all times. The Contractor shall take reasonable action to ensure permit discharge compliance for each of the systems. The Contractor shall be aware that the pretreatment systems operate on a 24-hour, seven day per week basis; therefore, this work may require night and weekend activities as the Contractor must respond onsite to resolve any system alarms. The Contractor's O&M representative for the stormwater and wastewater systems shall be a Maryland Department of the Environment-certified wastewater treatment operator (WWTO) or shall be working under the immediate supervision of a certified WWTO. If this work is subcontracted, the prime contractor must be directly involved in the day-to-day management of O&M activities.

3.4 Prior to any Contractor personnel performing any work under a Task Order, Contractor shall ensure that such personnel have executed a Confidentiality and Non-Disclosure

Agreement, where required, in a form prescribed by the Authority, and shall provide copies of the executed agreements to the COTR prior to any work being performed by such personnel.

- 3.5 From time to time, the Contractor may be required to send a representative to meetings and conferences with officials of the Authority, governmental agencies or others interested in the work as may be directed by the COTR. Contractor personnel shall at all times make clear that they are Contractor personnel engaged to provide consulting services to the Authority and cannot make binding representations or agreements on behalf of the Authority.
- 3.6 If additional staff are added to the key personnel proposed to work on this Contract during the contract term, the Contractor shall provide a request to the COTR along with the resume of the proposed staff and labor category. This same process must be followed to request a change in labor category for key personnel due to a promotion.

4. STANDARDS OF PERFORMANCE

- 4.1 The Contractor shall perform all work in accordance with applicable federal, state and local environmental statutes, regulations, sound engineering practices, directives, technical drawings, technical manuals, and other instructions provided by the Authority.
- 4.2 The Contractor shall perform all work to maximize economy, efficiency, and effectiveness in the expenditure of time, the choice of labor categories to perform the work, and the materials and resources used in performing the work.
- 4.3 The Contractor shall consider appropriate pollution prevention techniques in the performance of all work and shall take into consideration the use of substitute materials when performing waste stream evaluations or operations and maintenance process modifications.
- 4.4 The Authority will provide to the Contractor such documents as it deems necessary to guide the Contractor's work, but the Contractor shall be ultimately responsible for identifying and obtaining all data necessary for the performance of each Task Order.
- 4.5 Where applicable, the Contractor shall ensure that it maintains the following certifications for certified and/or licensed key personnel for certification of drawings, plans, and operations as needed:
 - 4.5.1 Professional Engineer (PE): A professional engineer registered and licensed in the appropriate jurisdiction, whose signature appears on any contract drawings and specifications, certifying that they conform to the applicable engineering and jurisdictional regulations and ordinances;
 - 4.5.2 Certified Industrial Hygienist (CIH): An industrial hygienist with a current certification from the American Board of Industrial Hygiene, certifying that all industrial hygiene evaluations and recommendations completed have been reviewed and approved by the CIH;

- 4.5.3 Wastewater Treatment Plant Operator: Personnel certified in the appropriate jurisdiction to monitor and control the processes that treat wastewater, ensuring that it is suitable for discharge. This personnel is responsible for certifying that all existing treatment works have been operated and maintained by personnel trained in such activities according to the requirements of the applicable jurisdiction.
- 4.5.4 Certified EPA Method 9 Observer: Personnel trained and certified to perform visual observations of air emission sources.
- 4.6 The Contractor shall be responsive to the immediate needs of the Authority to support its environmental and industrial hygiene compliance programs. To respond to emergency situations, the Contractor must be readily available to provide support for urgent requirements and shall have staff accessible and responsive 24 hours per day, seven days per week. When notified by the Authority, the Contractor shall, within two hours, arrive at the affected WMATA facility and provide an assessment and corrective action plan to the Authority. Examples of emergency response situations include the following:
- 4.6.1 Wastewater and stormwater pretreatment systems and groundwater remediation systems operate continuously at numerous WMATA facilities and must discharge within permit conditions at all times. Contractor staff may be contacted by the treatment monitoring systems (via autodialers) or by the COTR (via cell phones) to provide immediate response to alarm conditions. The Contractor's personnel shall respond as soon as possible and within 2 hours to the affected facility and shall remain at the facility until the alarm, spill or release condition is resolved and the system is operating properly and within permit conditions.
- .
- 4.6.2 4.7 Quality Control Program
- The Contractor shall develop and maintain a Quality Control (QC) Program for all engineering and technical services provided under the Contract, pursuant to which the Contractor shall require internal reviews and checks by supervisors and independent QC checks by well-qualified technical personnel to confirm that acceptable quality is provided. The Contractor shall be responsible for signing and sealing reports, including WMATA's Consolidated Plans, to attest to the accuracy and completeness of their contents and to show evidence of compliance with applicable jurisdictional codes and regulations.
- 4.8 The COTR shall have the right to inspect the work under a Task Order in a manner that shall not unduly delay the work and shall render final acceptance of the work performed by the Contractor. If any of the services performed do not conform to contractual requirements, the Authority may require the Contractor to perform these services again in conformity with contractual requirements, at no additional cost to the Authority. If noncompliant services cannot be corrected by performance, the Authority may require the Contractor to take necessary action to ensure that future performance conforms to contractual requirements and the Contracting Officer may reduce the price of services rendered under the Contract to reflect value of services performed. In no event shall the Authority be liable for payment until the COTR has rendered final acceptance on all work performed under a Task Order.

5. DELIVERABLES

5.1 Task Order Deliverables

5.1.1 Each Task Order shall contain a set of deliverables that the Contractor shall be required to submit to the Authority and their methods of transmission (e.g. electronic, hard copy). The Contractor shall incorporate the deliverable requirements into its plan for the Task Order.

5.1.2 Task Order deliverables may include, for example, a completed permit application, a final report, an audit report, analytical results, a corrective action plan, a consolidated plan, a facility/site map, technical drawings, or compiled data layers. Where applicable, deliverables may also include:

5.1.2.1 A description and analysis of the problem, after a site analysis and review of as-built drawings.

5.1.2.2 Determination of the source of the problem.

5.1.2.3 An evaluation of remedial alternatives or a recommended solution for remedial action, including estimated costs, drawings or sketches, and an estimated schedule for completion.

5.1.2.4 5.2 Contract Deliverables

5.2.1 The Contractor shall provide a Status Report to the COTR no later than 4:00 pm on the second Friday of each month in which task orders are outstanding. The Task Order Status Report shall be comprised of a list of all outstanding task orders issued, including:

5.2.1.1 Project Title;

5.2.1.2 Project Number;

5.2.1.3 Not-To-Exceed Amount;

5.2.1.4 Date Issued;

5.2.1.5 Date Notice to Proceed issued;

5.2.1.6 Name and contact information for Task Manager;

5.2.1.7 Original completion date;

5.2.1.8 Revised completion date, if applicable;

5.2.1.9 Time expended within each labor category and amounts;

5.2.1.10 Materials cost expended to date; and

5.2.1.11 Brief narrative summary of tasks accomplished, barriers encountered, and any other relevant information.

5.2.2 By the first day of each month, the Contractor shall submit to the COTR a summary of accrued costs for work completed on projects but not yet invoiced. The accrued costs shall be provided for each task order and shall include a summary of contract value, billed to date, estimated incurred costs, remaining contract value, and percent expended.

5.2.3 The COTR may change the format or content required of the Status report or accrued costs during the period of performance and may require the Contractor to submit other reports from time to time as required by Authority to fulfill its reporting obligations to federal, state or local regulatory agencies.

6. PERIOD OF PERFORMANCE

The period of performance for this Contract will be a (2) two-year base period.

PRICE SCHEDULE SHEET

Price Schedule Sheet is an Excel attachment. Please use the Excel spreadsheet to insert your rates for the respective labor categories. Rate shall include overhead, profit, G&A, and all direct and indirect costs in accordance with FAR part 31. No overtime rate will be authorized. Other Direct Costs (ODCs) shall be paid at actual costs only with supporting documentation substantiating the costs to the Contracting Officer Technical Representative (COTR). The Not-to-Exceed amount for ODCs is \$250,000 per year.

BASE YEAR ONE STAFF / DISCIPLINE	ESTIMATED HOURS	UNIT COST HOURLY	TOTAL ESTIMATED COST
Program Manager	800		
Project Manager	2352		
Principal Engineer	564		
Senior Engineer	1000		
Engineer	1040		
Principal Scientist	700		
Senior Scientist	4806		
Scientist	3456		
Senior Wastewater Treatment Plant Operator	200		
Wastewater Treatment Plant Operator	200		
Senior Technician	1200		
Technician	2400		
Certified EPA Method 9 Observer	296		
Certified Industrial Hygienist	200		
Senior Industrial Hygienist	400		
Industrial Hygienist	400		
Senior CAD/GIS/Info Tech Specialist	320		
Associate CAD/GIS/Info Tech Specialist	320		
TOTAL ESTIMATED LABOR			
OTHER DIRECT COST - (to include equipment, materials, permits, analyses, mileage, reproduction, shipping, etc.)			To be billed at actual costs only
TOTAL ESTIMATED COST FOR BASE YEAR 1			

BASE YEAR 2			
STAFF / DISCIPLINE	ESTIMATED HOURS	UNIT COST HOURLY	TOTAL ESTIMATED LABOR COSTS
Program Manager	800		
Project Manager	2352		
Principal Engineer	564		
Senior Engineer	1000		
Engineer	1040		
Principal Scientist	700		
Senior Scientist	4806		
Scientist	3456		
Senior Wastewater Treatment Plant Operator	200		
Wastewater Treatment Plant Operator	200		
Senior Technician	1200		
Technician	2400		
Certified EPA Method 9 Observer	296		
Certified Industrial Hygienist	200		
Senior Industrial Hygienist	400		
Industrial Hygienist	400		
Senior CAD/GIS/Info Tech Specialist	320		
Associate CAD/GIS/Info Tech Specialist	320		
Administrative Assistant - (all labor rates assumed to include computer use)	200		
TOTAL ESTIMATED LABOR			
OTHER DIRECT COSTS - (to include equipment, materials, permits, analyses, mileage, reproduction, shipping, etc.)			To be billed at actual costs only
TOTAL ESTIMATED COST FOR BASE YEAR 2			

OPTION YEAR 1 STAFF / DISCIPLINE	ESTIMATED HOURS	UNIT COST HOURLY	TOTAL ESTIMATED COST
Program Manager	800		
Project Manager	2352		
Principal Engineer	564		
Senior Engineer	1000		
Engineer	1040		
Principal Scientist	700		
Senior Scientist	4806		
Scientist	3456		
Senior Wastewater Treatment Plant Operator	200		
Wastewater Treatment Plant Operator	200		
Senior Technician	1200		
Technician	2400		
Certified EPA Method 9 Observer	296		
Certified Industrial Hygienist	200		
Senior Industrial Hygienist	400		
Industrial Hygienist	400		
Senior CAD/GIS/Info Tech Specialist	320		
Associate CAD/GIS/Info Tech Specialist	320		
Administrative Assistant - (all labor rates assumed to include computer use)	200		
TOTAL ESTIMATED LABOR			
OTHER DIRECT COSTS - (to include equipment, materials, permits, analyses, mileage, reproduction, shipping, etc.)			To be billed at actual costs only
TOTAL ESTIMATED COST FOR OPTION YEAR 1			
OPTION YEAR 2 STAFF / DISCIPLINE	ESTIMATED HOURS	UNIT COST HOURLY	TOTAL ESTIMATED COST
Program Manager	800		
Project Manager	2352		
Principal Engineer	564		
Senior Engineer	1000		

Engineer	1040		
Principal Scientist	700		
Senior Scientist	4806		
Scientist	3456		
Senior Wastewater Treatment Plant Operator	200		
Wastewater Treatment Plant Operator	200		
Senior Technician	1200		
Technician	2400		
Certified EPA Method 9 Observer	296		
Certified Industrial Hygienist	200		
Senior Industrial Hygienist	400		
Industrial Hygienist	400		
Senior CAD/GIS/Info Tech Specialist	320		
Associate CAD/GIS/Info Tech Specialist	320		
Administrative Assistant - (all labor rates assumed to include computer use)	200		
TOTAL ESTIMATED LABOR			
OTHER DIRECT COSTS - (to include equipment, materials, permits, analyses, mileage, reproduction, shipping, etc.)			To be billed at actual costs only
TOTAL ESTIMATED COST FOR OPTION YEAR 2			
OPTION YEAR 3 STAFF / DISCIPLINE	ESTIMATED HOURS	UNIT COST HOURLY	TOTAL ESTIMATED COST
Program Manager	800		
Project Manager	2352		
Principal Engineer	564		
Senior Engineer	1000		
Engineer	1040		
Principal Scientist	700		
Senior Scientist	4806		
Scientist	3456		
Senior Wastewater Treatment Plant Operator	200		
Wastewater Treatment Plant Operator	200		
Senior Technician	1200		

Technician	2400		
Certified EPA Method 9 Observer	296		
Certified Industrial Hygienist	200		
Senior Industrial Hygienist	400		
Industrial Hygienist	400		
Senior CAD/GIS/Info Tech Specialist	320		
Associate CAD/GIS/Info Tech Specialist	320		
Administrative Assistant - (all labor rates assumed to include computer use)	200		
TOTAL ESTIMATED LABOR			
OTHER DIRECT COSTS - (to include equipment, materials, permits, analyses, mileage, reproduction, shipping, etc.)			To be billed at actual costs only
TOTAL ESTIMATED COST FOR OPTION YEAR 3			
TOTAL ESTIMATED COST INCLUDING BASE YEAR AND ALL OPTION YEARS			

Note: The total estimated hours indicated in the price schedule are WMATA's best estimate only.

**ENVIRONMENTAL MANAGEMENT AND COMPLIANCE
COMPLIANCE, ENGINEERING AND TECHNICAL SERVICES SUPPORT**

STAFF MINIMAL QUALIFICATIONS

STAFF / DISCIPLINE	EDUCATION (MIN)	YEARS OF EXPERIENCE (MIN)
Program Manager	B.S./B.E	15
Project Manager	B.S./B.E	5
Principal Engineer	B.S./B.E	10
Senior Engineer	B.S./B.E	5
Engineer	B.S./B.E	0
Principal Scientist	B.S./B.E	10
Senior Scientist	B.S./B.E	5
Scientist	B.S./B.E	0
Senior Wastewater Treatment Plant Operator	B.S./B.E	10
Wastewater Treatment Plant Operator	B.S./B.E	5
Senior Technician	None	5
Technician	None	0
Certified EPA Method 9 Observer	B.S./B.E	0
Certified Industrial Hygienist	B.S./B.E	1
Senior Industrial Hygienist	B.S./B.E	5
Industrial Hygienist	B.S./B.E	0
Senior CAD/GIS/Info Tech Specialist	Associate's Degree	5
Associate CAD/GIS/Info Tech Specialist	Associate's Degree	0
Administrative Assistant	None	0

B.S./B.E = Bachelor's of Science/Bachelor's of Engineering

REPRESENTATIONS AND CERTIFICATIONS

#33 NON-DISCLOSURE AND DATA ACCESS TERMS – N/A

#35 FITNESS FOR DUTY CERTIFICATION (BI-ANNUALLY) – N/A

24. TYPE OF BUSINESS ORGANIZATION

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

Name	Signature
Title	Company
Date	

25. AFFILIATION AND IDENTIFYING DATA

Each Offeror shall complete a, b if applicable, and c below, representing that:

- a.** 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 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 Offeror's basic business policy decisions, such other company is considered the parent of Offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, Contractual arrangements or otherwise.
- b.** If 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)

- c.** If 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	

26. COVENANT AGAINST GRATUITIES

By submission of this offer, 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 WMATA with the view toward securing favorable treatment in the awarding or administration of this Contract.

Name	Signature
Title	Company
Date	

27. CONTINGENT FEES

By submission of this offer, 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:

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

Name	Signature
Title	Company
Date	

28. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- a. By submission of its offer, 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:
 - i) 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;
 - ii) Unless otherwise required by law, the prices that are quoted in this offer have not been knowingly disclosed by Offeror and will not be knowingly disclosed by Offeror

prior to award (in the case of a negotiated procurement), directly or indirectly, to any other Offeror or to any competitor; and

- iii) No attempt has been made or will be made by Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

b. Each person signing this offer certifies that:

- i) He or she is the person in 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 those stated above; or
- ii) He or she is not the person in 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 those stated above, or as their agent he or she does hereby certify.

Name	Signature
Title	Company
Date	

29. NONDISCRIMINATION ASSURANCE

- a. By submission of this offer, 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. 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 WMATA deems appropriate. 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	

30. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS

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

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

- c. The certification required by a) and b) 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	

31. CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY)

By submission of this offer, Offeror certifies that:

- a. It will contract with or engage a reputable third-party vendor to conduct criminal background screenings of all Contractor personnel who will have access to WMATA's customers, WMATA's property, or WMATA's information in connection with this Contract. This requirement also applies to Contractors who engage with the general public on WMATA's behalf.
- b. It will screen for criminal convictions all Contractor personnel who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information and who work on this Contract during each calendar year within this Contract's period of performance, taking into consideration: (1) the nature of the services or work being performed under the contract with particular regard for the individual's access to, and interaction with, WMATA's customers, property, and confidential information; (2) the nature

or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence. Offeror will provide certification that it conducted these screenings to the Contracting Officer's Technical Representative (COTR) on a quarterly basis, on a form provided.

- c. The Contractor shall submit to the COTR a list of all employees and agents who will require Contractor access badges not less than 7 days prior to the date on which access will be required.
- d. Offeror will determine that all Contractor personnel working on this Contract during the calendar year passed the Contractor's criminal background screening and will be in good standing and otherwise fit to work on this Contract.
- e. Offeror has not obtained or otherwise been made aware of any information about any Contractor personnel working on this Contract that contradicts or otherwise impacts the Contractor's determination that such persons passed the Contractor's criminal background screening and/or are fit to work on this Contract.
- f. The Contractor will flow this requirement down to all of its subcontractors who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information within this Contract's period of performance.

Name	Signature
Title	Company
Date	

32. CERTIFICATION REQUIRED FOR ALL SAFETY-SENSITIVE CONTRACTS

N/A

33. NON-DISCLOSURE AND DATA ACCESS TERMS

The Contractor hereby represents and warrants that it will comply with the Non-Disclosure and Data Access Terms contained in the Standard Terms and Conditions, including the indemnity provisions contained therein.

Name	Signature
Title	Company
Date	

34. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is applicable to contracts over \$35,000.

- a.** 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.
- i)** In accordance with the provisions of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180, Subpart C, Offeror certifies to the best of its knowledge and belief that it and its principals:
- 1)** are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, state or local department or agency;
 - 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;
 - 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 above in 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.
- ii)** Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to this offer.
- b.** Lower Tier Covered Transactions. This certification applies to a subcontract at any tier expected to equal or exceed \$35,000 and will be a continuing requirement throughout the term of this Contract.
- i)** 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.
- ii)** 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 its proposal.
- c.** The Certification required, 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	

35. FITNESS FOR DUTY CERTIFICATION (BI-ANNUALLY)

All WMATA employees, contractors and their agents ("personnel") who perform safety sensitive functions, as defined by DOT/FTA requirements in 49 C.F.R. Part 655, must arrive for work fit to perform the essential functions of his or her job and must not pose a threat to the safety of him or herself or to others. By submission of this offer, Offeror certifies that:

- a. Its personnel who perform safety-sensitive work pursuant to this Contract attest to compliance with WMATA's current Fitness for Duty Program requirements and ability to safely work within their job classification when they clock in to begin work. They must perform their job responsibilities in a safe, secure, productive and effective manner during their entire work shift. In the event that contractor personnel are not fit for duty due to the use of illegal drugs, prescription or over the counter medications or supplements, sleep deprivation, alcohol or other mental or physical impairments, they must immediately report this information to their supervisor and follow the instructions which are provided.
- b. This bi-annual certification must be provided to the COTR during this Contract's entire period of performance. The Contractor will flow this requirement down to all of its subcontractors who will have access to rail vehicles or other on-track vehicles, require a CDL to perform their job duties or otherwise perform safety-sensitive functions pursuant to this Contract and within this Contract's period of performance.

Name	Signature
Title	Company
Date	

36. MINORITY BUSINESS ENTERPRISE (MBE), MICRO BUSINESS PROGRAM (MBP) & SMALL BUSINESS PROGRAM (SBP)

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

It ☐ is, ☐ is not, a Minority Business Enterprise or Micro Business Program or Small Business Program certified firm as defined in the WMATA Certification Program (WCP) Non-Federal Manual.

Name	Signature
Title	Company
Date	

If currently certified by WMATA as a MBE or MBP or SBP:

Certification #: _____

Certification Date: _____

SPECIAL TERMS AND CONDITIONS

1. COMMUNICATIONS WITH WMATA

Offeror is advised that any and all communications with WMATA relating to this solicitation and made by, or on behalf of, Offeror at any time between release of this solicitation and award of a Contract hereunder must be directed to the Contract Administrator as follows:

Shameeka Morel

smorel@wmata.com

A violation of this provision, deemed willful by WMATA, 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.

2. PROPOSAL ACCEPTANCE PERIOD AND OFFEROR'S DEFAULT

- a. In order to allow for adequate evaluation, the acceptance period for this solicitation is one hundred twenty calendar days after submittal date and time.
- b. By submission of its proposal, Offeror agrees that it shall be irrevocable and shall remain available to WMATA to award a Contract pursuant to this solicitation for not less than the acceptance period. Offeror's failure to furnish required documents and/or to execute a Contract from WMATA in accordance with its offer, during the acceptance period shall constitute an Offeror's default.
- c. In the event of an Offeror's default, Offeror shall be liable to WMATA for all associated damages and costs, including without limitation, WMATA's "cost to cover." The "cost to cover" is the difference between the offer price and the price WMATA ultimately pays for the work encompassed in this solicitation, whether through award of a Contract to another Offeror, pursuant to this solicitation or otherwise.

3. PRE-PROPOSAL CONFERENCE

For the purpose of clarifying the terms, conditions, and requirements of this solicitation, a pre-proposal conference will be held to respond to questions by prospective Offeror's. This conference will be held at 10:00 a.m. on October 3, 2025 via Microsoft Teams. It is requested that offerors submit their questions in writing, in advance of the meeting, if possible. Questions during the meeting, however, are permissible. Microsoft Teams conference details will be emailed to those interested once the following information is received:

Company's Name

Attendees name, title, and email address

Please email above-mentioned information to SMorel@wmata.com, **no later than 2:30 pm on Thursday, October 2, 2025.** Questions during the meeting are permissible.

All questions regarding this RFP should be submitted in writing no later than 5:00pm on Thursday, October 9, 2025.

**4. EVALUATION CRITERIA AND BASIS FOR AWARD
BEST VALUE**

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

TECHNICAL EVALUATION CRITERIA

The five specific Technical Evaluation Criteria considered for this contract are defined below.

Criterion 1: Demonstrated Specialized Project Experience

The Consultant will provide specialized engineering and technical services in the following service categories: 1) site assessment and remediation; 2) environmental permits; 3) inspections 4) pollution control systems; 5) pollution prevention; 6) aboveground and underground storage tank systems; 7) industrial hygiene services and building hazard mitigation; 8) environmental emergency response actions 9) technical support for environmental plans and reports 10) environmental information systems and 11) sustainability. The extent of these services is explained in more detail in Section 3.2 of the Technical Scope of Work.

The Consultant shall provide specialized technical support in the areas of operation and maintenance of pretreatment systems, air quality compliance support, and storage tank systems compliance.

Operation and Maintenance of Pretreatment Systems

The Consultant will provide ongoing operation and maintenance of pretreatment systems at nine pretreatment facility locations (industrial wastewater and groundwater remediation) with activities including but not limited to day to day operation of the systems, new installations, maintenance, repair, cleaning or modification of piping, pumps, compressors, valves, and other fittings, strainers, oil/water separators and control systems including level sensors, float switches, flow meters, and programming of the control alarms, logic, and data collection systems. The Consultant will be required to take all reasonable action required to ensure permit discharge compliance for each of the systems, which operate on a 24-hour, seven-days-per week basis.

The Offeror must describe the firm's experience successfully maintaining and operating pretreatment systems. Submit project summaries to demonstrate project experience and technical expertise with the following types of pretreatment systems: membrane ultra-filtration, oil/water separation, pH neutralization, dissolved iron removal, flocculation, soil vapor extraction/oxidation, activated carbon, and product/water recovery. Provide at least one resume documenting experience in this area and certification as a Maryland Department of the Environment (MDE) certified Industrial Class I Wastewater Treatment Operator as well as experience programming C-More operator interface panels connected to Automation Direct DL-205 PLC.

Air Quality Compliance Support

The Consultant will provide technical support to ensure compliance with federal, state, and local air quality regulations, including Title V of the Clean Air Act permit requirements. This will involve preparing air emissions inventories and compliance reports for all applicable WMATA facilities in the District of Columbia, Maryland, and Virginia. The Consultant will routinely visit facilities, conduct audits, prepare permit applications, and complete air compliance reports. Additionally, the Consultant will conduct permit-required testing, perform Method 9 observations, and support meetings with environmental regulators. The Consultant will also provide training to staff on permit and operational requirements.

Storage Tank Systems Compliance

The Consultant will provide engineering and technical support to WMATA to maintain storage tank systems in compliance with regulations, as detailed in Section 3.2.5 of the Technical Scope of Services.

The Offeror must demonstrate knowledge of storage tank regulations in the local jurisdictions, experience and expertise with American Petroleum Institute (API) and Steel Tank Institute (STI) standards and requirements, as well as the regional EPA, in the WMATA service area. The Offeror must submit sample engineering design reports that document experience with underground and aboveground storage tank systems.

The Offeror must describe the firm's experience successfully completing projects of similar scope in all areas of service listed above. The Offeror must also demonstrate knowledge of federal, state and local environmental requirements. Submit project summaries for each of the eleven general areas of service listed above and explained in more detail in Section 3.2 of the Technical Scope of Work and in each of the three areas of specialized technical support to demonstrate project experience and technical expertise. In addition, include at least one summary that describes specialized project experience in supporting storm water permit compliance, including compliance with general, individual, and Municipal Separate Storm Sewer System (MS4) storm water permits and performing applicable storm water calculations. Projects must be of similar scope and size to this contract and shall include a description of work completed for each project.

Criterion 2: Experienced Management Team and Technical Staff

The Offeror must provide resumes of key project personnel based in the local office who will complete tasks under this contract and who have the demonstrated experience and expertise required to accomplish the tasks issued by WMATA. At a minimum, provide resumes for the key personnel in the categories listed on the Price Schedule sheet to include Program Manager, Project Managers, Engineers, Industrial Hygienists, Scientists, Technicians, CAD Operators, and similar personnel proposed to work under this contract, including subcontractors, if applicable. Provide resumes of key personnel to demonstrate specialized technical expertise as described above in Criterion 1 in the areas of operation and maintenance of pretreatment systems, air quality compliance support, storage tank systems compliance, and expertise in storm water permit compliance, including

compliance with general, individual, and Municipal Separate Storm Sewer System (MS4) storm water permits and performing applicable storm water calculations.

Provide at least one resume documenting training and experience of key personnel as a certified installer of compliant underground and aboveground storage tank systems.

Demonstrate that key personnel maintain the following certifications or training that may be required to complete tasks issued by WMATA: 1) Professional Engineer; 2) Certified Industrial Hygienist; 3) MDE-certified Industrial Class I Wastewater Treatment Plant Operator; and 4) Certified EPA Method 9 observer 5) Hazardous Waste Operations and Emergency Response (HAZWOPER) trained 6) Certified Hazardous Materials Manager (CHMM) 7) Licensed and Accredited Asbestos Inspector. Refer to Section.4.7 of the Technical Scope of Services.

Criterion 3: Demonstrated Ability to Perform Various Tasks in a Timely Manner

The Offeror must demonstrate that it has the capacity to complete simultaneous tasks in a timely manner, whether the requirement is routine or urgent. In addition to the other tasks under this contract, the Consultant will provide ongoing operation and maintenance for nine pretreatment systems. The Offeror must describe what measures will be employed to ensure that tasks can be completed concurrently and on time and what methods are available in the event that a critical deadline must be met.

Criterion 4: Past Performance for Consultant Services

The Offeror must demonstrate past performance on contracts with transit authorities and entities of similar size for consultant work of the nature required under this contract. Past experience must be of a similar size and scope. For each contract, submit a brief narrative that describes the scope of services provided, the contract cost, and the contract duration.

Criterion 5: Location in the General Geographic Area of the WMATA Transit System

To provide responsive service to WMATA needs and tasks, the Offeror must submit proof that its local office with the key personnel proposed is located within 1.5 hour driving distance from WMATA's headquarters located at 300 7th Street, SW, Washington, DC. 20024. The local office must be able to support all general areas of service provided under this contract. Subcontracting services outside the metropolitan area is not acceptable. The Offeror must submit mapping demonstrating that the driving distance from the local office to the WMATA headquarters building is within 1.5-hour drive.

- b.** WMATA will award a contract to the responsible offeror whose proposal conforms to the solicitation and is determined to be the most advantageous based on an overall assessment of technical merit and price in accordance with the Evaluation Criteria. In conducting this assessment, the Authority is more concerned with obtaining superior technical or business management features than with making an award based on the lowest overall cost to the authority. However, the Authority will not make an award at a significantly higher price or cost to achieve only slightly superior technical or management features.

- c. Overall technical merit are of extreme importance to WMATA in this solicitation. Where its review concludes that two or more proposals are of substantially similar overall technical merit, WMATA will place greater weight upon the price aspects of the proposals.

5. RATINGS

(BEST VALUE ONLY)

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

Definition of adjectival rankings:

Exceptional: Exceeds specified performance or capability in a beneficial way to WMATA and has no weakness.

Acceptable: Meets evaluation standards required under the technical provisions. Weaknesses are correctable.

Marginal: Fails to meet evaluation standard; however, any significant deficiencies are correctable. Lacks essential information to support a proposal. Marginal ratings must be resolved prior to award.

Unacceptable: Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Proposal would have to undergo a major revision to become acceptable. Demonstrated lack of understanding of WMATA's requirements or omissions of major areas.

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

6. REQUIREMENTS CONTRACT N/A

- a. This is a requirements Contract. A requirements contract provides the Contractor with both the legal right and the legal duty to supply goods and/or services in an amount that is determined by WMATA's needs, rather than by a fixed quantity. If, however as the result of an urgent need, WMATA requires any quantity of goods or services before the date otherwise specified under this Contract, and if the Contractor will not accept an order providing for the accelerated delivery, WMATA may acquire the urgently required goods or services from another source.
- b. If the Contractor is unable or otherwise fails to provide goods or services within the timeframes required in this Contract, WMATA 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 WMATA's right to treat such failure as a material breach of the Contractor's obligations pursuant to the "Default" clause of this Contract, or to pursue any other remedy to which WMATA may be entitled pursuant to this Contract, at law or in equity.

7. INDEFINITE QUANTITY CONTRACT

- a. This is an indefinite-quantity Contract for the supplies or services specified, and effective for the period of performance stated in the Price Schedule. The quantities of supplies and/or services specified in the Price Schedule are estimates only.
- b. Delivery or performance shall be made only as the Contracting Officer authorizes through orders made in accordance with the "Ordering" and "Order Limitations" clauses. The Contractor shall furnish to WMATA, when and if ordered, the supplies and/or services specified in the Price Schedule up to and including the dollar value designated in the Price Schedule as the "maximum." WMATA shall order at least the dollar value designated in the Price Schedule as the "minimum."
- c. There is no limit on the number of orders that may be issued other than any limitations imposed by the "Order Limitations" clause. WMATA may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. This Contract and WMATA's Best Practices Manual (BPM) shall govern the parties' rights and obligations regarding that order to the same extent that they would have governed the order had it been completed during the Contract's effective period.

8. ORDERING

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

9. ORDER LIMITATIONS

- a. The minimum dollar amount which will be required under this IDIQ contract, and which will be initiated by one or more Orders, is \$_____ over the life of the Contract (includes base and option periods or years).

- b. The maximum dollar amount which will be required under this IDIQ contract, and which will be initiated by one or more orders, is \$_____ over the life of the Contract (includes base and option periods or years).

10. SITE VISIT/INSPECTION OFFEROR'S FACILITIES N/A

A successful Offeror must maintain sufficient facilities that will allow it to adequately perform Contract as specified herein. WMATA may make site visits prior to Contract award to examine the Offeror's facilities. This will include _____ (CA TO DETERMINE) and also to verify that necessary equipment, supplies, etc. are readily available.

11. PERFORMANCE/PAYMENT BONDS N/A

The successful Offeror shall, within the time established in this Contract and as a condition to issuance of a Notice to Proceed, furnish performance and payment bonds, on forms acceptable to WMATA and in the amounts indicated in this Contract.

12. PERIOD OF PERFORMANCE

- a. The period of performance commences from the date of award or notice to proceed whichever is earlier and continues through the end of the base period which is 2 years. The Contracting Officer may extend the period of performance by exercising any of the 3 one-year options.

13. OPTIONS-EVALUATION

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

14. 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 BPM § 4-23, the Contracting Officer may exercise options only after determining that
 - i) Funds are available;
 - ii) The requirement covered by the option fulfills an existing WMATA need

- iii) The exercise of the option is the most advantageous method of fulfilling WMATA's needs, when price and other factors are considered;
 - iv) Contractor is not listed in the System for Award Management as suspended, debarred, proposed for debarment or otherwise excluded from receiving Federal awards.(See www.sam.gov)
 - v) The Contractor's past performance evaluations on other Contract actions have been considered; and
 - vi) 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 of the following:
 - i) 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.
 - ii) 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.
 - iii) 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):
 - i) Should take into account WMATA's need for continuity of operations and potential costs of disrupting operations; and
 - ii) May consider the effect on small business programs.
- f. Before exercising an option, the Contracting Officer shall make a determination 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 this Contract, such as:

- i) A specific dollar amount;
- ii) An amount to be determined by applying provisions (or a formula) provided in this Contract, but not including renegotiation of the price for work in a fixed-price type Contract;
- iii) In the case of a cost-type Contract, if--
 - 1) The option contains a fixed or maximum fee; or
 - 2) The fixed or maximum fee amount is determinable by applying a formula contained in this Contract;
- iv) A specific price that is subject to an economic price adjustment provision; or
- v) 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.

15. OPTION FOR INCREASED OR DECREASED QUANTITIES OF SUPPLIES N/A

- a. 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.

16. OPTIONS TO EXTEND SERVICES

- a. 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.

17. OPTION TO EXTEND CONTRACT PERIOD OF PERFORMANCE

- a. WMATA may unilaterally extend the period of performance for the work under this contract by written notice to the Contractor within a reasonable amount of time before exercising this option. The Contractor must accept any reasonable extension and continue performance without interruption. The Contractor's sole remedy following WMATA's exercise of its unilateral right to extend performance is to submit a claim for an equitable adjustment to the Contract price.

- b. If WMATA exercises this unilateral right, the extended contract shall incorporate the new period of performance. Any additional options remaining under the contract will be appended to and remain available through the new period of performance.
- c. The total duration of this contract shall include any extensions as well as option periods. In no event shall the total duration of the contract extend beyond the maximum term permitted by the Federal Transit Administration, if otherwise made applicable to this contract elsewhere.

18. OPTIONS EXERCISED OUT OF SEQUENCE

- a. WMATA may exercise options at any time, including during the base period, and in any sequence, even if it varies from the order in which the options appear in the Price Schedule. The Contractor may be entitled to an equitable adjustment to the Contract price, if exercising the option out of sequence causes any undue delay in performance of this Contract. If options are exercised 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.

19. BRAND NAME OR EQUAL N/A

- a. If items called for by this solicitation have been identified in the Price Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering "equal" products, including products of the brand name manufacturer, other than the one described by brand name will be considered for award, if such products are clearly identified in the proposals and WMATA determines that they fully meet the salient characteristics (physical, functional, or performance) requirements in the solicitation.
- b. Unless the Offeror clearly indicates in its proposals that it is offering an "equal" product, the Offer shall be considered as offering a brand name product referenced in the solicitation.
- c. If the Offeror proposes to furnish an "equal" product, a description of the product to be furnished shall be placed in the space provided in the solicitation, or such product shall be otherwise clearly identified in its proposals. WMATA, at its sole discretion, must be able to determine equality without an extensive evaluation. Thus, if the Offeror has some information demonstrating equality of the proposed equal, such as acceptance by another transit agency, it should submit such documentation with its offer.
- d. CAUTION TO OFFERORS. WMATA is not responsible for locating or securing any information that is not identified in its offer and reasonably available to WMATA. The Offeror must furnish as a part of its proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for WMATA's determination.

20. LIQUIDATED DAMAGES FOR DELAY N/A

- a. Time is of the essence for this contract.
- b. If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or as subsequently extended by the Contracting Officer via written contract modification, the Contractor shall pay to WMATA _____ per calendar day of delay. WMATA and the Contractor hereby agree this amount is not a penalty, but rather liquidated damages.
- c. If WMATA terminates this contract in whole or in part for Default, the Contractor is liable for liquidated damages accruing until WMATA reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess procurement costs arising out of a termination for default.
- d. WMATA shall have the right to deduct such liquidated damages from any monies due or which may become due to the Contractor under this Contract. If the amount that becomes due is less than liquidated damages due to WMATA, the Contractor shall pay the difference upon the Contracting Officer's demand.

21. LIVING WAGE

- a. WMATA's Living Wage Policy and implementing regulations apply with respect to all contracts for services (including construction) awarded in an amount that exceeds \$250,000 in a twelve (12) month period. If this Contract meets those criteria, the following requirements are applicable:

WMATA's living wage rate is \$16.54 per hour and may be reduced by the Contractor's per-employee cost for health insurance.
- b. The Contractor shall:
 - i) Pay WMATA's living wage rate, effective during the time the work is performed, to all employees who perform work under this Contract;
 - ii) Include this "Living Wage" clause in all subcontracts that exceed \$250,000 in a twelve (12) month period awarded under this Contract;
 - iii) 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
 - iv) Certify with each monthly invoice that WMATA'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.

- v) 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" clause.
- c. Exemptions to this "Living Wage" clause include:
 - i) Contracts and agreements subject to higher wage rates required by Federal law or collective bargaining agreements;
 - ii) Contracts or agreements for regulated utilities;
 - iii) Emergency services to prevent or respond to a disaster or imminent threat to public health and safety;
 - iv) Contractor employees who work less than full time; and
 - v) Contractors who employ fewer than ten (10) employees
- d. WMATA 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.
- e. Failure to comply with WMATA's Living Wage Policy shall result in WMATA's right to exercise available contract remedies, including contract termination, where there is evidence of fraud.
- f. If the Contracting Officer determines that there is evidence of fraud, WMATA's 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.

22. RETAINAGE

- a. 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.

23. WARRANTY OF SUPPLIES

- a.** All workmanship, parts and materials furnished for this Contract shall be unconditionally warranted by the Contractor against failures or defects for a period of one (1) year after WMATA accepts them or places them in service, whichever is earlier. If the original equipment manufacturer (OEM) offers a longer or more comprehensive warranty than the Contractor, then the Contractor shall pass the OEM's warranty on to WMATA. The Contractor shall accept WMATA's records regarding the date the item was accepted or placed in service.
- b.** In the event that any work, parts or materials covered by this Warranty fails during the Warranty period, the Contractor shall or require that the OEM repair or replace the work within three (3) days without cost or expense to WMATA.
- c.** Should the Contractor 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, WMATA shall have the right to cause such replacement to be made, utilizing its own forces and/or those of third parties as WMATA 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 WMATA'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 WMATA's operations and to its maintenance and service facilities. WMATA 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 WMATA sufficient to meet the Contractor's warranty obligations.
 - i)** 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 WMATA 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.
 - ii)** During the warranty period, a field service representative shall be available within twenty-four (24) hours' notice.

- 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 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:
- i)** WMATA's Office of Inspector General (OIG), in person, in writing, through the OIG Hotline (888-234-2374) or email wmata-oig-hotline@verizon.net or by any other reasonable means;
 - ii)** 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;
 - iii)** WMATA's Chief Safety Officer, in person, in writing, through the SAFE Hotline (202-249-7233) or email safety@wmata.com, or by any other reasonable means; or
 - iv)** 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:
- i)** Made or is perceived to have made a report under paragraph (a);
 - ii)** Sought a remedy under applicable law after making a report under paragraph (a);
 - iii)** 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;

- iv) Refused to obey an order that would violate law; or
- v) Refused to work or authorize work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there was no reasonable alternative to refusal, there was not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, notified the Contactor or subcontractor of the condition and of his or her intent not to perform or authorize work.

- d. The Contractor shall include, or shall cause to be included, the substance of this clause, in its all of its subcontracts or other agreements related to this Contract.

27. ECONOMIC PRICE ADJUSTMENT CLAUSE N/A

Pricing for Base Years *[Enter Number of Years i.e., 1-3]* will remain constant, will not be subject to price escalation, and will form the basis for Option Years *[Enter Number of Years i.e., 1-3]* pricing as noted in the calculation method below. Any price adjustments (increases or decreases) for Option Years *[Enter Number of Years i.e., 1-3]* will be effective on the anniversary of the contract award (exercise of the option). The contractor must submit requests for price adjustments for each succeeding option year to the Contracting Officer 30 days prior to the anniversary of the contract award. The Contracting Officer reserves the right to prepare price adjustments if the contractor fails to submit a price adjustment request in a timely manner. Price adjustments will not be applied retroactively. There will be only one price adjustment allowed annually.

Price adjustments will be based on changes to the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, Index *[Enter Commodity Code and Description]*. The index shall constitute 100% of any price adjustment. Price adjustments will be calculated as follows:

- a. Determine the Base Index defined as the index value of the year and month of contract award.
- b. Determine the Current Index defined as the index value of the month 30 days before the anniversary of the contract award for each succeeding Option Year 1 - 3, as applicable.
- c. Apply the following formula: $(\text{Current Index} \div \text{Base Index}) \times \text{Base Year One Price} = \text{Option Year Price}$

STANDARD TERMS AND CONDITIONS

#15 First Article Inspection - N/A
#30 EEO for Construction Contracts – N/A,
#38 Royalty Information - N/A.
#40 Contract Work Hours and Safety Standards Act - N/A
#41-Walsh Healy - N/A
#42 Davis-Bacon - N/A.
#64 Progress Payments - N/A
#67 NON-DISCLOSURE AND DATA ACCESS TERMS – N/A

Complete text for the Standard Terms and Conditions is posted on WMATA's website. You can directly view this information on

https://www.wmata.com/business/procurement/upload/Standard_Terms_and_Conditions_Ver_032024.pdf

1. AGREEMENT
2. ARRANGEMENT OF CONTRACTUAL PROVISIONS
3. ORDER OF PRECEDENCE
4. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
5. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
6. FORCE MAJEURE/EXCUSABLE DELAYS/TIME EXTENSIONS
7. WMATA'S DELAY
8. NOTICE TO WMATA OF LABOR DISPUTES
9. NOTIFICATION OF BANKRUPTCY OR INSOLVENCY
10. INSPECTION OF SERVICES
11. INSPECTION OF SUPPLIES
12. ACCEPTANCE OF SUPPLIES
13. MATERIAL & WORKMANSHIP
14. CORRECTION OF DEFICIENCIES
15. FIRST ARTICLE INSPECTION
16. F.O.B. DESTINATION
17. QUALITY ASSURANCE/QUALITY CONTROL
18. CHANGE ORDERS
19. PRICING OF ADJUSTMENTS
20. ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS
21. BILLING AND PAYMENT
22. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
23. SUBCONTRACTOR PAYMENTS
24. GARNISHMENT OF PAYMENTS
25. STOP WORK ORDERS
26. TERMINATION FOR DEFAULT
27. TERMINATION FOR CONVENIENCE
28. ASSIGNMENT
29. DISPUTES
30. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR CONSTRUCTION CONTRACTS
31. INDEMNIFICATION
32. TITLE AND RISK OF LOSS
33. INAPPLICABILITY OF CLAUSES REQUIRING UNAUTHORIZED OBLIGATIONS
34. PATENT INDEMNITY
35. SET-OFF
36. RIGHTS IN TECHNICAL DATA
37. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
38. ROYALTY INFORMATION
39. NONDISCRIMINATION ASSURANCE
40. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION
41. WALSH-HEALEY PUBLIC CONTRACTS ACT
42. DAVIS-BACON ACT
43. CONVICT LABOR
44. COVENANT AGAINST CONTINGENT FEES
45. SEAT BELT USE POLICY
46. SENSITIVE SECURITY INFORMATION

47. LAWS AND REGULATIONS
48. HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA SHEETS
49. METRIC SYSTEM
50. MANDATORY DISCLOSURE
51. EMPLOYMENT RESTRICTION WARRANTY
52. GRATUITIES
53. OFFICIALS NOT TO BENEFIT
54. ORGANIZATIONAL CONFLICTS OF INTEREST
55. PERSONAL CONFLICTS OF INTEREST
56. CONTRACTOR PERSONNEL
57. FALSE STATEMENTS, CLAIMS OR SUBMISSIONS
58. PUBLIC COMMUNICATIONS
59. FEDERAL, STATE, AND LOCAL TAXES
60. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE
61. SEVERABILITY
62. SURVIVAL
63. GOVERNMENT-WIDE DEBARMENT OR SUSPENSION
64. PROGRESS PAYMENTS
65. SAFETY REQUIREMENTS
66. CRIMINAL BACKGROUND CHECK REQUIREMENT
67. NON-DISCLOSURE AND DATA ACCESS TERMS

MAPT Cooperative Rider Clause



The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (COG) 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").

I. Format

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

A. Terms

1. Any public entity participating in this procurement ("Participating Agency"), through their use of this 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 Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency. See Appendix B for the impact of contract modifications on DBE/SBE requirements.

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

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.

II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

- ✓ Town of Bladensburg
- ✓ City of Bowie
- ✓ City of College Park
- ✓ Charles County
- ✓ City of Frederick
- ✓ Frederick County
- ✓ City of Gaithersburg
- ✓ City of Greenbelt
- ✓ City of Hyattsville
- ✓ Montgomery County
- ✓ Prince George's County
- ✓ City of Rockville
- ✓ City of Takoma Park

Virginia

- ✓ City of Alexandria
- ✓ Arlington County
- ✓ City of Fairfax

- ✓ Fairfax County
- ✓ City of Falls Church
- ✓ Loudoun County
- ✓ City of Manassas
- ✓ City of Manassas Park
- ✓ Prince William County

Other Local Governments

- ✓ Town of Herndon
- ✓ Spotsylvania County
- ✓ Stafford County
- ✓ Town of Vienna

Public Authorities/Agencies

- ✓ Alexandria Renew Enterprises
- ✓ District of Columbia Water and Sewer Authority
- ✓ Metropolitan Washington Airports Authority
- ✓ Metropolitan Washington Council of Governments
- ✓ Montgomery County Housing Opportunities Commission
- ✓ Potomac & Rappahannock Transportation Commission
- ✓ Prince William County Service Authority

- ✓ Upper Occoquan Service Authority
- ✓ Washington Metropolitan Area Transit Authority
- ✓ Washington Suburban Sanitary Commission

School Systems

- ✓ Alexandria Public Schools
- ✓ Arlington County Public Schools
- ✓ Charles County Public Schools
- ✓ District of Columbia Public Schools
- ✓ Frederick County Public Schools
- ✓ Loudoun County Public Schools
- ✓ City of Manassas Public Schools
- ✓ Montgomery College
- ✓ Montgomery County Public Schools
- ✓ Prince George's County Public Schools
- ✓ Prince William County Public Schools
- ✓ Spotsylvania County Schools
- ✓ Winchester Public Schools

BALTIMORE METROPOLITAN COUNCIL AGENCIES

- ✓ City of Annapolis
- ✓ Anne Arundel County
- ✓ Anne Arundel County Public Schools
- ✓ Anne Arundel Community College
- ✓ City of Baltimore
- ✓ Baltimore City Public Schools
- ✓ Baltimore County
- ✓ Baltimore County Public Schools
- ✓ Community College of Baltimore County
- ✓ Carroll County
- ✓ Harford County
- ✓ Harford County Public Schools
- ✓ Harford Community College
- ✓ Howard County
- ✓ Howard County Public Schools System
- ✓ Howard Community College
- ✓ Queen Anne's County Public Schools

MWCOG Rider
Clause Approval
Form Sample

This form must be executed for any Participating Agency, both within and outside of the Mid- Atlantic Purchasing Team (MAPT) region, to use the MAPT Cooperative Rider Clause to ride solicitations and contracts.

NOTE: Effective January 1, 2019, MWCOG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

Participating Agency Name _____

Contact Person _____ Phone _____

_____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____ Address _____ City/State/Zip _____

Contact Person _____ Phone _____ Email Address _____

See questions on next page.

Questions --

YES

NO

1. Is the Contract active and currently in force?

2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?

3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?

<u>Participating Agency</u>	<u>Mid-Atlantic Purchasing Team</u>
Name _____	Name _____
Title _____	Title _____
Signature _____	Signature _____

Please return to purchasing@mwkog.org

APPENDICES

Appendix A - Insurance Requirements

If you do not currently carry all of the required insurance for this solicitation, 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) is awarded the contract, the required coverage will be provided' will suffice.

EXHIBIT A
RE: Environmental Consulting Services
PRN ID: CEMIH24010
Insurance Doc ID: INS0002422

I. MINIMUM REQUIRED INSURANCE: MINIMUM LIMITS OF INSURANCE

INSURANCE TYPE	LIMITS	BASIS
Workers' Compensation	Statutory	
Employers' Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Commercial General Liability		
	\$2,000,000	Each Occurrence Limit
	\$4,000,000	General Aggregate Limit
	\$2,000,000	Products-Completed Operations Limit
Business Auto Liability		
**See Auto Liability #5 below	\$5,000,000	Combined Single Limit

Professional Liability		
	\$2,000,000	Each Claim
Pollution Liability		
	\$5,000,000	Each Claim

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

- 1) Contractor is required to maintain the insurance outlined in this Exhibit A during the entire period of performance under this contract. Notice to Proceed (NTP) will not be issued until all required insurance has been accepted by WMATA.

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

COVERAGE-SPECIFIC REQUIREMENTS

Commercial General Liability

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

Business Auto Liability

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

Professional Liability Insurance

WMATA may require professional liability insurance (Errors and Omissions) for Contractor's work or that of its subcontractors for certain types of consulting services. Coverage can be written on an "occurrence" or "claims-made" basis.

Pollution Liability Insurance

Permittee, any subcontractor of any tier, or any supplier performing work that may in any way involve contact with, exposure to or release of hazardous materials including but not limited to construction, soil testing and demolition, is required to maintain Pollution Liability insurance as follows:

- 1) Coverage can be written on an "occurrence" or "claims-made" basis.
- 2) Coverage can be written on "non-admitted" paper.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" section below.

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 and must be dated within 30 days of contract review.

The Certificate Holder box should read:

Washington Metropolitan Area Transit Authority
PO Box 23298
Washington, DC 20026-3298

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.

Appendix B

**NOTICE OF REQUIREMENTS FOR DISADVANTAGED BUSINESS
ENTERPRISE (DBE) -- N/A**

APPENDIX B-1

**NOTICE OF REQUIREMENTS FOR SMALL BUSINESS
ENTERPRISE (SBE) PROGRAM -N/A**

Appendix B-2

NOTICE OF REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

August 2021

~MBE APPENDIX B-2~

1. MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENT:

The requirements of the Authority's Minority Business Enterprise (MBE) Program Plan applies to this contract. Accordingly, the contractor shall carry out the requirements of the Authority's MBE Program Plan and this Appendix as it relates to the award and administration of this locally funded contract.

2. POLICY

It is the policy of the Authority, that MBEs shall be allowed to compete fairly to receive and participate in the performance of locally funded contracts, including contracts and subcontracts at any tier. It is further the policy of the Authority that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts. The contractor hereby agrees to fully carry out this policy in the award and administration of subcontracts consistent with efficient contract performance.

3. CONTRACT GOAL

If the bidder/proposer is not an MBE, the bidder/proposer agrees that the MBE goal for this contract shall be met by subcontractors or by joint ventures with MBEs. The goal set forth for this contract is 13.0% of the final contract price, including amendments and modifications. The amount of MBE participation will be determined by the dollar value of the work performed and/or supplies furnished by MBE firms as compared to the total value of all work performed and/or supplies furnished under this contract. The contractor shall have met this goal if the contractor's total MBE participation meets or exceeds this goal.

In cases where work is added to the contract by modification such that additional MBE participation is necessary to meet this goal, the contractor shall increase the participation of one or more firms listed on the "Schedule of MBE Participation" or submit additional MBE certified firms to meet the goal. In cases where work is deleted from the contract, the goal shall be applicable to the new contract amount. The contractor shall be permitted to meet the goal by revising its MBE participation, provided however, that the revision shall not result in MBE participation that is less than the original goal. In all cases where the initial MBE utilization level is impacted by a contractual adjustment, a Termination, Substitution and Reduction (TSR) request must be submitted to the Small Business Programs Office (SBPO). Written approval must be obtained from SBPO before any such changes may occur.

4. DEFINITIONS

- (a) Bidder. A party submitting a bid resulting from an invitation for bid solicitation.
- (b) Broker. A firm that arranges transactions between a buyer and a seller for a commission when the deal is executed. Brokers are unlike regular dealers in that brokers do not take physical possession of the brokered items. For purposes of MBE counting, a prime contractor may only count the commissions paid to an MBE broker towards its MBE participation.
- (c) Certified MBE. A for-profit small business concern (i) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and (iii) whose eligibility is evidenced by a current WMATA Certification letter.
- (d) Contract Administrator (CA). An individual assigned by the contracting officer to support him/her in the general administration of the terms and conditions of each particular contract.

- (e) Contractor. Any individual or other legal entity that directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Washington Metropolitan Area Transit Authority (WMATA) contract, including a contract for carriage or commercial bills of lading, or a subcontract under a contract.
- (f) Good Faith Efforts (GFE). Efforts to achieve an MBE goal or other requirements of the Authority's MBE Program Plan which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement.
- (g) Joint Venture. An association of an MBE firm and one (1) 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 MBE 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) Manufacturer. A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (i) MBE Appendix B-2. The Notice of Requirements for an MBE, which when attached to a solicitation, implements the MBE requirements of the Authority's MBE Program in the award and administration of locally funded contracts.
- (j) Pre-certification. A requirement under 49 CFR § 26.81 Sub Part E, Section (5)(3c) that all certifications by the DCUCP be made final before the due date for bids or offers on a contract on which a firm seeks to participate as an MBE
- (k) Proposer: Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal in response to an open solicitation.
- (l) MBE Race-conscious. A measure or program that is focused specifically on assisting only Minority Business Enterprises (MBE), including women-owned MBEs.
- (m) Race-neutral. A measure or program that assists all small businesses. Race neutral Minority Business Enterprise (MBE) participation includes, but is not limited to, any time an MBE wins a prime contract through a customary competitive procurement procedure, is awarded a subcontract on a prime contract that does not carry an MBE goal, or even if there is an MBE goal, wins a subcontract from a prime contractor that did not consider its MBE status in making the award (e.g. strict low bid). For the purpose of the MBE program, race-neutral also includes gender-neutral participation in the MBE program.
- (n) Regular Dealer. A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (o) Socially and Economically Disadvantaged Individual. Any individual who is a citizen or other lawfully admitted permanent resident of the United States and who the Authority finds to be a socially and economically disadvantaged individual, and any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (1) African Americans, which includes persons having origins in any of the Black racial groups of Africa;
 - (2) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

- (3) Native Americans, members of a Federally or State recognized Indian tribe to receive the presumption of social disadvantage as a Native American. (Under Section 26.5 Part (2), the term "Native Americans" also includes Alaska Natives, or Native Hawaiians);
- (4) Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the North Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (5) Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
- (6) Women; and
- (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

5. HOW MBE PARTICIPATION IS COUNTED TOWARDS THE CONTRACT GOAL

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

- (a) When an MBE participates in a contract, only the value of the work performed by the MBE is counted towards the MBE goal.
 - (1) This amount includes the entire amount of that portion of a construction contract that is performed by the MBE's own workforce. This amount includes the cost of supplies and materials obtained by the MBE for the work of the contract, including supplies purchased or equipment leased by the MBE (except supplies and equipment the MBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) This amount includes the entire amount of fees or commissions charged by an MBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, towards the MBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When an MBE subcontracts part of its work under the contract to another firm, the value of the subcontract work may be counted towards the MBE goal only if the MBE's subcontractor is itself an MBE. Work that an MBE subcontracts to a non-MBE firm does not count towards the MBE goal.
- (b) When an MBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that an MBE performs with its own forces towards the MBE goal may be counted.
- (c) Expenditures to an MBE contractor towards the MBE goal may be counted only if the MBE is performing a commercially useful function on that contract.
 - (1) An MBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining

quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an MBE is performing a commercially useful function, the Authority will consider the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the MBE credit claimed for its performance of the work, and other relevant factors.

- (2) An MBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of MBE participation.
 - (3) If an MBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or if the MBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice for the type of work, the Authority will presume that the MBE is not performing a commercially useful function.
- (d) The following factors will be used by the Authority in determining whether an MBE trucking company is performing a commercial useful function:
- (1) The MBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible for on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the MBE goal.
 - (2) The MBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (3) The MBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers, it employs.
 - (4) The MBE may lease trucks from another MBE firm, including an owner- operator who is certified as an MBE. The MBE who leases trucks from another MBE receives credit for the total value of the transportation services the lessee MBE provides on the contract.
 - (5) The MBE may also lease trucks from a non-MBE firm, including an owner-operator. The MBE who leases trucks equipped with drivers from a non-MBE is entitled to credit for the full value of transportation services provided by non-MBE leased trucks, but only up to the equivalent of the total value of services provided by MBE-owned trucks or leased trucks with MBE employee drivers. Additional leasing services provided by non-MBE owned trucks with drivers may receive credit only for the fee or commission it receives resulting from the lease arrangement. The MBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by an MBE.
 - (6) MBEs that lease trucks without drivers from a non-MBE leasing company may receive credit for the total value of the transportation services if the MBE uses its own employees as drivers.
 - (7) The lease must indicate that the MBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the terms of the lease with the consent of the MBE, so long as the lease gives the MBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the MBE.
- (e) The following factors will be used to count expenditures with MBEs for materials or supplies towards the MBE goal:

- (1) If the materials or supplies are obtained from an MBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will be counted towards the MBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - (2) If the materials or supplies are purchased from an MBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will be counted towards the MBE goal. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if this person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long- term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
- (f) With respect to materials or supplies purchased from an MBE which is neither a manufacturer nor a regular dealer, i.e., the MBE is acting as a broker, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, may be counted towards the MBE goal, provided the fees are reasonable and are not excessive as compared to fees customarily allowed for similar services. The cost of the materials and supplies themselves may not be counted towards the MBE goal. All MBE firms must be certified by WMATA at the time of bid/proposal submission. Participation by a firm that is not certified as an MBE at the time of bid/proposal submission, does not count towards the MBE goal.
 - (g) The dollar value of work performed under this contract by a firm that WMATA decertifies as an MBE does not count towards the MBE goal.
 - (h) The participation of an MBE subcontractor does not count towards the contractor's MBE goal until the amount being counted towards the goal has been paid to the MBE.

6. **BID/PROPOSAL REQUIREMENTS (WITH THE INITIAL SUBMISSION):**

The bidder/proposer shall submit the following with its submission. Any bidder/proposer who fails to complete and return this information with its submission shall be deemed to be not responsive and may be ineligible for contract award. Bidders/proposers that fail to meet the MBE goal above and fail to demonstrate "good faith efforts" to justify waiver of the MBE goal (See paragraph 6.C. below) shall be deemed to be not responsible and will be ineligible for contract award.

- (a) Completed "**Schedule of MBE Participation**" (**MBE Attachment A-1**) sufficient to meet the above goal. If the bidder/proposer is an MBE firm and intends to satisfy the MBE requirement with its own firm, it must indicate in the Schedule of MBE Participation the area of work and percentage it will perform to satisfy the goal. If a full/partial waiver is being requested, the "Yes" line must be checked at the top left side of the Schedule. All bidders/proposers must attach current WMATA certification letters for each MBE listed on the Schedule.

- (b) Executed "**Letters of Intent (LOI) to Perform as a Subcontractor/Joint Venture**" (**MBE Attachment A-2**). If the bidder/proposer is not an MBE or is an MBE but intends to satisfy some of the MBE requirements by using other MBE firms, the bidder/proposer must attach one signed LOI from each certified MBE listed on the Schedule of MBE Participation.
- (c) **MBE Waiver Documentation (MBE Attachment A-3)**. If in its submission, the bidder/proposer fails to meet the MBE goal listed above, the bidder/proposer has the burden of furnishing sufficient documentation with its bid/proposal of its GFE to justify a waiver of the entire goal or a portion of the goal. Such justification shall be in the form of a detailed narrative report. The following is a list of actions that shall be considered as part of the bidder/proposer's good faith efforts to obtain MBE participation. This list is neither a mandatory checklist nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in certain cases:
- (1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid/pre-proposal meetings, advertising and/or written notices) the interest of all certified MBEs who have the capability to perform the contract. The bidder/proposer must solicit this interest within sufficient time to allow the MBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the MBEs are interested by taking appropriate steps to follow up initial solicitations. Selecting portions of the work to be performed by MBEs to increase the likelihood that the MBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Providing interested MBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (3) Negotiating in good faith with interested MBEs. It is the bidder/proposer's responsibility to make a portion of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs to perform the work. **"MBE - Unavailability Certifications" (MBE Attachment A-3)** shall be completed, signed by the MBE, and submitted as appropriate.
 - (4) A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as the contract goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract MBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the contract with its own organization does not relieve the offeror of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from MBEs if the price difference is excessive or unreasonable.
 - (5) Not rejecting MBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not

legitimate causes for the rejection or non-solicitation of bids/proposals in the contractor's efforts to meet the project goal.

- (6) Making efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (7) Making efforts to assist interested MBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of MBEs.

7. SUBMISSION REQUIREMENTS (AFTER BID/PROPOSAL SUBMISSION)

If applicable, the bidder/proposer shall submit the following items within ten (10) calendar days after notification that they are being considered for contract award:

- (a) **"Information for Determining Joint Venture Eligibility" (MBE Attachment A-4, pgs. 1-4).** Submittal shall be signed by all parties, dated, and notarized.
- (b) Copy of Joint Venture Agreement, if applicable. Submittal shall be signed by all parties, dated, and notarized.
- (c) For design-build contracts, if an MBE goal is specified in the MBE GOAL/ REQUIREMENTS, the bidder/proposer shall submit, with its initial bid/proposal, a list of MBE-certified firms that it intends to enter into subcontract agreements with for this contract. If no goal is specified in the solicitation and the bidder/proposer still intends to utilize MBEs in the performance of this contract, the bidder/proposer shall submit with its initial submission a list of those MBE-certified firms. The documentation requirements of the solicitation shall be completed and submitted at the time of bid/proposal submission for any contract in which an MBE goal is applicable or for any contract in which there was no goal established, but the offeror identified MBE-certified firms that it intended to enter into subcontract agreements with. Any bidder/proposer who fails to complete and return the information with its bid/proposal may be deemed to be not responsible and may be ineligible for contract award. Offerors that fail to meet the MBE goal, if any, specified in the solicitation and fail to demonstrate a good faith effort and/or to justify waiver of the MBE goal, may be deemed to be not responsible and may be ineligible for contract award.

8. CONTRACT ADMINISTRATION REQUIREMENTS

The following requirements apply after contract award:

- (a) The contractor shall include the following provision in each subcontract it awards in support of the MBE goal:

"The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WMATA contract or in the administration of its MBE program. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of its subcontracts. WMATA's MBE program requirements are incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon verification of the contractor's failure to carry out WMATA's approved program, the Department may impose sanctions which may include but are not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;

- (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future contracting opportunities as non-responsible.
- (b) The Contractor shall monitor the performance of its MBE subcontractors and collect and report data on MBE participation to WMATA's SBPO on the WMATA website at www.wmata.com under Doing Business with WMATA. Failure to submit these reports may result in suspension of contract payments.

Contractor shall include in its payment request invoice to WMATA, the nature of work performed by vendor name and payment associated with said work for that invoice pay period. Contractor shall include this clause in its contract with its subcontractors (first-tier sub) and require them (first-tier subs) to include this clause in their contracts with their subcontractors (second-tier subs).

The Contractor shall certify with each payment request that payment has been or will be made to all subcontractors that are due payment, within ten (10) days after receipt of payment from the Authority for work completed by that subcontractor. The Contractor shall inform the CO or COTR, with their payment request, of any situation in which scheduled subcontractor payments have not been made and the reason, therefore.

Contractor shall promptly report to the WMATA CO, COTR, and/or SBPO any non-compliance of work performed by any subcontractor. Contractor shall require its subcontractors (first-tier subs) to promptly report to it any non-compliance of work performed by the subcontractor (first tier subs) and any of the subcontractors (second-tier subs) hired by them (first-tier subs).

The Contractor shall require each subcontractor to report Prompt Payment data to WMATA's Small Business Programs Office online at www.wmata.com under Doing Business with WMATA. The subcontractor shall certify that payment has been timely received.

The contractor and the subcontractor are required to have prompt payment reporting training for each WMATA contract that has been awarded to them. Failure to complete this training may result in suspension of contract payments.

- (c) The contractor shall have a continuing obligation to maintain a schedule for tracking participation by MBE subcontractor(s) to meet its goal set forth above in this Appendix. The contractor shall not have MBE-obligated work performed nor the materials or supplies furnished by any individual or firm other than those named in the "Schedule of MBE Participation." If at any time, the contractor believes or has reason to believe that it needs to obtain a substitute for an MBE contractor named in the "Schedule of MBE Participation", the contractor shall, within ten (10) days, notify the (CA and the SBPO of that fact in writing on the "**Termination/Substitution/ Reduction Request" Form, (MBE Attachment A-5).**

A copy of the notice sent by the contractor to the affected MBEs, and the MBE response(s) must be included with the TSR request. The contracting officer shall meet with SBPO to review the documentation submitted. A written approval/denial determination will be made within ten (10) days. There is no appeal provision for this decision. A copy of the TSR decision shall be maintained in the contract file. Situations which may warrant substitution for an MBE firm includes, but is not limited to the following:

- (1) Evidence of change in ownership or circumstances regarding the firm's status as an MBE.
- (2) Death or physical disability, if the named subcontractor or MBE partner of the joint venture is an individual.
- (3) Dissolution, of a corporation or partnership.

- (4) Bankruptcy of the subcontractor, subject to applicable bankruptcy law, and only instances where the bankruptcy affects the contractor's ability to perform.
- (5) Inability to furnish a reasonable performance or payment bond, if required.
- (6) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- (7) Failure or inability to comply with a requirement of law applicable to contractors and subcontractors on a construction, alteration, or repair project.
- (8) Failure or refusal to execute the subcontract in accordance with the terms of an offer submitted to the contractor prior to the contractor's submission of its offer, but only where the CA or other delegated Authority representative can ascertain with reasonable certainty the terms of such offer. In the absence of any other factors, such a failure or refusal will be considered an unusual situation only if the bidder/proposer obtained, prior to bidding/proposing, an enforcement commitment from the subcontractor involved.
- (9) Failure to comply with the terms and conditions of this contract or those of its subcontract or joint venture agreement.

The contractor must have the prior, written approval of the CA and the SBPO before substitution of an MBE subcontractor, regardless of the reason for substitution. Failure to obtain the Authority's approval could result in the contractor's suspension or debarment.

If the request for substitution is approved, within seven (7) days thereafter, the contractor shall, if necessary to achieve the MBE Appendix B-2 goal, make every reasonable effort to subcontract the same or other work equivalent in value to other certified MBE firms. These efforts must be submitted in writing to the CA and the SBPO. Examples of reasonable efforts include, but are not limited to the following:

1. documentation of efforts made to assist the MBEs that needed assistance in obtaining bonding or insurance required by the bidder/proposer or the Authority;
 2. documentation of efforts to utilize the services of small business organizations, community, and contractor groups to locate qualified MBEs;
 3. documentation that the bidder/proposer has broken out contract work items into economically feasible units in fields where there are available MBE firms to perform the work; and
 4. evidence that adequate information was provided to interested MBEs about the plans, specifications, and requirements of the contract, and that such information was communicated in a timely manner.
- (d) The contractor shall forward copies of all subcontracts to the MBE Office at the time of their execution.
 - (e) The contractor shall not terminate an MBE subcontractor or an approved substitute MBE firm without WMATA's prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for an MBE subcontractor with its own forces or those of an affiliate, a non-MBE firm, or with another MBE firm.
 - (f) If the CA or other delegated Authority representative determines that the contractor has failed to comply with this MBE Appendix B-2, he/she will notify the SBPO of such noncompliance. The SBPO will contact the contractor to confirm the failure to comply and to request a corrective action plan. The contractor shall, after receipt of such notice, take corrective action. If the contractor fails or refuses to comply promptly, the CA or other

delegated Authority representative may issue a "stop work order" stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or for excess costs or damages by the contractor. When the Authority proceeds with such formal actions, it has the burden of proving that the contractor has not met the requirements of this Appendix. The contractor's failure to meet its MBE Appendix B-2 goal shall shift the burden to it to show that it has met the good faith requirements of this Appendix. After exhausting all of its administrative and legal remedies, if the contractor is found to have failed to exert a "good faith effort" to involve MBEs in the work, the Authority may suspend or debar the contractor.

- (g) The contractor agrees to cooperate in any studies or surveys as may be conducted by the Authority which are necessary to determine the extent of the contractor's compliance with this Appendix.
- (h) The contractor shall keep records and documents for five (5) years following performance of this contract to indicate compliance with this Appendix. These records and documents, or copies thereof, shall be made available at reasonable times and places for inspection by any authorized representative of the Authority and will be submitted upon request, together with any other compliance information that such representative may require.
- (i) If the Authority has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements regarding the MBE Program, the matter shall be referred to WMATA's SBPO, and WMATA's Office of Inspector General (OIG).
- (j) Contractor and its subcontractors shall use appropriate alternative dispute resolution mechanisms to resolve payment disputes. Contractor shall include this clause in its contract with its subcontractors (first-tier sub) and require them (first-tier subs) to include this clause in their contracts with their subcontractors (second-tier subs).
- (k) Contractor shall include these provisions in their subcontracts and require its subcontractors (first-tier) to include these provisions in their subcontracts with their subcontractors (second-tier).
- (l) Failure by the contractor to carry out the requirements of this Appendix is a material breach of this contract, that may result in the termination of this contract or such other remedy as the Authority deems appropriate.

SUMMARY OF SUBMITTALS

With the Response:

1. Completed "Schedule of MBE Participation" (MBE Attachment A-1)
2. Executed "Letters of Intent to Perform as a Subcontractor/Joint Venture" (MBE Attachment A-2).
3. Waiver Documentation, if applicable. Include narrative GFE report and completed "MBE Unavailability Certifications" (MBE Attachment A-3) as appropriate.
4. Copy of MBE Certification Letter(s) (one for each named MBE).

Response Requirements (Apparent Awardee):

1. If applicable, "Information for Determining Joint Venture Eligibility" (MBE Attachment A-4, pgs. 1, 2, 3, 4).
2. Copy of Joint Venture Agreement.

After Contract Award

1. **Termination/Substitution/Reduction Request Form, (MBE Attachment A-5)** (see paragraph 8.C) -- Submit as necessary.
2. Copies of subcontracts submitted at the time of their execution.

MBE Attachment A-1

SCHEDULE OF MBE PARTICIPATION (SUBMIT WITH BID/PROPOSAL)

Contract Number: _____ **Task order:** _____
Project Name: _____ **Name of the Bidder/Proposer:** _____
WAIVER IS REQUESTED: _____YES _____NO

The bidder/proposer shall complete this Schedule by identifying only those MBE firms who have agreed to perform work on this contract. The prices shall add up to an amount that is at least equal to the MBE percentage goal for the entire contract. The offeror agrees to enter into a formal agreement with the MBE firm(s) listed for the work, at an amount equal to, or greater than, the prices listed in this Schedule, subject to award of a contract with the Authority. If the total MBE amount is less than the MBE percentage goal, a waiver must be requested by checking "Yes" above. Waiver documentation of Good Faith Efforts (GFE) must be included with the bid/proposal submission.

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

Signature of Contractor's Representative
Title
Date

*If the MBE named is a second-tier or lower subcontractor, attach a separate document that lists the MBE's name, tier level (2nd, 3rd, etc.), name of the company with direct contractual relationship to the MBE, and a full explanation of the tiering arrangement.

MBE ATTACHMENT A-2

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

Contract Number: _____ **Task order:** _____

Project Name: _____ **TO:** _____
Name of the Bidder/Proposer

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

_____ An Individual

_____ A Corporation

_____ A Partnership

_____ A Joint Venture

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

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

Name of MBE Subcontractor/Joint Venture

Phone Number

Address:

City, State, and Zip:

WMATA Vendor ID #/MBE Cert. #

MBE Subcontractor Signature & Title

Date

The following is to be completed by the prime contractor. A copy of this letter must be returned to the MBE subcontractor to indicate acceptance.

To: _____ (Name of MBE)

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

WORK ITEMS	PROJECTED MBE COMMENCEMENT DATE	PROJECTED MBE COMPLETION DATE

(Date)

(Name of Prime Contractor & Acceptance
Signature)

MBE ATTACHMENT A-3
MBE UNAVAILABILITY CERTIFICATION

(SUBMIT WITH BID/PROPOSAL IF REQUESTING A WAIVER)

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

certify that on _____ I contacted the following MBE contractor(s) to obtain offer(s) for work
(Date)

items to be performed on _____ and _____

applicable) WMATA contact number WMATA task order (if

MBE Contractor

Work Items Sought

**Form of Bid/Proposal Sought
(i.e., Unit Price, Materials and
Labor Only, Etc.)**

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

Signature: _____ Date: _____

_____ was offered an opportunity to submit a bid/proposal on the
above

(Name of MBE Contractor)

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

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

(Signature of MBE Contractor)

Date

MBE ATTACHMENT A-4
Information for Determining Joint Venture Eligibility

Page 1

.....
Name and address of Joint Venture:

Contact Person: _____ Telephone: _____

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

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

.....
Name and address of Joint Venture partner:

Contact Person: _____ Telephone: _____

Status of firm: ☐ MBE ☐ Non-Minority

Does firm have current Metro, DC DOT or DCUCP MBE certification? ☐ Yes ☐ No

.....
Name and address of Joint Venture partner:

Contact Person: _____ Telephone: _____

Status of firm: ☐ MBE ☐ Non-Minority

Does firm have current Metro, WCP MBE certification? ☐ Yes ☐ No

.....
Describe the nature of the Joint Venture's business:

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

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

Information for Determining Joint Venture Eligibility

Page 2

.....

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

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

TOTALS:

.....

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

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

Name: _____ Race: _____

Title: _____ Sex: ☐ Male ☐ Female

Company affiliation: _____

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

Name: _____ Race: _____

Title: _____ Sex: ☐ Male ☐ Female

Company affiliation: _____

3. Supervision of field operations:

Name: _____ Race: _____

Title: _____ Sex: ☐ Male ☐ Female

Company affiliation: _____

.....

Information for Determining Joint Venture Eligibility

Page 3

.....

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

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

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

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

(NAME OF FIRM)

(NAME OF SECOND FIRM)

(SIGNATURE OF AFFIANT)

(SIGNATURE OF AFFIANT)

(PRINT NAME)

(PRINT NAME)

(TITLE)

(TITLE)

(DATE)

(DATE)

.....

Information for Determining Joint Venture Eligibility

Page 4

.....
Date: _____ State: _____ County: _____

On this _____ day of _____, 20____,

before me appeared _____
(Name)

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

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

(Seal) _____ Sworn and subscribed before me

(Notary Public)

Commission Expires: _____
.....

Date: _____ State: _____ County: _____

On this _____ day of _____, 20____,

before me appeared _____
(Name)

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

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

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

Commission Expires: _____

MBE Attachment A-5

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM TERMINATION/SUBSTITUTION/REDUCTION REQUEST (TSR) INSTRUCTIONS

*Terms used on this form, *contractor* and *subcontractor* are synonymous with *consultant* and *Sub-consultant* respectively.

The contractor shall follow the guidelines provided in this MBE Appendix B-2 when deciding to terminate/substitute or reduce the work of an MBE listed on the Schedule of MBE Participation. The contractor shall make all reasonable efforts to avoid termination, substitution or reducing the work of an MBE listed on the MBE Letter of Intent. All terminations, substitutions, and reductions in scope must be approved in writing by the Chief Procurement Officer (CPRO) or designee.

The process for substitution is as follows:

- A. Submit a written request on the attached form to the Contract Administrator (CA) and a copy to the MBE vendor;
- B. The MBE vendor has ten (10) days to respond to the CO and forward a copy to the prime contractor;
- C. A copy of the TSR request and MBE vendor response is forwarded to the MBE liaison or designee;
- D. The MBE liaison and CO meet to discuss TSR and make a determination;
- E. The contractor receives approval/denial from the CA; and
- F. If approved, the contractor submits Good Faith Efforts (GFE) documentation.

The contractor must demonstrate GFE to replace a committed MBE firm with another committed MBE firm. Reasonable methods to resolve performance disputes must be applied. If an MBE subcontractor is approved to be terminated or fails to complete its work on the contract for any reason, the prime contractor will make GFE to find another MBE subcontractor to replace the original MBE. The GFE will be directed at finding another MBE to perform at least the same amount of work under the contract as the MBE that was terminated or replaced, to the extent needed to meet the contract goal established for the project.

GFE documentation must be submitted to WMATA within seven (7) calendar days from the date WMATA approves the request.

The contractor shall submit an amended MBE Letter of Intent and a copy of the new subcontract with the substitute MBE's name, description of work, NAICS code, Vendor Identification Number, and dollar value of work. Approval from WMATA must be obtained prior to the substituted MBE beginning work.

MBE Attachment A-5
Washington Metropolitan Area Transit Authority
Minority Business Enterprise Program
Termination/Substitution/Reduction (TSR) Request
Form

Contract Number: _____ **MOD:** _____ **Task Order:** _____

Prime Contractor: _____ **Vendor Identification No.:** _____

MBE Firm: _____ **MBE Certification No.:** _____

Requestor: _____ **Email:** _____

Phone No: _____

Type of _____ Termination _____ Substitution _____ Reduction
Request:

1. Is this request due to a WMATA Change Order/Scope?

_____ Yes, explain the Change Order/Scope impact on MBE participation.

_____ No, select below the fact(s) and the reason(s) for the request (see attached instructions).

- _____ Failure or refusal to execute the written contract;
- _____ Failure or refusal to perform work in accordance with normal industry standards;
- _____ Bankruptcy, insolvency, or exhibits credit unworthiness;
- _____ Is ineligible to work because of suspension or debarment proceedings;
- _____ Is not a responsible contractor;
- _____ Voluntarily withdraws from the project and provides to WMATA written notice of its withdrawal;
- _____ Is Ineligible to receive MBE credit for the type of work required;
- _____ The owner died or became disabled resulting in inability to complete work on the contract; or
- _____ Other documented good cause (attach documentation).

***Attach a brief statement of facts describing the situation
and any documentation to substantiate selection above.***

2. Date determined the MBE is unwilling, unable or ineligible to perform work. _____

3. Date of written notice to MBE: _____

(Attach a copy of MBE notice and MBE response with this TSR request.)

4. Amount of MBE subcontract. \$ _____

5. Amount paid to MBE for work completed. \$ _____

6. MBE amount to be substituted. \$ _____

7. Proposed New Subcontractor Name (if applicable).

8. Projected date for replacement subcontractor to commence work: _____

9. Is the replacement a WMATA certified MBE?

____ Yes (Please submit a new MBE Letter of Intent for each new MBE)

____ No (Please submit Good Faith Effort (GFE) documentation with this request)

10. Is this project scheduled to meet the agreed upon MBE goal? _____Yes_____No

Original MBE Subcontractor Signature

Date

Prime Contractor Signature

Date

WMATA Contracting Officer Signature

Date

FOR WMATA USE ONLY

Request is: _____Approved_____Denied

WMATA: _____
Signature

APPENDIX B-3

SECTION I: GENERAL PROVISIONS

I. Purpose

The purpose of the Minority Business Enterprise (MBE), Micro Business Program, Small Business Enterprise (SBE), and Small Business Program (SBP) initiatives is to maximize the utilization of minority-owned, women-owned, and small businesses in Metro's contracting processes. Utilization equates to the execution of contracts and other purchasing agreements between Metro and MBE/MBP/SBP and SBE certified businesses either directly through prime contracting, or indirectly by way of subcontracting agreements between a prime contractor and one or more certified MBEs.

II. Scope

The requirements outlined herein shall apply to all non-federally funded procurements and purchases for supplies, services, maintenance, construction, architectural, and engineering services.

All Metro departments that utilize non-federal operating funds to contract for supplies, goods, and services shall be subject to the requirements of the MBE/MBP/SBP and SBE Programs and shall submit an annual report to the Small Business Programs Office summarizing the awards made to Metro-certified businesses from these programs.

Departments shall use the District of Columbia Unified Certification Program (DCUCP) Directory to seek out and directly solicit certified small and minority businesses for all qualified purchases, including purchase card purchases.

III. Policies and Objectives

It is Metro's intention to avoid being an active or passive participant in public or private sector discrimination or in any exclusion mechanism that restricts fair and open access. The remedies described herein are narrowly tailored and are meant to address inequitable conditions that affect businesses directly impacted by Metro's contracting policies.

- A. Metro will use race and gender-neutral measures to the greatest extent possible and will only seek to use race and gender-conscious measures if and when it is clear that the race and gender-neutral measures alone are or will be insufficient to remedy the effects of ongoing discrimination.
- B. The primary objectives of the MBE/SBE/SBP programs are as follows:
 - a) To identify small, minority, and women-owned businesses that may qualify for Metro's Socioeconomic Program certification.
 - b) To ensure that all identified businesses are aware of the contracting opportunities available through Metro and the benefits associated with becoming certified by Metro.
 - c) To educate and prepare businesses to successfully compete either directly or indirectly for Metro's business,
 - d) To remove or minimize any internal or external barriers that result in small, women, or minority-owned businesses being left at a disadvantage while seeking to compete for Metro's business.
 - e) To establish a broader base of local businesses that, through successfully contracting with the Washington Metropolitan Area Transit Authority (WMATA), are able to achieve and sustain higher levels of economic growth and stability in the community.

IV. MBE, SBP, MBP and SBE Eligibility Criteria

1. MBE Program

- A. Minority-owned businesses may qualify to participate in the MBE Program based on the size of the business and other ownership and control factors. All businesses applying for MBE certification must submit documentation that demonstrates, at a minimum, that the applicant:
 - (a) Is an independently owned and operated for-profit business concern that is not dominant in its field of operation.
 - (b) Owner(s) is a United States (US) citizen or lawfully admitted permanent resident of the US.
 - (c) Does not exceed the three (3)-year average business revenue or employee size standards for each work area (NAICS codes) requested.
 - (d) Does not exceed the Small Business Administration (SBA) overall annual small business revenue cap of \$28.48 million.
 - (e) Is at least 51% owned and controlled by socially and economically disadvantaged individual(s).
 - (f) 51% business owner(s) PNW does not exceed the \$1.32 million cap set by WMATA.
- B. MBE applicants whose businesses are headquartered in the District of Columbia, Maryland, or Virginia (DMV) are considered home state applicants for Metro and are not required to have their respective home state certification in order to apply for Metro's MBE program. However, those DMV-located businesses that have valid home state certification may submit proof of such in order to expedite Metro's MBE certification process.
- C. All other non-DMV (out-of-state) applicants must already be DBE or MBE certified by their home state in order to apply for Metro's MBE certification. MBE applicants whose home state does not have a qualified MBE or DBE certification program are exempt from this requirement.
- D. MBE applicants must verify eligibility for certification by providing administrative, technical, and financial business documentation such as federal tax returns, financial statements, licenses, insurance certificates, and resumes.
- E. The MBE program is a race conscious program.

2. Small and Micro Business Eligibility Criteria

- A. In addition to the general requirements outlined in Parts A(1)(a) and (b) above, any small business, including a minority or women-owned small business, may qualify for small and/or micro business certification if the following criteria are met:
 - (a) SBP:
 - (i) The business must be physically headquartered within the DMV.
 - (ii) The SBP applicant's most recent three (3)-year average business receipts must be less than or equal to \$10 million; and
 - (iii) The current number of full-time employees must be less than or equal to fifty (50).
 - (b) MBP:
 - (i) The business must be physically located within the DMV.

- (ii) The most recent 3-year average business receipts must be less than or equal to \$3 million; and
 - (iii) The current number of full-time employees must be less than or equal to twenty-five (25).
- B. All SBP and MBP applicants must provide, at minimum documentation to verify for-profit status independent ownership, citizenship status primary business location, 3-year average business receipts, and number of full-time employees.
- C. The SBP and MBP are the race-neutral component of the MBE Program and a prime contracting opportunity for those small businesses that meet the criteria.

3. Small Business Enterprise Criteria

- A. In accordance with 49 Code of Federal Regulations 26:39: Fostering Small Business Participation, WMATA has amended its DBE Program Plan to include the Small Business Enterprise (SBE) element, which is the race-neutral component of the DBE Program. Firms wishing to participate as an SBE must meet the Following:
 - (a) 51% percent owned, managed, and controlled by one or more economically disadvantaged individual(s)
 - (b) Must be a small business as defined by Small Business Administration (SBA)
 - (c) Personal Net Worth Limit: \$1.32 million
 - (d) Gross receipts must not exceed \$28.48 million averaged out over three years
 - (e) The firm must be organized as a for-profit business

APPENDIX C

Contractor Oversight Certification -- N/A

APPENDIX D- WMATA SERVICE LEVEL AGREEMENT

N/A

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 WMATA that the supplies, services, or other work conform to the applicable contract requirements.

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

Amendment: Written instructions issued prior to the date set for solicitation opening to clarify, revise, add or delete requirements of the Solicitation.

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

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 (1) or terms of the Contract which, if material, shall constitute a basis for potential default.

Certified MBE: A for-profit small business concern (i) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and (iii) whose eligibility is evidenced by a current WMATA Certification letter. (See Appendix B-2 for an explanation of how WMATA's MBE program works.)

Change or Change Order: A written alteration issued, upon agreement of both parties or unilaterally by WMATA, 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 WMATA and one (1) or more offerors of a limited nature, whereby offerors may be given the opportunity to clarify certain aspects of their proposal or to resolve minor irregularities, informalities or clerical errors.

Constructive Change: An act or omission by WMATA 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 WMATA and the Contractor awarded pursuant to this solicitation.

Contract Administrator: WMATA'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 the Contract.

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

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

Contracting Officer's Technical Representative: The person to whom the Contracting Officer delegates WMATA and responsibility for post-award execution of technical issues regarding the Contract. The Contracting Officer's Technical Representative is WMATA's primary point of contact with its Contractor.

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

Descriptive literature: Information provided by 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.

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 the Contract.

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.

Disadvantaged Business Enterprise (DBE): A for-profit small business concern that has been certified by WMATA 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.

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

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

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

Force Majeure: An unforeseen event or circumstance, beyond the control of, and not occasioned by the fault or neglect of, the Contractor or WMATA, 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 this Contract unless specifically listed as such in the Scope 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.

Micro Business Program (MBP): A race-neutral contracting program that sets aside purchases for competition amongst very small businesses only. Eligibility is restricted to businesses that have their primary office located in Maryland, the District of Columbia or Virginia.

Milestone: A specified date in the 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 solicitation 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 WMATA's interests.

Minority Business Enterprise (MBE): A business must be at least 51% owned and controlled by one or more socially-and economically-disadvantaged individuals. Under current State law, an individual is presumed to be socially and economically disadvantaged if that individual belongs to one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, Native Americans, and Women. Persons who own and control their business, but are not members of one of the above groups, also may be eligible for MBE certification if they establish their social and economic disadvantage.

Notice to Proceed: Written notice issued by WMATA 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 to this solicitation.

Option: A unilateral right in the Contract by which, for a specified time, WMATA 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 WMATA, 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 the 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.

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.

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 WMATA, 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 WMATA-owned equipment, facilities and systems; communication services; Architect-Engineering services; professional and consulting services; and transportation and related services.

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

Similar: Generally, the same but not necessarily identical; details shall be worked out in relation to 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 the Contract.

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

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

Solicitation: Invitation for Bids (IFB) or Request for Proposal (RFP)

Statement of Work/Scope of Work (SOW): The portion of a contract or solicitation 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.

Subcontract: An agreement between the Contractor and another party, or between other subcontractors at any tier, to perform a portion of the 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.

Submittal: Written or graphic document or samples prepared for the work by the Contractor or a subcontractor and submitted to WMATA, 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, that functionally meets the requirements of the Contract, but is submitted in lieu of item specified therein.

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.

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 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.

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 project.

WMATA Certification Programs (WCP): Includes all federal and non-federal certification programs offered by WMATA, i.e., DBE, SBE, MBE, SBP and MBP certifications. The MBE, SBP and MBP covers non-federally funded contract activity.

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 this Contract to accomplish the Contract's stated objectives in a timely and fully satisfactory manner.