




WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street NW, Washington DC 20001

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION Amendment 004		2. EFFECTIVE DATE June 14, 2017	
3. ISSUED BY PURCHASING SECTION Karen A. McSween (202) 962-5542 Office of Procurement & Materials 600 Fifth Street, NW Washington, DC 20001		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS <small>(Street, city, county, state, and Zip Code)</small>		6. FORM TYPE <small>(Check only one)</small> <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. <u>CQ17128/KAM</u> DATE <u>April 26, 2017</u> <small>(See block 7)</small> _____ MODIFICATION OF CONTRACT/ORDER NO. _____ DATE _____ <small>(See block 9)</small>	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers _____ is extended, <input checked="" type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning <u>2</u> copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) _____ This Change Order is issued pursuant to _____ The Changes set forth in block 10 are made to the above numbered contract/order. (b) _____ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) _____ This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION The Following Changes are Made to RFP CQ17128/KAM: A. Insurance Requirements, Chapter VII of RFP – Indemnification/Insurance is deleted in its entirety and replaced with re-issued Indemnification & Insurance attached. (See Continuation Page) <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS AMENDMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE.		_____ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY _____ <small>(Signature of person authorized to sign)</small>		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <small>(Signature of Contracting Officer)</small>	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print) Lisa Dunlap	17. DATE SIGNED June 14, 2017

- B. Appendix I – Evaluation Criteria For Taxi Contractors to Serve as MetroAccess Service Providers is amended by deleting Item B under Section II – Insurance in its entirety and replacing it with the following:

Contractor shall include as a pass-through to any taxi providers the Minimum Insurance Requirements; 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.

- C. Price Schedule Sheets are deleted in its entirety and replaced with re-issued Price Schedule Sheets Attached.
- D. Replace Background Checks language in Scope of Work, Service Delivery Portion, Part VI, Section 3.3 with the attached language.
Also, created and attached is Appendix L - Criminal Background Screening Forms and Policy.
- E. Rate Pricing Sheet is replaced and attached with detail Rate Pricing Sheet in Excel.

-END OF AMENDMENT 004-

CHAPTER VII – INDEMNIFICATION/INSURANCE

Indemnification/Insurance is deleted in its entirety and replaced by Amendment 004 with the following:

Indemnification and Insurance for MetroAccess Service RFP
6/1/2017

Indemnification, Risk Allocation and Insurance

Indemnification

- 1) Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, from loss, including but not limited to all liabilities, obligations, damages, penalties, claims, costs, charges, demands, actions, suits, settlements, judgments and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including but not limited to personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor, the Authority, or others, occurring in connection with, or in any way arising out of the use or occupancy of the Authority's property, and/or performance of the work including any acts in connection with activities to be performed under this contract, whether those activities are performed by Contractor or on the behalf of Contractor, unless the loss is due to the sole negligence of the Authority. This indemnification does not apply to loss arising out of Contractor's use of vehicles that are owned by WMATA, or vehicles that are owned by WMATA and leased to Contractor, provided that Contractor is using these vehicles while fulfilling its obligations under this contract. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any obligation of Contractor under this Contract.
- 2) The above indemnification by WMATA is further limited in that WMATA will be responsible for loss arising out of vehicles that are owned by WMATA and vehicles that are owned by WMATA and leased to Contractor, only when such loss: Is the direct result of Contractor's use of said vehicles while fulfilling its obligations under this contract, and; Loss would otherwise be covered under an unmodified Insurance Services Office (ISO) Business Auto Liability policy form CA 00 03 06.
- 3) Notwithstanding anything to the contrary above, WMATA's responsibility for loss will not exceed Ten Million Dollars (\$10,000,000), which includes, but is not limited to allocate loss adjustment expense (ALAE).

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	\$5,000,000	Each Occurrence Limit
	\$5,000,000	General Aggregate Limit
Business Auto Liability	\$10,000,000	Combined Single Limit

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

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

II. COVERAGE-SPECIFIC REQUIREMENTS

Commercial General Liability

- 1) Commercial General Liability (CGL) shall be written on ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.

- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and an Umbrella/Excess Liability coverage form(s), provided that the Umbrella/Excess Liability coverage form(s) provides the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" section below.
- 5) Defense Costs (Allocated Loss Adjustment Expense) must be included and outside of the policy limits for all primary liability and Umbrella/Excess Liability policies.

Business Auto Liability

- 1) Business Auto Liability insurance shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Policy must cover All Autos, including vehicles that are owned by WMATA and/or leased to Contractor, that are used by Contractor in fulfilling its obligations under this contract
- 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) 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.

III. 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 with its proposal, and at least annually thereafter to 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.

The Certificate Holder box should read:

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

Additionally:

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

Required Documentation

- 1) As a means to evaluate this alternative price option, Contractor must submit the following to WMATA in its response to this RFP:
 - a. Copy of all applicable Business Auto Liability and Umbrella Excess Liability Policies. These policies can be redacted to remove confidential information that is not relevant to this RFP, however the policy pricing/premium cost information necessary for WMATA to evaluate the proposal cannot be removed.
 - b. If applicable Business Auto Liability policy(s) are subject to an insured retention (SIR, Deductible, Retrospective Rating Plan, Captive Insurance Company), Contractor must also submit 5 years historical loss experience that is valued within the last thirty (30) days as a means for WMATA to evaluate costs within the Contractors' insured retention."

PRICE SCHEDULE SHEET - (REVISED BY AMENDMENT 004)

THIS CONTRACT IS FOR SERVICE DELIVERY (SD) PORTION ONLY WITH A FIVE YEAR BASE; WITH OPTION ONE FOR ONE YEAR; OPTION TWO FOR TWO YEARS; AND OPTION THREE FOR TWO YEARS.

NOTE: YOU MAY SUBMIT A PROPOSAL FOR SERVICE LEVEL 1 OR FOR SERVICE LEVEL 2, BUT NOT BOTH.

SERVICE LEVEL 1: 10.00% - 25.00%

A. Offeror Name

B. Service Level Proposal Percentage

(not to exceed 25%)

Year One of Base July 1, 2018 - June 30, 2019

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
1	Revenue Hour Rate	\$
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,121,935) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0
4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	1,891,864
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0
7	Grand Total (Line 3 + 6)	\$ 0

Year Two of Base July 1, 2019 - June 30, 2020

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
1	Revenue Hour Rate	\$
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,185,593) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0

4	Taxi Service Rate per Mile	\$	
5	Estimated Total Taxi Miles		1,929,701
6	Total Taxi Service (multiply Line 4 by Line 5)	\$	0
7	Grand Total (Line 3 + 6)	\$	0

Year Three of Base July 1, 2020 - June 30, 2021

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate	
1	Revenue Hour Rate	\$	
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,251,161) multiplied by the Service Level Bid Percentage entered on Line B above)		
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$	0
4	Taxi Service Rate per Mile	\$	
5	Estimated Total Taxi Miles		1,968,295
6	Total Taxi Service (multiply Line 4 by Line 5)	\$	0
7	Grand Total (Line 3 + 6)	\$	0

Year Four of Base July 1, 2021 - June 30, 2022

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate	
1	Revenue Hour Rate	\$	
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,318,696) multiplied by the Service Level Bid Percentage entered on Line B above)		
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$	0
4	Taxi Service Rate per Mile	\$	
5	Estimated Total Taxi Miles		2,007,661
6	Total Taxi Service (multiply Line 4 by Line 5)	\$	0
7	Grand Total (Line 3 + 6)	\$	0

Year Five of Base July 1, 2022 - June 30, 2023

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate	
1	Revenue Hour Rate	\$	

2	Estimated Annual Revenue Hours (Total Revenue Hours (2,388,257) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0
4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	2,047,814
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0
7	Grand Total (Line 3 + 6)	\$ 0

Grand Total Base Years

1	Year One of Base July 1, 2018 - June 30, 2019	\$ -
2	Year Two of Base July 1, 2019 - June 30, 2020	\$ -
3	Year Three of Base July 1, 2020 - June 30, 2021	\$ -
4	Year Four of Base July 1, 2021 - June 30, 2022	\$ -
5	Year Five of Base July 1, 2022 - June 30, 2023	\$ -
6	Grand Total Base Years	\$ -

Option One: Year One July 1, 2023 - June 30, 2024

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
1	Revenue Hour Rate	\$
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,459,905) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0
4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	2,109,248
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0
7	Grand Total (Line 3 + 6)	\$ 0

Option Two: Year One July 1, 2024 - June 30, 2025

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
1	Revenue Hour Rate	\$

2	Estimated Annual Revenue Hours (Total Revenue Hours (2,533,702) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0
4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	2,172,525
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0
7	Grand Total (Line 3 + 6)	\$ 0

Option Two: Year Two July 1, 2025 - June 30, 2026

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
1	Revenue Hour Rate	\$
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,609,713) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0
4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	2,237,701
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0
7	Grand Total (Line 3 + 6)	\$ 0

Option Three: Year One July 1, 2026 - June 30, 2027

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
1	Revenue Hour Rate	\$
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,688,004) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0
4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	2,304,832
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0
7	Grand Total (Line 3 + 6)	\$ 0

Option Three: Year Two July 1, 2027 - June 30, 2028

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
1	Revenue Hour Rate	\$
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,768,644) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0
4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	2,373,977
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0
7	Grand Total (Line 3 + 6)	\$ 0

Grand Total Option Years

1	Option One Year One July 1, 2023 - June 30, 2024	\$ -
2	Subtotal Option One	\$ -
3	Option Two Year One July 1, 2024 - June 30, 2025	\$ -
4	Option Two Year Two July 1, 2025 - June 30, 2026	\$ -
5	Subtotal Option Two	\$ -
6	Option Three Year One July 1, 2026 - June 30, 2027	\$ -
7	Option Three Year Two July 1, 2027 - June 30, 2028	\$ -
8	Subtotal Option Three	\$ -
9	Grand Total Option Years (Line 2 + 5 + 8)	\$ -

Grand Total All Years

1	Grand Total Base Years	\$ -
2	Grand Total Option Years	\$ -
3	GRAND TOTAL	\$ -

SEE RATE PRICING SHEET ATTACHED FOR COMPLETION TO SUBMIT WITH PRICING PROPOSAL

 Authorized Signature

 Company Name

Option Three: Year Two July 1, 2027 - June 30, 2028

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
1	Revenue Hour Rate	\$
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,768,644) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0
4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	2,373,977
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0
7	Grand Total (Line 3 + 6)	\$ 0

Grand Total Option Years

1	Option One Year One July 1, 2023 - June 30, 2024	\$ -
2	Subtotal Option One	\$ -
3	Option Two Year One July 1, 2024 - June 30, 2025	\$ -
4	Option Two Year Two July 1, 2025 - June 30, 2026	\$ -
5	Subtotal Option Two	\$ -
6	Option Three Year One July 1, 2026 - June 30, 2027	\$ -
7	Option Three Year Two July 1, 2027 - June 30, 2028	\$ -
8	Subtotal Option Three	\$ -
9	Grand Total Option Years (Line 2 + 5 + 8)	\$ -

Grand Total All Years

1	Grand Total Base Years	\$ -
2	Grand Total Option Years	\$ -
3	GRAND TOTAL	\$ -

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 Authorized Signature

 Company Name

 Date

PRICE SCHEDULE SHEET – (REVISED BY AMENDMENT 004)

NOTE: YOU MAY SUBMIT A PROPOSAL FOR SERVICE LEVEL 1 OR FOR SERVICE LEVEL 2, BUT NOT BOTH.

SERVICE LEVEL 2: 25.01% - 50.00%

A. Offeror Name _____

B. Service Level Proposal Percentage _____

(not to exceed 50%)

Year One of Base July 1, 2018 - June 30, 2019

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
1	Revenue Hour Rate	\$
2	Estimated Annual Revenue Hours (Total Revenue Hours (2,121,935) multiplied by the Service Level Bid Percentage entered on Line B above)	
3	Estimated Annual Cost Year One (multiply Line 1 by Line 2)	\$ 0
4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	1,891,864
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0
7	Grand Total (Line 3 + 6)	\$ 0

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2	Estimated Annual Revenue Hours (Total Revenue Hours (2,185,593) multiplied by the Service Level Bid Percentage entered on Line B above)	
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4	Taxi Service Rate per Mile	\$
5	Estimated Total Taxi Miles	1,929,701
6	Total Taxi Service (multiply Line 4 by Line 5)	\$ 0

7	Grand Total (Line 3 + 6)	\$	0
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Year Three of Base July 1, 2020 - June 30, 2021

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate	
1	Revenue Hour Rate	\$	
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4	Taxi Service Rate per Mile	\$	
5	Estimated Total Taxi Miles		1,968,295
6	Total Taxi Service (multiply Line 4 by Line 5)	\$	0
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No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate	
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Grand Total Base Years

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2	Year Two of Base July 1, 2019 - June 30, 2020	\$ -
3	Year Three of Base July 1, 2020 - June 30, 2021	\$ -
4	Year Four of Base July 1, 2021 - June 30, 2022	\$ -
5	Year Five of Base July 1, 2022 - June 30, 2023	\$ -
6	Grand Total Base Years	\$ -

Option One: Year One July 1, 2023 - June 30, 2024

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
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Option Two: Year One July 1, 2024 - June 30, 2025

No.	Service Level: Number of Annual Revenue Hours ("RH")	Fixed Hourly Rate
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2	Estimated Annual Revenue Hours (Total Revenue Hours (2,533,702) multiplied by the Service Level Bid Percentage entered on Line B above)	
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Option Three: Year One July 1, 2026 - June 30, 2027

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5	Estimated Total Taxi Miles	2,304,832
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Grand Total All Years

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2	Grand Total Option Years	\$ -
3	GRAND TOTAL	\$ -

SEE RATE PRICING SHEET ATTACHED FOR COMPLETION TO SUBMIT WITH PRICING PROPOSAL

 Authorized Signature

 Company Name

 Date

3.3 Background Checks

It is WMATA's policy to provide a safe and secure environment for WMATA customers, the general public, WMATA employees, and contractor employees and to provide for the protection and preservation of WMATA property and information. To promote and advance this policy, WMATA screens candidates for employment with WMATA for their criminal conviction histories, and WMATA requires its contractors to screen all contractor personnel who will have access to WMATA customers, the general public, WMATA property, or WMATA information for their criminal conviction histories.

The contractor shall have the sole responsibility for, and shall assure, adequate criminal background screening on a semi-annual basis of all contractor personnel who will have access to WMATA customers, the general public, WMATA property, or WMATA information. In conducting the screening, the contractor shall take due regard for the nature of the person's job, with particular regard for the person's exposure to and interaction with WMATA's customers and the general public. Screening should be job related for the position in question and consistent with business necessity. The contractor shall not place any person on, or engage any person for work under, the contract with WMATA if that person would have access to WMATA customers, property, or information or the general public and that person does not pass the contractor's criminal background screening.

Before any of the contractor's personnel may operate a WMATA vehicle or be exposed to or interact with WMATA customers, the contractor shall certify to the contracting officer that each such person passed the contractor's criminal background screening requirement by submitting a completed Criminal Background Screening Certification (Individual) in the form attached (see Appendix L) together with a copy of the screening report evidencing that the person passed the contractor's criminal background screening. Additionally, on a semi-annual basis, the contractor shall certify to the contracting officer the contractor's compliance with the criminal background screening requirement and that all persons working on the WMATA contract and required to be screened have been screened (or re-screened) and have passed the contractor's criminal background screening in the prior one-hundred eighty (180) day period by submitting a completed Criminal Background Screening Certification (Semi-Annual) in the form attached (see Appendix L).

The Service Delivery Contractor(s) shall ensure compliance regarding background checks of all employees working on this Contract. SDCs will submit a plan for their initial background check procedure prior to employees commencing training. WMATA will provide the SDCs with driver's license check consent forms that the Contractor's employees shall complete and sign. Upon receipt of the signed forms, WMATA will provide, at no cost to the contractor, periodic driver's license checks for suspensions or moving violations for all SD contract employees. WMATA will advise contractor(s) of adverse findings, and contractor(s) will be expected to remove the affected employees from service immediately upon notification. Contractor(s) shall have a redundant checklist methodology that ensures no person is added to Trapeze until ALL required

onboarding steps, including (but not limited to) background checks have been completed.

The Contractors shall also maintain a separate list of all employee names with Social Security numbers. This list will be transmitted to a WMATA-specified distribution list comprised of Police and Medical personnel. This list shall be delivered every month on the first day of the month in a secure, encrypted manner so as to fully protect personally identifiable information. Distribution for this list will be severely restricted and will only be used for purposes such as drug and alcohol compliance, motor vehicle record checks, etc. All changes from the previous month will be marked with a status and effective date such as new hire, separation (by type), reassignment, promotion, etc.

For the contractor's information, a copy of WMATA's criminal background screening policy is attached (see Appendix L). The contractor shall provide the contracting officer with a copy of the contractor's criminal background screening policies and procedures at the time of contract award. If at any time subsequent to contract award the contractor revises its criminal background screening policies and procedures, the contractor shall notify the contracting officer and provide a copy of the revised policies and procedures.

The contractor shall indemnify WMATA and hold WMATA harmless from any and all claims, demands, damages, costs and expenses, including attorneys' fees and other costs and expenses associated with any claims, demands, etc., and other liabilities and relief arising out of or resulting from the contractor's criminal background screening obligation and process.

Appendix L

**CRIMINAL BACKGROUND SCREENING CERTIFICATION
(INDIVIDUAL)**

The Contractor hereby certifies that:

- (1) The Contractor has contracted with or otherwise engaged a reputable third-party vendor to conduct criminal background screenings of all Contractor personnel who will have access to WMATA customers, the general public, WMATA property, or WMATA information in connection with the Contractor's contract with WMATA (the "WMATA contract").
- (2) The Contractor has screened _____
[Full Name of Individual Screened by Contractor]
for his/her criminal conviction history pursuant to standards that comply with the requirements of the WMATA contract and take due regard for the nature of the job to which he/she will be assigned and his/her exposure to and interaction with WMATA's customers and the general public.
- (3) The Contractor's screening of the person identified in paragraph (2) above occurred within thirty (30) days of the date of this Certification.
- (4) The Contractor has determined that the person identified in paragraph (2) above passed the Contractor's criminal background screening and is fit to work on the WMATA contract.
- (5) The Contractor has attached a copy of the criminal background screening report from the Contractor's third-party vendor on the person identified in paragraph (2) above.
- (6) The Contractor shall inform WMATA immediately if the Contractor obtains or otherwise becomes aware of any information about the person identified in paragraph (2) above that contradicts or otherwise impacts the Contractor's determination that such person passed the Contractor's criminal background screening and/or is fit to work on the WMATA contract.

Signature of Contractor's Representative

Name and Title of Contractor's Representative

Name of Contractor

Date

**CRIMINAL BACKGROUND SCREENING CERTIFICATION
(SEMI-ANNUAL)**

The Contractor hereby certifies that:

- (1) The Contractor has contracted with or otherwise engaged a reputable third-party vendor to conduct criminal background screenings of all Contractor personnel who would have access to WMATA customers, the general public, WMATA property, or WMATA information in connection with the Contractor's contract with WMATA (the "WMATA contract").
- (2) The Contractor screened for criminal conviction histories all Contractor personnel who have access to WMATA customers, the general public, WMATA property, or WMATA information and have worked on or been assigned to work on the WMATA contract during the one-hundred eighty (180) days prior to the date of this Certification.
- (3) The Contractor conducted the screenings identified in paragraph (2) above according to standards that complied with the requirements of the WMATA contract and took due regard for the nature of the job(s) to which the Contractor personnel are or would be assigned and their exposure to and interaction with WMATA's customers and the general public.
- (4) The Contractor determined that all Contractor personnel working on the WMATA contract during the one-hundred eighty (180) days prior to the date of this Certification passed the Contractor's criminal background screening and were fit to work on the WMATA contract.
- (5) The Contractor provided WMATA individual certifications for all Contractor personnel first assigned to work on the WMATA contract during the one-hundred eighty (180) days prior to the date of this Certification.
- (6) The Contractor has not obtained or otherwise been made aware of any information about any Contractor personnel assigned to work on the WMATA 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 the WMATA contract.

Signature of Contractor's Representative

Name and Title of Contractor's Representative

Name of Contractor

Date



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SUPERSEDES: 7.2.3/1	APPLICABLE TO: ALL EMPLOYEES EXCEPT SWORN PERSONNEL

Metro reserves the right to eliminate, change, or modify this policy at any time. Additionally, the language used in this policy should not be construed as creating a contract of employment between Metro and any of its employees or otherwise altering an employee's at-will employment relationship with Metro.

1.00 PURPOSE

This policy/instruction (P/I) establishes the process and procedures by which candidates and employees are screened for criminal history.

- 1.01 Washington Metropolitan Area Transit Authority (Metro) conducts Background Checks in order to promote a safe and secure environment for all Metro employees, Metro customers, and the general public.
- 1.02 Further, Metro conducts Background Checks in a consistent manner; expects candidates and employees to provide truthful information about their criminal records; and uses such information to exclude individuals from employment only to the extent that such exclusion is job-related and consistent with business necessity.
- 1.03 Consistent with Metro's commitment to Equal Employment Opportunity (EEO) and Title VII of the Civil Rights Act, as amended, it is Metro's policy to treat all candidates for employment and employees in a fair and equitable manner.
- 1.04 Any third party authorized to conduct Background Checks on behalf of Metro shall do so in accordance with applicable federal law, and shall review candidates and employees according to job-related information, documenting the job requirements and work setting characteristics associated with the job category for which they are being considered.

2.00 SCOPE

- 2.01 This P/I applies to all candidates and employees, except for sworn positions and sworn employees of the Metro Transit Police Department (MTPD) as specified below.
- 2.02 Candidates for sworn positions and sworn employees of the MTPD are subject to MTPD pre-employment background screening requirements specific to law enforcement standards.
- 2.03 In accordance with Section 5.01 of this P/I, all external candidates covered by this P/I must undergo a Background Check before receiving a final offer of employment.
- 2.04 Current and returning employees may be subject to a Background Check in accordance with Section 5.02 of this P/I.

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7.2.3/2

Criminal Background Checks

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2.05 This P/I and its Appendices are applicable exclusively to criminal Background Checks and are not designed to address other employment related checks/screenings required under the Recruitment and Hiring policy.

3.00 DEFINITIONS

3.01 Background Check - the process of obtaining, verifying, and evaluating an individual's Criminal History Information to determine eligibility for employment, promotion, or transfer to another position based on the duties, work requirements, and work settings of the position.

3.02 Screening Group - the Background Check screen(s) applicable to a particular position with Metro based upon the duties, work requirements, and work settings that constitute the defining job-related characteristics of the position.

3.03 Criminal Conviction - a criminal prosecution that results in a judgment of guilt, regardless of whether the judgment is the result of:

- (a) entry of a plea of guilty, nolo contendere, no contest or the equivalent; or
- (b) a verdict or finding of guilty in a court of law or military tribunal.

For purposes of this policy, probation before judgment (PBJ) is not a conviction.

3.04 Criminal History Information - information contained in federal, state, and local records pertaining to an arrest, indictment, criminal information, misdemeanor complaint, or conviction of a crime.

3.05 Investigative Background Check - a Background Check conducted in accordance with Section 5.02(f) of this P/I.

3.06 Contingent Offer of Employment - an offer of employment extended after interviews and all other screenings have been successfully completed, except the Background Check and, if applicable, medical exam.

3.07 10-Year Disqualifying or 10-Year Disqualification - disqualifying offenses where an individual was convicted during the 10 years preceding the Background Check, for which the individual may not request an individualized assessment.

3.08 Presumptively Disqualifying or Presumptive Disqualification - offenses where an individual may request an individualized assessment in accordance with Appendix C to this P/I.

4.00 RESPONSIBILITY

4.01 Chief Human Resources Officer (CHRO), or designee, has overall responsibility for the administration, interpretation, application, process and maintenance of this P/I, including providing all needed training. Additionally, the CHRO is responsible for maintaining all

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Background Check records in a manner that ensures confidentiality and integrity of information. The CHRO is the sole officer authorized to initiate an Investigative Background Report.

- 4.02 Department Heads/Directors are responsible for advising hiring officials, managers, and supervisors of the Background Check requirements and processes, and for cooperating with Human Resources in the application of this P/I.
- 4.03 Managers/Supervisors are responsible for understanding and communicating the requirements of this P/I to their employees.
- 4.04 Employees and Candidates are responsible for being truthful, and cooperating fully and in good faith with the Background Check requirements and process.

5.00 POLICIES AND PROCEDURES

5.01 Background Checks for External Candidates

- (a) It is WMATA's policy not to consider or request Criminal History Information until after a Contingent Offer of Employment has been made. Except as provided in this P/I, no Metro employee may inquire about an external candidate's Criminal Information prior to the candidate receiving a Contingent Offer of Employment.
- (b) HR will notify external candidates in writing that a Background Check will be conducted and obtain the candidate's written consent to perform it. HR must provide the written notification and obtain written consent on an approved authorization form in advance of the Background Check.
- (c) HR will consider an external candidate's failure to authorize the required Background Check as a voluntary withdrawal from employment consideration.
- (d) If an external candidate voluntarily provides information about their Criminal History Information before a Contingent Offer of Employment has been made, the candidate should be advised that their Criminal History Information may not automatically disqualify them from consideration for employment with Metro. Any external candidate questions about Metro's background screenings should be referred to the Manager, Employee Relations.
- (e) In addition to an authorization form, HR will provide a Criminal Disclosure Form to any external candidate who has received a Contingent Offer of Employment. The Criminal Disclosure Form directs the candidate to provide HR with information about that candidate's criminal history, including pending charges.
- (f) The external candidate's Criminal Disclosure Form will be evaluated by HR to determine eligibility for employment in accordance with Appendices A & B to this policy.

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- (g) Any significant discrepancy or misrepresentation found as a result of differences between the Background Check and the information received that cannot be successfully resolved will serve as a basis to disqualify the candidate from employment eligibility.

5.02 Background Checks for Current Employees

- (a) WMATA will conduct Background Checks on current employees consistent with the requirements under the Fair Credit Reporting Act (FCRA). Where required by the FCRA, HR will obtain the employee's written consent on an approved authorization form before conducting a Background Check. For all new hires after the effective date of this P/I, this written consent will be obtained at the time of hire. New hires will be required to complete a one-time authorization allowing WMATA to conduct future Background Checks as outlined below.
- (b) **Change in Position** - Background Checks may be conducted for employees who are being transferred, promoted or demoted into a position with heightened Background Check requirements based upon job-related work requirements and work settings. Screening will be based on the criteria and timelines in Appendix B.
- (c) **Return to Duty Checks** - Employees who have been away from work for 90 calendar days or more will be subject to a return-to-duty Background Check for the period of time the employee is absent from the job. Employees subject to the 90-day return-to-duty Background Check will be allowed to return to work pending the results of the check. A returning employee's Criminal History will not be considered unless:
 - (1) The Background Check reveals that the employee has been arrested, charged, indicted or convicted during the period of absence prior to returning to work;
 - (2) The Background Check reveals Criminal History Information that was not revealed by a previous Background Check or disclosed by the employee; or
 - (3) The CHRO determines that there are exceptional circumstances justifying consideration of the employee's Criminal History Information and issues a written determination detailing those circumstances.
- (d) **Random Checks** - Beginning on or about July 1, 2018, all employees will be subject to random Background Checks regardless of position or work status. An employee's Criminal History Information will not be considered unless:
 - (1) The Background Check reveals that the employee has been arrested, charged, indicted or convicted, during the 365 day period prior to the date that the Background Check is conducted;
 - (2) The Background Check reveals Criminal History Information that was not revealed by a previous Background Check or disclosed by the employee; or

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(3) The CHRO determines that there are exceptional circumstances justifying consideration of the employee's Criminal History Information and issues a written determination detailing those circumstances.

(e) **Reinstated Employee Checks - Background Checks** will be conducted for employees who are reinstated following a period of absence. A reinstated employee's Criminal History Information will not be considered unless:

(1) The Background Check reveals that the employee has been arrested, charged, indicted or convicted, during the period of absence prior to reinstatement;

(2) The Background Check reveals Criminal History Information that was not revealed by a previous Background Check or disclosed by the employee; or

(3) The CHRO determines that there are exceptional circumstances justifying consideration of the employee's Criminal History Information and issues a written determination detailing those circumstances.

(f) **Investigative Background Checks** may be conducted in connection with:

(1) an investigation into suspected misconduct relating to employment;

(2) compliance with Federal laws and regulations;

(3) compliance with pre-existing written Metro policies or procedures.

(g) Consistent with the Uniformed Services Employment and Reemployment Rights Act (USERRA), HR will not delay the prompt reemployment of employees returning from military service while awaiting the results of a Background Check.

5.03 Information Excluded from Background Checks

(a) In conducting a Background Check, HR will not request or consider Criminal History Information relating to arrests, indictments, or complaints that have been resolved without a conviction.

(b) HR will not consider Criminal History Information relating to:

(1) a conviction that has been judicially dismissed, expunged, or ordered sealed; or

(2) juvenile case records, as that term is defined in D.C. Code § 16-2331.

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5.04 Consideration of Arrests, Warrants, and Pending Charges

- (a) If a Background Check reveals that criminal charges are pending against an external candidate, HR will apply the standards in Appendix A to determine whether a final conviction on these charges would be 10-Year or Presumptively Disqualifying.
 - (1) If a conviction would not be 10-Year or Presumptively Disqualifying, Metro will not consider the pending charges further in evaluating the applicant's suitability for employment. The applicant will continue through the hiring process.
 - (2) If a conviction would be 10-Year or Presumptively Disqualifying, Metro will send the applicant a preliminary notice of disqualification and place the application on hold for a period of 90 calendar days, but will not suspend the hiring process. If the applicant provides Metro with notice that the charges have been resolved within the 90 calendar day period, Metro will further consider the applicant for employment in accordance with this P/I, if the position is still open and/or available. Applicants with pending charges not resolved in 90 calendar days will be removed from the hiring process and must re-apply for any future employment opportunity.
- (b) Employees who are arrested, charged with, or convicted of a crime while employed by Metro are responsible for notifying their immediate supervisors or managers in accordance with Metro P/I 7.8.6, *Disclosure and Disposition of Arrests and Convictions*. Employees who fail to do so will be subject to disciplinary action, up to and including termination.
- (c) If a Background Check reveals that a warrant has been issued for the arrest of an external candidate or employee, Metro will notify the individual of this information, provide the individual with a copy of the Background Check report, and inform the individual that the warrant must be executed, revoked, or otherwise resolved within 10 business days. This period may be extended in writing at the discretion of the Chief Human Resources Officer or designee. Failure to satisfy this requirement within the time period proscribed will result in revocation of the candidate's Contingent Offer of Employment or termination of the employee's employment, and will disqualify the individual from future employment with Metro until such time as the warrant is resolved.

5.05 Confidentiality

- (a) Metro takes the protection of applicant and employee information seriously and will take reasonable measures to protect unauthorized access to applicant or employee information collected pursuant to this policy. To the extent permitted by law, Metro will restrict access to such information to Metro employees who need to know as a function of their positions within Metro.
- (b) All information obtained as a result of a Background Check will be used solely for employment purposes.

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5.06 Adjudication of Adverse Information

- (a) If a Background Check reveals adverse Criminal History Information, this information will be evaluated in accordance with Appendices A and B to this P/I. If it is determined that this information would make the applicant or employee disqualified for employment, the applicant or employee will be sent a pre-adverse information notification.
- (b) Before making any final determination based on adverse information discovered through a Background Check, the individual will:
 - (1) have an opportunity to review and dispute the accuracy of the Criminal History Information after receiving the pre-adverse information notification; and
 - (2) for Presumptive Disqualifications only, have an opportunity to request an individualized assessment in accordance with Appendix C to this P/I. Individualized assessments do not apply to 10-Year Disqualification criminal offenses.
- (c) Individualized assessments conducted pursuant to Section 5.06(b) of this P/I are adjudicated on a case-by-case basis in accordance with Appendix C. Accordingly, as a general rule, an adverse adjudication pursuant to this P/I will not necessarily preclude the applicant or employee from future employment with Metro.

6.00 ENFORCEMENT

Failure to comply with the requirements of this P/I may result in discipline, up to and including involuntary separation.

7.00 EXCEPTIONS

7.01 Sworn employees of the Metro Transit Police Department (MTPD).

7.02 Contractors and/or consultants performing work on behalf of Metro.

8.00 RELATED POLICIES, REGULATIONS & RESOLUTIONS

8.01 P/I 7.1.1 – Equal Employment Opportunity Including Affirmative Action and Alternative Dispute Resolution

8.02 P/I 7.2.2 – Recruitment and Hiring

8.03 P/I 7.8.6 – Disclosure and Disposition of Arrests and Convictions

8.04 D.C. Code § 16-2331 Juvenile Case Records; Confidentiality; Inspection and Disclosure

8.05 USERRA – Uniformed Services Employment and Reemployment Rights Act

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9.00 LIST OF APPENDICES, ATTACHMENTS OR FORMS

- 9.01 Appendix A – Screening Procedures
- 9.02 Appendix B – Screening Grid
- 9.03 Appendix C – Procedures for Individualized Assessments of Presumptive Disqualification

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APPENDIX A: Screening Procedures

1. This Appendix sets forth the procedures for evaluating an individual's Criminal History Information. The evaluation shall be conducted by an individual or entity designated by the Chief Human Resources Officer (CHRO) and trained in the administration of Metro's Criminal Background Check Policy Instruction. For purposes of this Appendix, the party conducting this evaluation will be referred to as the "Evaluator."
2. This Appendix is intended to be comprehensive. However, circumstances may arise where this Appendix does not provide sufficiently clear guidance or the application of this Appendix would lead to unfair or irrational results. In these circumstances, the Evaluator should contact the CHRO or his or her designee for additional guidance. Metro expressly reserves the right to determine the appropriate Offense Category when evaluating an individual's Criminal History Information
3. An individual's Criminal History Information will be referred to the Evaluator for review if a Background Check reveals that an applicant or employee:
 - a. has been convicted of a crime; or
 - b. faces pending charges for a crime.
4. As a first step, the Evaluator will review the individual's Criminal History Information to determine whether he or she is disqualified from employment due to a 10-Year Disqualification offense. The following felonies are 10-Year Disqualification offenses if the individual was convicted during the 10 years preceding the employment application date:
 - a. Murder
 - b. Assault with intent to murder
 - c. Terrorism
 - d. Rape or aggravated sexual offenses
 - e. Unlawful possession, use, sale, distribution, or manufacture of an explosive
 - f. Armed robbery
 - g. Aggravated Assault
 - h. Arson
5. As a second step, for individuals who are not disqualified by a 10-Year Disqualification offense, the Evaluator will determine if he or she is a "Presumptively Disqualified Repeat Offender." For purposes of this Appendix, a "Presumptively Disqualified Repeat Offender" is an individual who:

(1) In two or more separate proceedings:

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APPENDIX A: Screening Procedures

- (a) has been criminally convicted, or released from incarceration in the past 10 years; or
 - (b) has been criminally convicted or released from incarceration in the past 10 years, and faces pending criminal charges; or
 - (c) faces pending criminal charges; AND
- (2) Has 4 or more points from the above-referenced convictions or pending charges, calculated by assigning 2 points to each separate proceeding involving a felony, and 1 point to each separate proceeding involving a misdemeanor. If a single proceeding involves multiple crimes, the crime with the higher point value should be applied (e.g., one proceeding resulting in a felony and misdemeanor conviction would be 2 points).

6. As a third step, for individuals who are not Presumptively Disqualified Repeat Offenders, the Evaluator will review the individual's Criminal History Information using the Screening Grid as follows:

- a. The Evaluator will identify the Screening Group(s) that apply to the position that the individual is seeking to fill.
- b. Using Section 7 of this Appendix, the Evaluator will review the convictions and pending charges in the individual's criminal history report and place each conviction or charge in the appropriate Offense Category. Where more than one Offense Category may apply, the Evaluator shall apply the Offense Category with the longer lookback period.
- c. Using the Screening Grid, the Evaluator will determine whether the individual has been convicted or charged with a single offense (felony or misdemeanor) in an Offense Category that has an unlimited lookback period. If so, the individual is Presumptively Disqualified from employment, but may ask for an Individualized Assessment.
- d. If the individual has not been convicted or charged with a crime that is Presumptively Disqualifying due to an unlimited lookback period, the Evaluator will next determine the lookback period that applies to each of the individual's charges or convictions. 2 points will be assigned to each felony and 1 point to each misdemeanor that
 - (1) resulted in a conviction entered within the applicable lookback period;
 - (2) resulted in a conviction entered outside the applicable lookback period, but the individual was released from confinement during the lookback period; or
 - (3) has not yet resulted in a conviction, and the charge is still pending.
- e. An individual will be Presumptively Disqualified from employment if he or she has two or more points, e.g., 2 points for one felony or 2 points for two misdemeanors during the applicable lookback period.

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7. The Offense Categories are defined as follows:

- a. "Bias-related Offenses" include all criminal acts that result in a conviction due to the accused's prejudice towards the victim's actual or perceived membership in a protected class. Examples of Bias-related Offenses include, but are not limited to, offenses punishable pursuant to 18 U.S.C. § 249 or D.C. Code § 22-3703.
- b. "Drug Distribution Offenses" include all offenses that involve (i) the manufacture, sale or distribution of a controlled substance or (ii) possession with intent to sell, or distribute a controlled substance, with the exception of Section 9 Offenses.
- c. "Drug Possession Offenses" include all offenses, other than Drug Distribution Offenses, that involve the unlawful purchase, use, or possession of a controlled substance. Section 9 Offenses are excluded from drug possession offenses.
- d. "Offenses of Dishonesty" include all offenses involving fraud or dishonesty. Offenses of Dishonesty include, but are not limited to, fraud (including voter fraud and securities fraud), embezzlement, perjury, identity theft, impersonation of a police officer, forgery, false advertising, and counterfeiting.
- e. "Weapons Offenses" include all nonviolent offenses involving the unlawful possession, manufacturing, sale, brandishing, use, or discharge of a firearm, explosive, or deadly weapon, including felon in possession of a firearm, brandishing a firearm, and unlawful carrying of a concealed weapon.
- f. "Offenses of Sexual Violence" include (i) all sexual offenses involving force or the threat thereof and (ii) all sexual offenses involving sexual contact where the victim is unable to consent due to incapacity or otherwise, but not statutory rape. Examples of Offenses of Sexual Violence include, but are not limited to, offenses such as rape, sexual assault, sexual abuse, child sexual abuse, and child molestation.
- g. "Property Offenses" include all offenses involving (i) the destruction or defacement of property or (ii) unauthorized entry onto property. Examples of Property Offenses include, but are not limited to, arson, destruction of property, vandalism, and trespass.
- h. "Driving Offenses" include reckless driving; careless driving; driving without a license; and driving a motor vehicle without owner's consent. The Evaluator will consider these offenses only for positions in Screening Group C that require operation of a Metro vehicle.
- i. "Serious Driving Offenses" include all offenses involving (i) the operation of a vehicle while under the influence of intoxicating substances, (ii) fleeing the scene of a vehicular accident, or (iii) driving offenses involving death or serious injury. Examples of Serious Driving Offenses include, but are not limited to, vehicular homicide, vehicular manslaughter, driving while intoxicated, hit-and-run, and fleeing the scene of an accident.

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- j. "Societal Offenses" include the following crimes: resisting arrest, violation of a protective order, human trafficking, stalking, racketeering, gang-related offenses, escape, money laundering, bribery, obstruction of justice, involuntary manslaughter, witness tampering, and criminal neglect.
 - k. "Serious Violent Offenses" include all offenses involving physical violence against a person or the threat thereof that (i) are punishable as felonies or (ii) involve aggravating circumstances such as intent to kill, use of a weapon, or targeting a vulnerable individual. Examples of Serious Violent Offenses include, but are not limited to, murder, voluntary manslaughter, mayhem, assault with intent to kill, aggravated assault, assaulting a police officer, assault with a deadly weapon, armed robbery, child abuse, kidnapping, and carjacking.
 - l. "Sexual Offenses" include all sexual offenses that (i) do not meet the definition of an Offense of Sexual Violence and (ii) are not listed in Section 9 of this Appendix. Examples of Sexual Offenses include, but are not limited to, indecent exposure, enticing a minor, possession or distribution of child pornography, mailing/displaying/sending obscene materials, solicitation of prostitution, prostitution, pimping, and statutory rape.
 - m. "Terrorism Offenses" include all criminal offenses involving or relating to "international terrorism" or "domestic terrorism," as those terms are defined in 18 U.S.C. § 2331. Examples of Terrorism Offenses include, but are not limited to, providing material support to terrorists or to designated foreign terrorist organizations.
 - n. "Theft Offenses" include all offenses involving (i) the wrongful taking of another's property through means other than fraud or dishonesty. Examples of Theft Offenses include, but are not limited to, extortion, blackmail, larceny, burglary, petty theft, shoplifting, trafficking or receiving stolen property, and possession of burglary tools.
 - o. "Violent Offenses" include all offenses involving physical violence against a person or the threat thereof. Examples of Violent Offenses include, but are not limited to, offenses such as assault, domestic violence, resisting arrest (physical force), robbery, and battery.
8. For purposes of this Appendix, a conviction for an attempt to commit a crime is equivalent to a conviction for the crime itself. Similarly, a conviction for a conspiracy to commit a crime is equivalent to a conviction for the crime itself.
9. **Section 9 Offenses and Repeat Offenders.** A candidate for employment will not be Presumptively Disqualified based on a conviction or combination of convictions for any of the following offenses, which will not be considered when applying the Screening Grid (collectively referred to as the "Section 9 Offenses"):
- a. Societal offenses: harboring a fugitive; smuggling contraband into prison; vagrancy; loitering; contempt of court; panhandling; ordinance violations; cruelty or neglect to animals; unauthorized entry or re-entry into the United States; abusive language; disorderly conduct; disturbing the peace; drunk and disorderly; unlawful assembly.

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- b. Alcohol and marijuana offenses: minor in possession of alcohol; misdemeanor possession of marijuana; misdemeanor possession of marijuana paraphernalia.
- c. Private sexual offenses: sodomy and bigamy.

However, because repeated convictions for these crimes may be evidence of an inability or unwillingness to abide by the law, Section 9 Offenses other than sodomy and bigamy will be considered in determining whether the candidate is a Repeat Offender.

10. Screening Group Definitions. These descriptions for each screening group are based on the duties, work requirements, and work settings that define the job-related characteristics of the positions in that group.

- a. **SCREENING GROUP A - No Heightened Risk Facts.** These positions are not safety-sensitive, do not require significant interaction with the public, and the ability to handle conflict is less important. The workers in these positions may still pose a risk to coworkers or have access to Metro resources, but there are no job or work context factors that present heightened risk.
- b. **SCREENING GROUP B - Significant Interaction with the Public.** The positions within this screening group involve substantial interaction with members of the public. As such, these workers are more likely to be responsible for the health, safety, and well-being of members of the public. Also, these workers may be exposed to, and have to handle, unpleasant, discourteous, and potentially aggressive interactions with the public.
- c. **SCREENING GROUP C - Use/Operation of Valuable Equipment or Access/Exposure to Hazardous Materials.** The nature of these positions and the circumstances under which the work is performed may involve immediate and/or direct threats to the health or safety of others. These workers may have access/exposure to, or must operate or use, valuable equipment or hazardous materials, including the operation of a motor vehicle. These positions pose heightened risk because a momentary lapse in judgment could result in either injury or death to another person or significant financial loss to Metro.
- d. **SCREENING GROUP D - Access to Significant Resources or Personally Identifiable Information (PII).** The positions in this screening group have access to significant or valuable company resources, or personally identifiable information that, if misused or stolen, could result in significant losses or liability for Metro and/or its employees, customers, contractors or other third parties.
- e. **SCREENING GROUP E - Unsupervised Responsibility for a Vulnerable Population.** The positions within this screening group involve workers who provide direct care and unsupervised assistance, outside of the public eye, to members of vulnerable populations, including children, the elderly, and individuals with a mental or physical disability.

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APPENDIX B: Screening Grid

Category of Offenses	Lookback Period				
	Screening Group A (No heightened risk factors)	Screening Group B (Significant interaction with the public)	Screening Group C (Operation of equipment or exposure to hazards)	Screening Group D (Access to significant resources or PII)	Screening Group E (Unsupervised responsibility for vulnerable population)
Bias-related offenses	7 Years	10 Years	7 Years	7 Years	10 Years
Drug Distribution Offenses	5 Years	7 Years	7 Years	10 Years	10 Years
Drug Possession Offenses	5 Years	5 Years	7 Years	7 Years	7 Years
Offenses of Dishonesty	5 Years	5 Years	5 Years	10 Years	10 Years
Weapons Offenses	7 Years	10 Years	10 Years	7 Years	UL
Offenses of Sexual Violence	10 Years	10 Years	10 Years	10 Years	UL
Property Offenses	5 Years	5 Years	10 Years	10 Years	10 Years
Serious Driving Offenses	5 Years	5 Years	10 Years	5 Years	5 Years
Societal Offenses	5 Years	7 Years	7 Years	7 Years	7 Years
Serious Violent Offenses	10 Years	10 Years	10 Years	10 Years	UL
Sexual Offenses	7 Years	10 Years	7 Years	7 Years	UL
Terrorism Offenses	10 Years	10 Years	10 Years	10 Years	10 Years
Theft Offenses	5 Years	7 Years	5 Years	10 Years	10 Years
Violent Offenses	5 Years	7 Years	7 Years	5 Years	UL
Driving Offenses	N/A	N/A	10 Years	N/A	N/A

**OTHER THAN UL, 2 POINTS IN LOOKBACK PERIOD = PRESUMPTIVELY DISQUALIFYING
FELONY = 2 POINTS MISDEMEANOR= 1 POINT**

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APPENDIX C: Procedures for Individualized Assessments of Presumptive Disqualification

1. When information from a Background Check would render an employee or candidate presumptively disqualified for employment, a written notice of Presumptive Disqualification will be sent to the employee or candidate. A packet with instructions for requesting an individualized assessment of the decision will accompany the written notice of Presumptive Disqualification in the adverse notification letter.
2. The purpose of this review process is to allow candidates for employment and current employees to submit additional information that will help Metro determine whether the disqualification from employment is job-related and consistent with business necessity.
3. The Individualized Assessment Panel is responsible for resolving review requests. The Individualized Assessment Panel may consist of: Manager of Employee Relations, Director of Labor Relations and EEO liaison. A representative from the Office of General Counsel will serve as legal advisor to the panel, as needed.
4. For a written request to be timely, it must be postmarked, e-mailed or hand-delivered within seven business days after the date on the notice of Presumptive Disqualification in the adverse notification letter. Failure to timely submit a written request for review constitutes waiver of the right to an Individualized Assessment.
5. The individual may attach documents and other information he or she wishes the Individualized Assessment Panel to consider. The request for review should be mailed or delivered to: WMATA CBC Administrator, Department of Human Resources, 600 Fifth Street, NW, Washington, DC 20001. If delivered via email, the request and documentation should be sent to CBCAppeals@WMATA.com.
6. Upon timely receipt of a request, copies of the following documents will be transmitted to the Individualized Assessment Panel:
 - a. The individual's job application;
 - b. The individual's Criminal Disclosure Form;
 - c. The Background Check report containing the individual's Criminal History Information; and
 - d. Any written documentation or other information submitted by the individual.
7. The Panel will review the information provided, giving consideration to the following:
 - a. The facts and circumstances surrounding the offense or conduct
 - b. The number of offenses for which the individual was convicted
 - c. Older age at the time of conviction or release from prison
 - d. Evidence that the individual performed the same type of work after his/her conviction with no known incidents of criminal conduct
 - e. The length and consistency of employment history before and after the offense or conduct

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- f. Evidence of the person's rehabilitation efforts, e.g., education/training
 - g. Employment or character references and any other information regarding fitness for the particular position
 - h. Whether the individual is bonded under a federal, state, or local bonding program.
 - i. Extent of opportunity to engage in further criminal activity
 - j. Age of the person at the time of the commission of the offense
 - k. The time elapsed since last criminal activity
 - l. The legitimate interest of Metro in protecting property and the safety and welfare of specific individuals or the general public
8. If the position in question is an open position (one under continuous recruitment), the request for review will be completed within 30 calendar days from the date the Panel receives the request for review. If the request for review is resolved in favor of the employee or candidate, the individual will be placed in the next hiring class.
9. If the position in question is not an open position (a position with a defined open and close date), the request for review will be resolved within three business days of receipt of a request for review. The position will be held open until the review is complete. If Metro does not receive a request for review within seven business days of the date on the notice of Presumptive Disqualification, the employee or candidate will be deemed to have waived their right to a review, and Metro may offer the position to a different employee or candidate.
10. The Individual Assessment Panel will review the material and determine whether disqualification of the individual is job related and consistent with business necessity. The CBC Administrator will notify the applicant or employee in writing of the Panel's decision within 2-working days of receipt of the decision. The decision of the Panel is final.

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