

metro[®]

Washington
Metropolitan
Area
Transit
Authority

Request For Proposal

2015 Metrorail Passenger Survey

RFP NO. CQ15147

Date: February 26, 2015

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

RFP: CQ15147

Date: February 26, 2015

SUBJECT: RFP No. CQ15147

Dear Sir/Madam:

The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified contractor to conduct the 2015 Metrorail Passenger Survey.

If you have any questions, Technical, Contractual, or Administrative, please e-mail them to creid@wmata.com no later than Close of Business, March 9, 2015. WMATA will provide written answers on our website at www.wmata.com. If an amendment is issued resulting from questions and answers, it will be posted on our website.

Your proposal must be received with all required submittals as stated in the RFP, no later than **12:00PM, March 23, 2015**, at WMATA, Office of Procurement and Materials, 600 Fifth Street, NW, Room 3C-02, Washington, DC 20001-2651.

Sincerely,

Contracting Officer
Office of Procurement and Materials

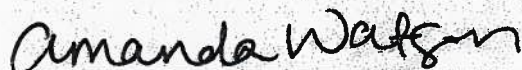
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

INTRODUCTORY INFORMATION
SOLICITATION CERTIFICATIONS PAGE


CQ15147

2015 Metrorail Passenger Survey

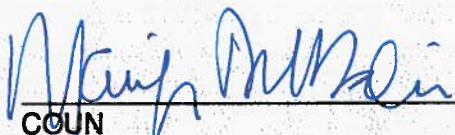
APPROVED FOR RELEASE


Project Manager/Office Designee

2/18/2015
Date


Contracting Officer

2/18/2015
Date


COUN

2/25/15
Date

END OF SECTION

TABLE OF CONTENTS

DIRECTIONS FOR SUBMITTING OFFER	1
NOTICE TO OFFERORS	2
NOTICE TO ALL VENDORS	3
SOLICITATION, OFFER AND AWARD	4
PRICE SCHEDULE SHEET	6
SOLICITATION INSTRUCTIONS	7
1. DEFINITIONS	7
2. PREPARATION OF OFFERS	7
3. EXPLANATION TO OFFERORS	7
4. PRIOR REPRESENTATIONS	7
5. PRE-PROPOSAL CONFERENCE	7
6. ACKNOWLEDGMENT OF AMENDMENTS	8
7. REVISIONS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS	8
8. SUBMISSION OF OFFERS	8
9. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS	8
10. PROPOSAL GUARANTEE	9
11. CONTRACT AND BONDS	10
12. MINIMUM PROPOSAL ACCEPTANCE PERIOD	10
13. CONTRACT AWARD	10
14. NOTICE OF PROTEST POLICY	11
15. PRE AWARD INFORMATION	11
16. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS	12
17. RESTRICTION ON DISCLOSURE AND USE OF DATA	12
18. AWARD	13
19. BASIS FOR AWARD (Best Value)	13
20. PROPOSAL EVALUATION CRITERIA	14
21. RATINGS FOR PROPOSAL EVALUATION CRITERIA	14
22. PRICE PROPOSAL EVALUATION	15
23. DEFINITIONS FOR TECHNICAL EVALUATION	15
24. TYPE OF CONTRACT	16
25. ENGLISH LANGUAGE AND UNITED STATES CURRENCY	16
26. BRAND NAME OR EQUAL	16
27. FEDERAL/LOCAL/STATE SALES TAX	16
REPRESENTATIONS AND CERTIFICATIONS	17
REPRESENTATIONS	17
1. TYPE OF BUSINESS ORGANIZATION	17
2. AFFILIATION AND IDENTIFYING DATA	17
CERTIFICATIONS	17
3. COVENANT AGAINST GRATUITIES	17
4. CONTINGENT FEE	18
5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	18
6. NONDISCRIMINATION ASSURANCE	18

7. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS	19
PRE-AWARD EVALUATION DATA.....	20
PART II, SECTION 1 - GENERAL PROVISIONS	24
1. DEFINITIONS.....	24
2. ACCOUNTING AND RECORD KEEPING.....	24
3. ASSIGNMENT	26
4. AUDIT AND RETENTION OF RECORDS	27
5. AUTHORITY DELAY OF WORK.....	28
6. CERTIFICATE OF CURRENT COST OR PRICING DATA	28
7. CHANGES	28
8. NONDISCRIMINATION ASSURANCE.....	29
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	30
10. CONVICT LABOR.....	31
11. CORRECTION OF DEFICIENCIES.....	32
12. COST OR PRICING DATA	34
13. COVENANT AGAINST CONTINGENT FEES.....	34
14. DEFAULT	34
15. DISPUTES	36
16. EMPLOYMENT RESTRICTION WARRANTY	36
17. EXTRAS (SUPPLIES)	37
18. FEDERAL, STATE, AND LOCAL TAXES.....	37
19. GRATUITIES.....	38
20. INSPECTION OF SERVICES.....	39
21. INSPECTION OF SUPPLIES	40
22. LIMITATION ON WITHHOLDING PAYMENTS	42
23. NEW MATERIAL (SUPPLY).....	42
24. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (SUPPLY)	42
25. NOTICE TO THE AUTHORITY OF LABOR DISPUTES.....	43
26. OFFICIALS NOT TO BENEFIT.....	43
27. ORDER OF PRECEDENCE	43
28. ORGANIZATIONAL CONFLICT OF INTEREST	43
29. PATENT INDEMNITY	45
30. PAYMENTS.....	45
31. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	45
32. PRICING OF ADJUSTMENTS.....	46
33. RESPONSIBILITY FOR INSPECTION.....	46
34. RETENTION OF DOCUMENTS.....	47
35. RIGHTS IN TECHNICAL DATA.....	47
36. ROYALTY INFORMATION.....	48
37. SEAT BELT USE POLICY.....	49
38. SENSITIVE SECURITY INFORMATION.....	49
39. STOP WORK ORDER.....	49
40. SUBCONTRACTOR COST AND PRICING DATA-PRICE ADJUSTMENTS	50
41. SUBCONTRACTOR PAYMENTS	50
42. TERMINATION FOR CONVENIENCE OF THE AUTHORITY	51

43. TITLE	54
44. VARIATION IN QUANTITY (SUPPLIES)	55
45. WALSH-HEALEY PUBLIC CONTRACTS ACT	55
PART II, SECTION 2 - SPECIAL PROVISIONS	56
1. PERIOD OF PERFORMANCE	57
2. DELIVERY SCHEDULE	57
3. OPTION QUANTITIES	57
4. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	57
5. PRICING	57
6. PAYMENT TERMS	57
7. BILLING AND PAYMENT	57
8. POINT OF CONTACT	58
9. F.O.B. DESTINATION	58
10. CONTRACTOR PERSONNEL	59
11. MOST FAVORED CUSTOMER	59
12. CONDITIONS AFFECTING THE WORK	59
13. WARRANTY	60
14. INDEMNITY	60
15. GENERAL INSURANCE REQUIREMENTS	60
16. BOND REQUIREMENTS	64
17. PROPOSAL SECURITY	64
18. LAWS AND REGULATIONS	65
19. FEDERAL/LOCAL/STATE SALES TAX	65
20. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	65
21. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	67
22. SPECIAL DELIVERY INSTRUCTIONS	67
23. INSPECTION, TESTING AND ACCEPTANCE	67
24. FIRST ARTICLE	67
25. ORGANIZATIONAL CONFLICT OF INTEREST	67
26. RIGHTS IN TECHNICAL DATA - UNLIMITED	68
27. LIQUIDATED DAMAGES	68
28. FORCE MAJEURE CLAUSE	68
29. SITE VISIT/INSPECTION	68
30. GARNISHMENT OF PAYMENTS	68
31. GOVERNING LAW	68
32. SAFETY REQUIREMENTS	68
33. LIVING WAGE	69
34. METRIC SYSTEM	70
35. WHISTLEBLOWER PROTECTION	70
36. PUBLIC COMMUNICATION	71
MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE	72
PART III - TECHNICAL SPECIFICATIONS	73
2015 Metrorail Passenger Survey Statement of Work	74
Appendices	87
Appendix A: Current Metrorail System Map	87

Appendix B: 2012 Metrorail Passenger Survey-Average Weekday Patrons by Jurisdiction .. 88
Appendix C: 2012 Metrorail Passenger Survey Questionnaire 89
Appendix D: Metrorail Mezzanine Entries by Day and Time Period (October 2014)..... 92

DIRECTIONS FOR SUBMITTING OFFER

1. Read and comply with the Solicitation Instructions.
2. Envelopes containing Technical and Price proposals must be sealed and separately marked and addressed to:

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

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

PROPOSAL SHALL BE TIMELY MAILED OR HAND DELIVERED TO REACH WMATA BEFORE 12:00 P.M. (LOCAL TIME) MARCH 23, 2015 ON DAY OF PROPOSAL CLOSING.

NOTICE TO OFFERORS

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

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

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

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

NOTICE TO ALL VENDORS

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

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

Attention to Disadvantaged Business Enterprise (DBE)/Small Business and Local Preference Program (SBLPP) companies:

Minority and women owned businesses who are interested in becoming a WMATA DBE should complete an online DBE application. Self-certification is required for Small Business and Local Preference as a part of the Vendor Registration.

Registered Vendor Benefits:

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

Any questions regarding registration may be addressed to Vendor Relations at (202) 962-1408 or procurement@wmata.com.



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

CONTRACT NO.	SOLICITATION NO. RFP CQ15147	DATE ISSUED February 26, 2015	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
	<input type="checkbox"/> ADVERTISED <input checked="" type="checkbox"/> NEGOTIATED		

SOLICITATION

Sealed offer in original and _____ copies for furnishing the supplies or services in the schedules will be received at Authority until 12:00 P.M. local time March 23, 2015.
 (Hour) (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.

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

All offers are subject to the following:

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

Offeror's Phone Number _____

Offeror's Fax Number _____

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
					\$

DUN & BRADSTREET ID NUMBER: _____

OFFEROR

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

AWARD (To be completed by The Authority)

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

ITEM NO.	QUANTITY	UNIT	UNIT PRICE

The total amount of this award is \$ _____

Name of Contracting Officer (Print of Type)

WASHINGTON METROPOLITAN TRANSIT AUTHORITY

AWARD DATE

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION **RFP CQ15147**

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

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

Authorized Signature

Company Name

Date

PRICE SCHEDULE SHEET

<u>SERVICE</u>	<u>TOTAL AMOUNT</u>
Task 4.0- Proposed Enhancements to Survey Methodology and Implementation	\$
Task 4.1- Work Plan and Schedule	\$
Task 4.2- Survey Design and Sampling Plan	\$
Task 4.3- Finalize Survey Questionnaire	\$
Task 4.4- Training Survey Personnel	\$
Task 4.5- Conduct Survey	\$
Task 4.6- Data Entry and Encoding	\$
Task 4.7- Survey Expansion and Analysis	\$
Task 4.8- Final Report	\$
Total	\$

 Authorized Signature

 Company Name

 Date

SOLICITATION INSTRUCTIONS

1. DEFINITIONS

As used herein:

- a. The term "solicitation" means "Request for Proposal (RFP)" where the procurement is negotiated.
- b. The term "offer" means "proposal" where the procurement is negotiated.

2. PREPARATION OF OFFERS

- a. Offerors are expected to examine the Request for Proposals and all referenced documents carefully. Failure to do so will be at the risk of the Offeror.
- b. The offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his/her/its name on the Schedule and each Continuation Sheet thereof on which an entry has been made. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of authority, unless such evidence has been previously furnished to the issuing office.
- c. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- d. Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
- e. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

3. EXPLANATION TO OFFERORS

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed for a reply to reach all Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to an Offeror concerning a solicitation will be furnished promptly to all Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if lack of such information would be prejudicial to other Offerors.

4. PRIOR REPRESENTATIONS

The Authority assumes no responsibility for any understanding or representations concerning this solicitation made by any of its officers or agents prior to the issuance of the solicitation, the specifications, or related documents.

5. PRE-PROPOSAL CONFERENCE

N/A

6. ACKNOWLEDGMENT OF AMENDMENTS

Receipt of an amendment to a solicitation by an Offeror must be acknowledged (a) by signing and returning the amendment, (b) by identifying the amendment number and date on the Solicitation, Offer and Award Form, (c) and by expressly acknowledging the amendment on the designated form and including it as part of the proposal. Such amendment must be received prior to the hour and date specified in the solicitation. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

7. REVISIONS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS

- a. The right is reserved by the Authority to revise or amend the Scope of Work, Description of Work, drawings, etc. prior to the date set for the opening of proposals. Such revisions and amendments, if any, will be announced by an amendment to the Request for Proposal. Copies of such amendments as may be issued will be furnished to all prospective offerors.
- b. If the revisions and amendments require material changes in quantities or price proposals, or both, the date set for the opening of proposals may be postponed by such number of days as in the opinion of the Authority that will enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for the opening of proposals.

8. SUBMISSION OF OFFERS

- a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The Offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the Offeror on the face of the envelope.
- b. Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt.
- c. Facsimile offers, modifications or withdrawals will not be considered unless authorized by the Authority.

9. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS

- a. Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it
 - (1) Was sent by registered or certified U.S. mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been sent by registered mail by the 15th;
 - (2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt;
 - (3) Was sent by U.S. Postal Service Express Mail Next Day Service Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to

the date specified for receipt of offers. The term "working days" excludes weekends and U.S. Federal holidays; or

- (4) Is the only offer received.

- b. Any modification of an offer, except a modification resulting from the Contracting Officer's request for "revised final proposals" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

- c. A modification resulting from the Contracting Officer's request for "revised final proposals" received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Authority.

- d. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by registered or certified mail is the U.S. or Canadian Postal Service postmark on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- e. The only acceptable evidence to establish the time of receipt by the Authority is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the Authority.

- f. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offeror or quoter should request the postal clerk to place a legible hand cancellation bulls-eye postmark on both the receipt and the envelope or wrapper.

- g. Notwithstanding paragraph "a" above, a late modification of any otherwise successful offer that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.

- h. Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals". Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

10. PROPOSAL GUARANTEE

N/A

11. CONTRACT AND BONDS

N/A

12. MINIMUM PROPOSAL ACCEPTANCE PERIOD

- a. "Acceptance period," as used in this provision, means the number of calendar days available to WMATA for awarding a contract from the date specified in this solicitation for receipt of proposals.
- b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- c. WMATA requires a minimum acceptance period of 90 calendar days from the latest revised proposal.

13. CONTRACT AWARD

If this solicitation is a Request for Proposals:

- a. The Authority will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Authority cost or price and other factors, specified elsewhere in this solicitation, considered.
- b. The Authority may (1) reject the offer if such action is in the public interest, or (2) waive informalities and minor irregularities in offers received.
- c. The Authority may award a contract on the basis of the initial offer received, without discussions (other than discussions conducted for the purpose of minor clarifications). Therefore, the initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. However, the Authority reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- d. A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Authority may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Authority.
- e. Neither financial data submitted with an offer, nor representations concerning facilities or financing will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- f. The Authority may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Authority even

though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

14. NOTICE OF PROTEST POLICY

- a. WMATA policy and procedure for the administrative resolution of protests is set forth in Chapter 17 of the Authority's Procurement Procedures Manual (PPM). Chapter 17 contains strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters. The Contracting Officer can furnish a copy of Chapter 17 upon request.
- b. FTA Circular 4220.1F, addresses Protests. FTA will only review protests regarding the alleged failure of the grantee to have a written protest procedure or alleged failure to follow such procedures, and only when submitted by an interested party. The term "interested party" is defined in the Authority policy for handling protests.
- c. Alleged violation on other grounds must be submitted to the Contracting Officer who will decide the protest.
- d. The judicial authorities having jurisdiction over court actions concerning protest decisions are the United States District Courts for the Districts of Maryland, Virginia, and the District of Columbia, and the local courts in Maryland, Virginia, and the District of Columbia.

15. PRE AWARD INFORMATION

- a. Before making a determination of responsibility, the Contracting Officer shall possess or obtain information sufficient to satisfy the applicable standards and requirements for responsibility set forth in this Chapter.
- b. The Contracting Officer shall obtain information regarding the responsibility of a prospective contractor whose offer is in the competitive range. The prospective contractor shall promptly supply information requested by the Contracting Officer regarding its responsibility. If the prospective contractor fails to supply the information requested, the Contracting Officer shall make a determination of nonresponsibility based upon the lack of available information.
- c. The Contracting Officer shall use the following sources of information, listed in priority order to support responsibility determinations:
 - (1) General Services Administration publication titled "System for Award Management" ("SAM"), formerly the "Excluded Parties List System." The results of the search must be printed and placed in the contract file;
 - (2) Written records and experience data, including verifiable knowledge of Authority personnel, and other sources, i.e.: publications, suppliers, subcontractors, and customers of the prospective contractor, financial institutions, government agencies, and business and trade associations. Contract Administrators and other Authority personnel who become aware of circumstances casting doubt on a contractor's ability to perform a contract successfully shall promptly inform the Contracting Officer and furnish the relevant information in writing;

- (3) Information supplied by the prospective contractor, including proposal information, questionnaire replies, financial data, information on production equipment and personnel information; and
- (4) Pre-award survey reports.

16. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

The Offeror shall submit their proposal as follows:

a. Proposal Format

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

- (1) Volume I – Cost/Price - One (1) original AND One (1) copy to be provided on a USB thumb drive in Excel.
- (2) Volume II – Technical - One (1) original AND Five (5) copies on separate USB thumb drives. **(Shall not include cost/price information)**
- (3) Volume III – Contractual - One (1) original AND One (1) copy on USB thumb drive of the completed signed solicitation documents to include Representations, Certifications, Pre-Award Data, Certificate of Insurance and Amendments, if any

b. Cost/Price Proposal. All information relating to cost or pricing data must be included in this volume. Under no circumstances shall cost or pricing data be included elsewhere in the offeror's proposal.

c. Technical Proposal. The technical proposal shall enable WMATA evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the specifications in accordance with the Authority's requirements. Technical proposals shall be specific, detailed, and complete and demonstrate that the Offeror has a thorough knowledge and understanding of the requirements. Offeror's shall avoid statements which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

d. Contractual. Contractual documents shall contain a completed signed Solicitation, Offer and Award Form and include Representations, Certifications, Pre-Award Data, Certificate of Insurance and any amendments.

17. RESTRICTION ON DISCLOSURE AND USE OF DATA

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

- a. "This data furnished pursuant to this RFP shall not be disclosed outside the Authority, be duplicated, or used in whole or in part, for any purpose other than to evaluate the offer; provided that, if a contract is awarded on the basis of that offer, the Authority shall have the

right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever.

- b. This information does not limit the Authority's right to use information contained in this data if it is or has been obtained by the Authority from another independent legitimate source.
- c. Except for the foregoing limitation, the Authority may duplicate, use, and disclose in any manner and for any purpose whatsoever and have others so do, all data furnished in response to this solicitation."

18. AWARD

Authority will make (1) one award for all line items in the schedule of prices resulting from this solicitation.

19. BASIS FOR AWARD (Best Value)

BEST VALUE

- a. Award Will Be Made To That Proposer:
 - (1) Whose offer is judged to be an integrated assessment of the evaluation criteria to be the most advantageous to the Authority based on technical merit and price ("best value"); and
 - (2) That the Authority deems responsible in accordance with WMATA Procurement Procedures Manual.
- b. Best Value Determination
 - (1) The technical merit of the proposal is significantly more important than the price, and price must be fair and reasonable.
 - (2) The Authority may select other than the lowest price proposal if it is determined by value analysis, or technical/cost tradeoffs, that the proposal become more technically equivalent, then price becomes more important.
- c. Offerors are advised that award may be made without discussion or any contact with the offerors concerning the offers received. Therefore, offers should be submitted initially on the most favorable terms that the offeror can submit to the Authority.
- d. Price evaluation will be based on the sum of the total estimated prices of the base contract and any options.
- e. Affordability. The price proposals will be assessed for affordability. The Authority will not make an award for any proposal which proposes prices that would render the procurement infeasible.

20. PROPOSAL EVALUATION CRITERIA

Technical proposal will be evaluated based on the following criteria in **descending order** of importance:

1. Survey Technical Approach

The Offeror shall demonstrate a clear understanding of the RFP and address their approach to each Task listed in the Scope of Work. The Offeror shall include a timeline of deliverables that adheres to the performance schedule listed in the Scope of Work. Contractor shall be evaluated on the extent of survey development (Tasks 4.0-4.3), survey implementation (Tasks 4.4-4.5), and survey reporting (Tasks 4.6-4.8). Preference will be given to innovative approaches that will increase response rates and increase inclusion of Limited English Proficiency and Title VI protected ridership populations.

2. Qualification of Key Personnel

The contractor shall be evaluated on the quality of key personnel proposed for performance under this contract. Offerors shall provide resumes with qualification descriptions for the project manager and supervisors of core project activities. The project manager shall have a minimum of five years of experience in managing large-scale surveys and market research. The supervisor for data management shall have a minimum of three years of experience in survey data processing, analysis, and management. The supervisor for survey crew shall have a minimum of three years of experience in managing survey logistics and field supervision.

3. Experience and Past Performance

Offeror shall have a minimum of five years' experience in surveys of like size and complexity. Previous experience with on-board surveys and system-wide passenger surveys is preferred. Offerors will be evaluated on their record with previous successful projects. Contractor must include a list of all projects that they have completed over the last five years that are comparable to the work defined in the Scope of Work. Offeror shall provide a minimum of three references. Each reference shall briefly demonstrate work performed, including management of similar surveys and concise descriptions on implementation, logistics planning, training and supervision of survey crew, and response. The references shall also include the period of performance and contact person (phone number and email address).

21. RATINGS FOR PROPOSAL EVALUATION CRITERIA

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

Definition of Adjective Rankings:

Exceptional	Exceeds specified performance or capability in a beneficial way to WMATA, and has no weakness.
Acceptable	Meets evaluation standards, weakness are correctable.
Marginal	Fails to meet evaluation standard; however any significant deficiencies are correctable. Lacks essential information to support a proposal.

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

A rating of "Acceptable" is required to be eligible for award consideration. Offeror is cautioned to be aware of this standard when preparing your Proposal.

22. PRICE PROPOSAL EVALUATION

- a. The Authority will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Each Offeror's cost will be evaluated in terms of the following which are equal in importance:
- (1) Submittal of proposed prices for both the Base and the Options, if any, failure to do so will necessitate rejection of the proposal;
 - (2) Any offer which is materially unbalanced may be rejected. An unbalanced offer is one which is based on prices that are significantly overstated for some items and understated for other items;
 - (3) The Authority will compare the price proposals to the Authority estimate and otherwise determine reasonableness by performing a price analysis if adequate competition exists. A cost analysis will be performed if adequate price competition does not exist, to ascertain whether or not the proposed price is fair and reasonable; and
 - (4) In accordance with FAR 15.804-3, the Offeror shall provide certified cost or pricing data as requested by the Contracting Officer.

23. DEFINITIONS FOR TECHNICAL EVALUATION

- Clarifications: Communications with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistake results in revisions.
- Discussions: Oral or written communications including negotiations between the Authority and an Offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.
- Deficiencies: Defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the Authority's minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.

Weakness: Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.

Strengths: Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the Authority.

24. TYPE OF CONTRACT

The Authority will award a Firm Fixed Price Contract based upon the completion and acceptance of the deliverables for each designated task. The contractor will be required to submit Monthly Invoices to WMATA's Contracting Officer Technical Representative for payment approval.

25. ENGLISH LANGUAGE AND UNITED STATES CURRENCY

As regards this solicitation and the resultant contract:

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

26. BRAND NAME OR EQUAL

N/A

27. FEDERAL/LOCAL/STATE SALES TAX

- a. The Authority is exempt under this solicitation from all Federal, State and District of Columbia, municipal and local taxation.
- b. This provision supersedes any language pertaining to payment of taxes that may appear elsewhere in this solicitation.
- c. The Authority's tax exempt numbers are as follows: District of Columbia -- 5611-0082187-001; Maryland -- 30072210; Virginia -- 5280-0067.

**REPRESENTATIONS AND CERTIFICATIONS
(NON-FEDERALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)**

REPRESENTATIONS

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

1. TYPE OF BUSINESS ORGANIZATION

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

2. 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 which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority, i.e., more than 50 percent, 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 basic business policy decisions of the offeror, such other company is considered the parent of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.

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

Name of Parent Company

Main Office Address (including ZIP Code)

(c) If the offeror has no parent company, it shall provide in the applicable space below its own Employer's Identification Number (E.I.N.), (i.e., number used on Federal Tax Returns or, if it has a parent company, the E.I. No. of its parent company).

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

(d) If a Data Universal Numbering Systems (DUNS), number has not been established for the address entered on the Solicitation, Offer, and Award Form, the Authority will arrange for the assignment of this number after award of a contract and will notify the Contractor accordingly.

CERTIFICATIONS

3. COVENANT AGAINST GRATUITIES

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

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the Authority with the

view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

4. CONTINGENT FEE

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

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

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or with any other competitor, as to any matter relating to such prices;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to 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 (a)(1) through (a)(3) above, and as their agent does hereby so certify.

6. NONDISCRIMINATION ASSURANCE

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, in connection with this procurement that it will not discriminate on the basis of race, color, creed, national origin, sex, age in the performance of this contract. The offeror is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certification, without modification, in all subcontracts and purchase orders.

7. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS

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

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that to the best of your 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 the Authority to which this firm is a party or prospective party, or in an **Actual or Prospective Business Relationship with the Authority** to which this firm is a party.

- (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 the Authority to which this firm is a party or prospective party, or in an **Actual or Prospective Business Relationship with the Authority** to which this firm is a party. Include in Nature of Interest below a description of the financial interest and (1) for ownership interests, the value of the interest, the name and address of the firm in which the interest is held, and the total equity or equivalent interest of the firm; and (2) for income, the amount of all income received by the **Board Member, Household Member or Business Associate** in the current and preceding fiscal year for services provided, and the name and address of the firm from which the income was received.

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

- (c) The certification required by subparagraphs (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 the contracting officer's request.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS	
Name of Offeror: _____	
Name and Title of Authorized Representative: _____	
_____	Print and Sign Name
_____	_____
Title	Date

PRE-AWARD EVALUATION DATA

PROJECT DESCRIPTION: _____

1. Name of Firm _____

2. Address: _____

3. [] Individual [] Partnership [] Corporation [] Joint Venture

4. Date Organized _____.

State in which incorporated _____.

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 a list of similar current contracts which demonstrates your technical proficiency, each with contract amount, name of contracting party, character or type of work and percentage of completion.

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

9. In the last two years have you ever been denied an award where you were the Offeror?

If the answer is YES, attach as SCHEDULE THREE the full particulars regarding each occurrence.

10. Have you ever failed to complete, in the last two years, any contract on which you were the Offeror?

If the answer is YES, attach as SCHEDULE FOUR, 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 financial statements and letters from banks regarding credit as required by the Pre-Award Information article.
13. What percentage of work (contract amount) do you intend performing with your own personnel? %.
14. Attach as SCHEDULE SIX a list of all principal subcontractors and the percentage and character of work (contract amount) which each will perform. Principal items of work shall include, but not be limited to, those items listed in the Pre-Award Information article of the Request for Proposal.
15. If the Contractor or subcontractor is 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: _____

PART II – GENERAL / SPECIAL PROVISIONS

PART II – SECTION 1 - GENERAL PROVISIONS

PART II, SECTION 1 - GENERAL PROVISIONS

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

- (a) "Authority" means 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.
- (b) "Contracting Officer" means the person executing this Contract on behalf of the Authority and his or her successor. The term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
- (c) "Subcontract" means, except as otherwise provided in this Contract, a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services under a prime contract. Subcontracts include purchase orders under this Contract, as well as changes and modifications to purchase orders.
- (d) Wherever in the scope of the work the words directed, ordered, designated, prescribed or words of like import are used, it 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.
- (e) "Contractor" means the party (i.e., individual person or legal entity) that enters into a contract with the Authority to provide supplies or perform services to fulfill Authority requirements. With respect to subcontracting, "prime contractor" means "contractor."
- (f) "Services" means the performance of work by an individual person or legal entity under Contract with the Authority. Examples of services: maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment; routine recurring maintenance of real property; housekeeping; advisory and assistance; operation of authority-owned equipment, facilities, and systems; communication services; Architect-Engineering services; and transportation and related services.
- (g) "FTA" means the U.S. Department of Transportation, Federal Transit Administration.

2. ACCOUNTING AND RECORD KEEPING

- (a) Applicability. This clause shall become effective for and shall apply to any adjustment in the price of this Contract initiated by the Contractor or the Authority. However, where the original amount of this Contract is less than \$1,000,000, paragraph (c) of this clause does not apply unless the adjustment is expected to exceed \$50,000.
- (b) Forward Priced Adjustments. Unless expressly waived in writing in advance by the Contracting Officer, the Contractor shall furnish to the Contracting Officer a cost proposal in advance of performance of any work for which a price adjustment is requested under this Contract. The Contractor shall originate such records as are necessary to substantiate all elements of the pricing proposal, current to the date of agreement on the pricing

adjustment. Such records supporting the costs of each pricing adjustment request shall be specifically segregated and identified in the Contractor's accounting system as being applicable to the pricing adjustment request.

- (c) **Post Pricing Adjustments.** In addition to the records required to be originated under paragraph (b) above, in the event pricing of an adjustment under this Contract is not agreed upon between the Contractor and the Contracting Officer prior to the commencement of work for which the pricing adjustment is requested, the Contractor and any subcontractor engaged in work for which the pricing adjustment is requested, shall maintain accounts and original cost records specifically segregated and identified by job order or other appropriate accounting procedures approved by the Contracting Officer of all incurred segregable costs related to the work for which the pricing adjustment is requested. The Contractor shall maintain accounts and records which segregate and account for the costs of all work associated with that part of the project for which the pricing adjustment is requested and shall allocate the costs so accumulated between: (1) work required under the base Contract; (2) work requested to be reimbursed under the pricing adjustment; and (3) other claim, including but not limited to, changes, differing site conditions, and the like. The accounts and records so established shall accumulate such costs under logical costs groups, such as material, labor, equipment, subcontracts, field overhead and the like. The Contractor shall record these costs on a form approved by the Contracting Officer.
- (d) **Availability.** The accounts, records and costs information required to be originated under b. and c. above together with all other accounts, records and costs information related to this Contract, shall be maintained and made available by the Contractor and subcontractor(s):
 - (1) At the office of the Contractor or subcontractor(s) at all reasonable times for inspection, audit, reproduction or such other purposes as may be required by the Contracting Officer or by anyone authorized access to the records by the Contracting Officer or pursuant to any other provisions of this Contract; and
 - (2) Until the expiration of three years from the date of final payment under this Contract or such lesser time as is specified in Subpart 4.7 of the Federal Acquisition Regulations and for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by paragraphs (i) and (ii) below:
 - (i) If the Contract is completely or partially terminated, for a period of three (3) years from either the date of any resulting final settlement or the date of final payment whichever is the greater period; and
 - (ii) If a pricing adjustment is involved in any appeal under the Disputes clause Article of this Contract or in any litigation related to this Contract, for a period of one (1) year following the final disposition of the appeal or litigation.
- (e) **Access to Records.** When asserting a claim involving a potential price adjustment under any provisions of this Contract, the Contractor shall grant the Authority access to review and ascertain the validity of the accounting records being maintained for segregation of costs, including base cost records, and to audit such costs as are deemed appropriate by the Contracting Officer. No payment shall be made to the Contractor on its claim until such records are made available and access is permitted.
- (f) **Limitation on Pricing Adjustment.** In the event the Contractor or any subcontractor fails to originate or to maintain, or to make available any accounts or records required under this or

any other clause of the Contract, the Contracting Officer may, at the Contracting Officer's discretion, determine the reasonableness of the direct cost of the work for which records are not available, and add a single mark-up for indirect expenses not to exceed ten percent (10%) of the direct costs based on:

- (1) An audit of any existing books and records of the Contractor or subcontractor; or
- (2) An Authority estimate adopted by the Contracting Officer; or
- (3) A combination of (1) and (2);

The Contractor and subcontractors shall not be allowed any profit on the work which such records are not available.

- (g) Flow-down clause. The Contractor shall insert a clause containing all the provisions of this clause in all subcontracts issued under this Contract, modified as necessary, for proper identification of the contracting parties and the Contracting Officer under this Contract.

3. ASSIGNMENT

- (a) Except as otherwise provided in this provision, the Contractor shall not transfer any of its rights and obligations under this Contract to third parties without the prior consent of the Authority. The Authority may recognize a third party as successor in interest to the Contract in the event of a transfer of all or substantially all of the assets of the Contractor, a Division of the Contractor involved in the performance of the Contract, or a Parent company providing a performance guarantee under this Contract, (i.e., sales of assets; transfer of assets pursuant to merger or consolidation; or incorporation of a proprietorship or partnership). Such recognition of the transfer shall be within the discretion of the Contracting Officer after review of the facts and circumstances surrounding each request. At the discretion of the Contracting Officer, the Contracting Officer may conduct an evaluation of the successor party's capability to perform the Contract in the same manner and to the same extent the Contracting Officer was empowered to conduct a responsibility determination as part of the original solicitation for this Contract. Should the Contracting Officer, for any reason, not recognize such a successor in interest, it may terminate this Contract for the convenience of the Authority.
- (b) For claims for monies due, or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any institution, upon written notice of such assignment to the Authority. Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize assignments only to bona fide lending institutions; therefore, assignment to any private corporation, business or individual which does not qualify as such is specifically prohibited.
- (c) Any attempt to transfer by assignment not authorized by this provision shall constitute a breach of the Contract and the Authority may for such cause, terminate the Contract with the DEFAULT provision of these General Provisions, and the Contractor shall be liable to the Authority under the DEFAULT provision.

4. AUDIT AND RETENTION OF RECORDS

- (a) As used in this clause, "records" includes 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.
- (b) Authorized persons. The Contracting Officer and his representatives, including representatives of the Authority's governing jurisdictions and any other federal, state, or local entity providing funding for this Contract and the Comptroller General of the United States, shall have access and inspection rights described in this clause.
- (c) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing this contract.
- (d) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to: (1) the proposal for the contract, subcontract, or modification; (2) the discussions conducted on the proposal(s), including those related to negotiating; (3) pricing of the contract, subcontract or modification; or (4) performance of the contract, subcontract or modification.
- (e) Reports. If the Contractor is required to furnish cost, funding or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and the data reported.
- (f) Availability. The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence described above, for examination, audit or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
 - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation or claims are fully resolved.
- (g) Subcontracts. The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this Contract that exceed the simplified acquisition threshold (currently \$100,000) and –

- (1) That is cost reimbursable, incentive, time-and-material, labor-hour, or price redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That requires the contractor to submit reports as discussed in paragraph (e) of this clause.

5. AUTHORITY DELAY OF WORK

- (a) If the performance of all or any part of the work is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this Contract, which act is not expressly or impliedly authorized by this Contract, or (2) by a failure of the Contracting Officer to act within the time specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or for which an adjustment is provided or excluded under any other provision of this Contract.
- (b) A claim under this clause shall not be allowed:
 - (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and
 - (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the Contract.

6. CERTIFICATE OF CURRENT COST OR PRICING DATA

The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.406 of the Federal Acquisition Regulations (48 CFR 15.406) in support of any negotiated contract modification, for which the aggregate of the increase and decreases in cost are expected to exceed \$100,000. The Contractor may be requested, at the discretion of the Contracting Officer, to provide cost or pricing data and an attendant certificate of current cost or pricing data, for modifications on which cost are \$100,000 or less.

7. CHANGES

- (a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this Contract, in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); or
 - (3) Place of performance of the services.

- (b) If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, the Contracting Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Contractor must assert its right to an adjustment under this clause article within 30 days from the date of receipt of the written order. Any such adjustment to the contract price must be agreed upon, prior to final payment of the contract price.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (f) Notwithstanding any other provision of this Contract, the Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the Contract price and shall take action with respect thereto as directed by the Contracting Officer.

8. NONDISCRIMINATION ASSURANCE

- (a) Nondiscrimination Assurance: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the contractor, sub-recipient, or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor, sub-recipient, or subcontractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that FTA may issue.
- (b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to this contract.
 - (1) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color,

creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (2) Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) The Contractor also agrees to include all of these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- (d) Failure by the contractor, sub-recipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

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

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such work week.
- (b) Violation. Liability for Unpaid Wages - Liquidated damages. In the event of any violation of the provisions of paragraph (a) the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the Authority for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman or guard employed in violation of the provision of paragraph (a) in the

sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of his standard work week of 40 hours without payment of the overtime wages required by paragraph (a).

- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Authority Contractor, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may be administratively determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).
- (d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts and shall require their inclusion in all subcontracts of any tier.
- (e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three (3) years from the completion of this Contract.

10. CONVICT LABOR

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

11. CORRECTION OF DEFICIENCIES

- (a) Definitions, as used in this provision:
 - (1) "Deficiency" means any condition or characteristics in any supplies (which term shall include related technical data) or services furnished hereunder, which is not in compliance with the requirements of this Contract.
 - (2) "Correction" means any and all actions necessary to eliminate any and all deficiencies.
 - (3) "Supplies" mean the end item(s) furnished by the Contractor and related services required under this Contract.

- (b) General:
 - (1) The rights and remedies of the Authority provided in this provision:
 - (i) Shall not be affected in any way by any other provision(s) under this Contract concerning the conclusiveness of inspection and acceptance; and
 - (ii) Are in addition to and do not limit any rights afforded to the Authority by any other provision article of this Contract.
 - (2) This provision shall apply only to those deficiencies discovered by either the Authority or the Contractor within one year after acceptance.
 - (3) The Contractor shall not be responsible under this provision for the correction of deficiencies in Authority furnished property, except for deficiencies in installation, unless the Contractor performs or is obligated to perform any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of deficiencies to the extent of such modifications or other work.
 - (4) The Contractor shall not be responsible under this provision article for the correction of deficiencies caused by the Authority.

- (c) Deficiencies in accepted supplies or services:
 - (1) Notice to Contractor - Recommendation for Correction. If the Contracting Officer determines that a deficiency exists in any of the supplies or services accepted by the Authority under this Contract, the Contracting Officer shall promptly notify the Contractor of the deficiency, in writing, within 30 days. Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted supplies or services, the Contractor shall promptly submit to the Contracting Officer its recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.
 - (2) Direction to Contractor concerning correction of deficiencies. Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, at his sole discretion, shall give the Contractor written notice not to correct any deficiency, or to correct or partially correct any deficiency within a reasonable time and at a specified location.

- (3) Correction of deficiencies by Contractor. The Contractor shall promptly comply with any timely written direction by the Contracting Officer to correct or partially correct a deficiency, at no additional cost to the Authority. The Contractor shall also prepare and furnish to the Authority data and reports applicable to any correction required under this provision (including revision and updating of all other affected data called for under this Contract) at no additional cost to the Authority.
- (4) Proposal for correction. In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall promptly submit a technical and cost proposal for compensation to the Authority for the diminished value received. If the Contract has not been completed, this may be accomplished as a scope and price modification to the Contract.
- (d) Deficiencies in supplies or services not yet accepted. If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any supplies or services, it shall promptly correct the deficiency. If in the Contractor's judgment such correction is not feasible or in the Authority's best interest, it shall promptly notify the Contracting Officer, in writing, of the deficiency, the reasons for its recommendation not to correct the deficiency, and provide a detailed technical and cost proposal for recommended alternatives.
- (e) No extension in time for performance - No increase in Contract price. In no event shall the Authority be responsible for extension or delays in the schedule deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of the delivery schedule or period of performance as a result of such correction of deficiencies, except as may be agreed to by the Authority in a contract modification with adequate consideration. This provision shall not be construed as obligating the Authority to increase the Contract price of this Contract.
- (f) Transportation charges. If the agreed upon correction requires the Authority to ship supplies or other items to the Contractor, the Contractor shall be liable for determining the method of shipment and bearing the cost and risk of loss for such supplies or other items while in transit, and until they are redelivered to the Authority. For the purpose of this provision, the terms "supplies" and "shipment" include both tangible and intangible (e.g., electronic) items and methods.
- (g) Failure to correct. If the Contractor fails or refuses to comply with any term of this provision, or fails to exercise its professional judgment in good faith regarding the identification or correction of any deficiency, the Contracting Officer may proceed in accordance with the Termination for Default provision of this contract. In such event, the Contractor shall be liable for all costs incurred by the Authority in connection with the Termination for Default provision, including but not by way of limitation, the employment of consultants or other contractors to identify the deficiency, to make recommendations regarding methods of correcting the deficiency, the actual correction of the deficiency, and risk of the continued use of the defective supplies, methods of achieving the end purpose of the supplies or other items until the deficiency is corrected, and the estimated cost thereof.
- (h) Correction of deficient replacements and re-performances. The corrected or replaced supplies and any services re-performed pursuant to this provision shall also be subject to all the provisions of the clause to the same extent as supplies or services initially accepted.

- (i) Disassembly/reassembly expense. The Contractor shall be liable for the reasonable cost of any disassembly, reassembly, repair or replacement of Authority property required to implement the correction(s) required in accordance with this provision.

12. COST OR PRICING DATA

- (a) As part of its pricing proposal for any modification to this Contract requiring a price adjustment involving an aggregate increase or decrease in excess of \$100,000 to the Contract price, the Contractor shall submit to the Contracting Officer, either actually or by specific identification in writing, cost or pricing data under the conditions described in this paragraph and certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of the date of the proposal. The Contractor, at the discretion of the Contracting Officer, may be required to submit cost or pricing data for price adjustments less than \$100,000.
- (b) The submittal of certified cost or pricing data shall not be required if the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The Contractor agrees that the terms adequate price competition and established catalog or market prices of commercial items sold in substantial quantities to the general public shall be determined by the Contracting Officer in accordance with the guidelines as set forth in Subpart 15.4 of the Federal Acquisition Regulations (48 CFR 15.4).
- (c) Cost or pricing data consists of all facts existing up to the time of agreement on price which prudent buyers and sellers would reasonably expect to have a significant effect on the price negotiations for the modification. The definition of cost or pricing data embraces more than historical accounting data; it also includes where applicable, such factors as subcontractor, supplier and vendor quotations, non-recurring costs, changes in construction methods or contract performance, unit cost trends such as those associated with labor efficiency and any management decisions which could reasonably be expected to have a significant bearing on costs under the proposed modification and the Contract work. Cost or pricing data consists of all facts which can reasonably be expected to contribute to sound estimates of future costs as well as to the validity of costs already incurred. Cost or pricing data, being factual, is that type of information which can be verified. Because the certificate pertains to cost or pricing data, it does not make representations as to the accuracy of the Contractor's judgment on the estimated portion of future costs or projections. The certificate does, however, apply to the data upon which the Contractor's judgment is based.

13. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. DEFAULT

- (a) (1) The Authority may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this Contract in whole or part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in the contract, herein or any extension thereof;
 - (ii) Make progress, so as to endanger performance of the contract; or
 - (iii) Perform any of the other provisions of this contract.
- (2) The Authority's right to terminate this contract under paragraphs (a)(1)(ii) and (a)(1)(iii) above, may be exercised if the contractor does not cure such failures within 10 days (or more if authorized by the Contracting Officer) after receipt of notice from the Contracting Officer specifying the failure.
- (b) If the Authority terminates this Contract in whole or in part, it may procure, under the terms and in the manner as the Contracting Officer considers appropriate, supplies or services similar to those terminated in this contract, and the Contractor will be liable to the Authority for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy; (2) acts of the Government in its sovereign capacity or the Authority in its contractual capacity; (3) fires; (4) floods; (5) epidemics; (6) quarantine restrictions; (7) strikes; (8) freight embargoes; and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this Contract is terminated for default, the Authority may require the Contractor to transfer title and deliver to the Authority, as directed by the Contracting Officer (1) any completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information (including data and intellectual property) and contract rights that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Authority has an interest.
- (f) The Authority shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for items identified in paragraph (e) above that were delivered and accepted by the Authority and for the protection and preservation of property. Failure to agree shall be a dispute under the DISPUTES clause of this Contract. The Authority may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

- (g) If, after termination, it is determined that the Contractor was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the Authority.
- (h) The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under this Contract.

15. DISPUTES

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

16. EMPLOYMENT RESTRICTION WARRANTY

- (a) The Contractor warrants that it will not offer employment to any officer or employee of the Washington Metropolitan Area Transit Authority (Authority) who has been involved, directly or indirectly, in any matter of financial interest to the Contractor until at least one (1) year after the officer or employee has ceased involvement in or responsibility for the matter.
- (b) The Contractor further warrants that it will not employ any Authority officer or employee who has had direct responsibility for any matter of financial interest to the Contractor within the year prior to the retirement or termination of the officer or employee until at least one (1) full year after such officer or employee has left the employment of the Authority.
- (c) The one (1) year requirement described in this provision may be waived at the discretion of the Contracting Officer if the Authority employee or former employee has been subject to a Reduction in Force; in such case, the Contracting Officer will provide the Contractor with a letter to that effect.
- (d) If a waiver is granted, or if a former employee of the Authority is eventually hired, the Contractor shall be responsible for ensuring that the former employee is not directly

involved in negotiating or otherwise dealing with Authority on any particular matter over which such employee had responsibility during his or her period of employment at Authority.

- (e) Should the Contractor fail to comply with paragraphs (a), (b) or (d) above, the Contracting Officer shall have the right to withhold payment under this Contract in an amount not to exceed 2% of the total Contract amount as liquidated damages to the Authority, such withholding to be in addition to any other withholding under this Contract. Further, the Contracting Officer shall consider such violation in evaluating the Contractor's responsibility in connection with award of any future Authority Contract.

17. EXTRAS (SUPPLIES)

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the prices therefore have been authorized in writing in advance by the Contracting Officer.

18. FEDERAL, STATE, AND LOCAL TAXES

- (a) Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State and Local taxes and duties.
- (b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this Contract, if a statute, court decision, written ruling or regulation takes effect after the Contract date, and:
 - (1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the Contract price shall be increased by the amount of such tax or duty or rate increase, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Contract price as a contingency reserve or otherwise; or
 - (2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Authority, as directed by the Contracting Officer. The Contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- (c) Paragraph (b) above shall not be applicable to social security taxes or to any other employment tax.
- (d) No adjustment of less than \$250 shall be made in the Contract price pursuant to paragraph (b) above.
- (e) As used in paragraph (b) above, the term "Contract date" means the date the contract was executed by the Authority. As to additional supplies or services procured by modification to this Contract, the term "Contract date" means the effective date of such modification.

- (f) Unless a reasonable basis to sustain an exemption does not exist, the Authority upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any relevant Federal, State or Local tax; provided that evidence appropriate to establish exemption from any Federal excise tax or duty which may give rise to either an increase or decrease in the Contract price, will be furnished only at the discretion of the Authority.
- (g) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the Contract price and shall take action with respect thereto as directed by the Contracting Officer.

19. GRATUITIES

- (a) In connection with performance of work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contractor, or any agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Authority; or to any Director, Officer, employee or agent of any of the Authority's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly forbidden. The terms of this GRATUITIES clause shall be strictly construed and enforced in the event of violations hereto.
- (b) Reported instances of the giving or offering to give gratuities within the context of this GRATUITIES clause will be investigated by the Board of Directors or its duly authorized representative. A preliminary investigation will be made to determine whether there is probable cause to suspect that a violation of this clause has been committed. If such probable cause is found to exist, the Board of Directors, or its duly authorized representative, shall formally notify the suspected donor corporation or individual in writing of the particulars of the event; and provide such donor the opportunity to be heard on the matter. The aims of the investigations and hearing shall be to ensure due process and to preserve the best interests and rights of all parties by the full and fair disclosure of all relevant and material information. Accordingly, the Board of Directors, or its duly authorized representative, shall require production of all pertinent documents and records, and sworn testimony from witnesses. During the pendency of any investigation or hearing treating with a violation of this GRATUITIES clause, the Board of Directors, or its duly authorized representative may exercise its power granted by the Washington Metropolitan Area Transit Authority Compact, Public Law 774, 80 Star. 1324, Article V, General Powers, Subparagraph (k), by issuing subpoenas to compel the attendance of necessary witnesses, and to compel production of papers, records, accounts, ledgers and documents. The subpoenas shall be enforceable by order of an appropriate United States District Court. If, after notice and hearing, or notice of the opportunity to be heard, the Board of Directors, or its duly authorized representative, finds that a violation of this GRATUITIES clause has been committed, the Authority shall have the right to:
 - (1) Require that the individual(s) giving or offering the gratuity be removed from further participation on any Authority projects, (be terminated);

- (2) Deny the Contractor any G & A (general and administrative) mark-ups for all changes and/or modifications found to be tainted by the giving of or offering to give gratuities;
 - (3) Preclude the Contractor from proposing on, receiving or participating as joint venturer, subcontractor or otherwise in any Authority project for a period of five (5) years;
 - (4) Have complete access to all the Contractor's financial books, records and accounts for the purpose of performing a comprehensive audit of the entire project.
 - (5) In the event of repeated violations of this GRATUITIES clause or of gross or extreme conduct indicative of a corrupt intent to gain special advantage, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract.
- (c) The existence of the facts upon which the Board of Directors, or its duly authorized representative, makes findings in connection with investigations and hearings in consonance herewith, shall be an issue and may be reviewed in any competent court.
- (d) In the event this Contract is terminated as provided in paragraph (b)(5) of this clause, the Authority shall be entitled:
- (1) To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and
 - (2) As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in any amount (as determined by the Board or its duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.
- (e) The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

20. INSPECTION OF SERVICES

- (a) "Services" as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the Contract requires.
- (c) The Authority has the right to inspect and test all services called for by this contract, to the extent practicable at all times and places during the term of the contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- (d) If the Authority performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at non-increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

- (e) If any of the services performed do not conform to contract requirements, the Authority may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; or
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (g) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
 - (1) By contract or otherwise, perform the services and charge to the contractor any cost incurred by the Authority that is directly related to the performance of the service; or
 - (2) Terminate the contract for default.

21. INSPECTION OF SUPPLIES

- (a) "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering supplies under this contract and shall tender to the Authority for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Authority during contract performance and for as long afterwards as the contract requires. The Authority may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Authority has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Authority shall perform inspections and tests in a manner that will not unduly delay the work. The Authority assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Authority performs inspection or test(s) on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. The Authority, except as otherwise provided in the contract, shall bear the expense of Authority inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Authority shall not be liable for any reduction in the value of inspection or test samples.

- (e) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test. The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- (f) The Authority has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Authority may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Authority may either: (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor; or (2) terminate the contract for default. Unless the Contractor replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i)
 - (1) If this contract provides for the performance of Authority quality assurance at source, and if requested by the Authority, the Contractor shall furnish advance notification of the time: (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and (ii) when the supplies will be ready for Authority inspection.
 - (2) The Authority's request shall specify the period and method of the advance notification and the Authority representative to whom it shall be furnished. Requests shall not require more than two (2) workdays of advance notification if the Authority representative is in residence in the Contractor's plant, nor more than seven (7) workdays in other instances.
- (j) The Authority shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Authority failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Authority, for nonconforming supplies.
- (k) Inspections and tests by the Authority does not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Authority, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor:
 - (1) At no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting

Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

- (2) Within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant.

If the Contractor fails to perform or act as required in paragraphs (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Authority shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Authority thereby.

22. LIMITATION ON WITHHOLDING PAYMENTS

If more than one (1) clause or schedule provision of this Contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one (1) time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time; provided, that this limitation shall not apply to:

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this Contract;
- (c) The recovery of overpayment; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

23. NEW MATERIAL (SUPPLY)

Unless this Contract specifies otherwise, the Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Contract, the Contractor believes that furnishing supplies or components which are not new is in the Authority's best interest, the Contractor shall notify the Contracting Officer immediately in writing. The Contractor's notice shall include the reasons for the request, along with a proposal for any consideration to the Authority if the Contracting Officer authorize to the use of such supplies or components.

24. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (SUPPLY)

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

- (b) In the event of any claim or suit against the Authority on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Authority, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Authority except where the Contractor has agreed to indemnify the Authority.
- (c) This clause shall be included in all subcontracts.

25. NOTICE TO THE AUTHORITY OF LABOR DISPUTES

- (a) Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.
- (b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

26. OFFICIALS NOT TO BENEFIT

- (a) No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- (b) No member, officer or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- (c) Enforcement of this clause shall be consistent with 18 U.S.C. §431.

27. ORDER OF PRECEDENCE

Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order: (a) Contract Amendments/Modifications; (b) Solicitation Offer and Award Forms; (c) Representations and Certifications; (d) Price Proposal as Negotiated; (e) General Provisions; (f) WMATA Standard Specifications and Technical Specifications of the Contract, whether incorporated by reference or otherwise; (g) other documents, exhibits, and attachments; and (h) drawings, if any. In the event of a conflict within, between or among all the above listed order of precedent, the more stringent requirement shall apply.

28. ORGANIZATIONAL CONFLICT OF INTEREST

- (a) An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or subcontract may, without some restriction on future activities (1) result in an unfair competitive advantage to the contractor or subcontractor; or (2) impair the contractor's objectivity in performing the contracted work. Most typically this would

arise when a contractor prepares a design or specification for work that is to be procured competitively. It may also arise when a contractor or one of its affiliates would have an economic interest in the outcome of a contract or project. Conflicts of interest may be either real or apparent.

- (b) In the event that an Offeror believes that it or any of its potential subcontractors may have an organizational conflict of interest, it shall notify the Contracting Officer, in writing, within five (5) work days after it becomes aware of the potential or actual organizational conflict of interest. The written notification shall identify the nature and circumstances of the perceived conflict and propose appropriate measures to eliminate or mitigate the situation. The Contracting Officer will review the circumstances and the proposed mitigation and notify the Offeror accordingly, determining that: (1) no mitigation is required; (2) the conflict cannot be mitigated; or (3) the conflict can be mitigated and accepts the proposed measures, or recommends additional measures.
- (c) The failure of an Offeror to identify such perceived conflicts may result in: (1) the Offeror being disqualified from the competition; or (2) any contract award being rescinded or terminated for default.
- (d) Should a successful Offeror identify or become aware of a conflict after award, including any extension of the contract, which it could not reasonably have anticipated prior to award, it shall notify the Contracting Officer in accordance with paragraph (b) above, or request an exception to the restriction with supporting rationale. The Contracting Officer shall consider the Contractor's proposed measures to mitigate or eliminate the conflict, or the request for an exception.
 - (1) If the proposed measures are not determined feasible nor acceptable to the Contracting Officer, the Contracting Officer may terminate the contract in accordance with the TERMINATION FOR CONVENIENCE OF THE AUTHORITY provisions of the contract; or
 - (2) If the request for an exception is not granted by the Contracting Officer, and the contract is not terminated for convenience, the Contractor shall be notified in writing and be given ten (10) days from the date of the written notification to take all necessary action to comply with the requirements of this clause.
 - (3) If the proposed measures are determined acceptable to the Contracting Officer, the Contracting Officer may grant a specific exception to this restriction, when in the Contracting Officer's judgment, the exception will not create a conflict between the Contractor's duties and obligations under this contract and the duties and obligations imposed on the Contractor under the contractual or other relationship for which an exception is requested.
- (e) If the Contractor fails to comply with the terms of this clause, the Contracting Officer, may withhold payments due under the contract until such time as the Contractor is in compliance or, should the non-compliance remain uncorrected at the expiration of ten (10) days from written notice from the Contracting Officer as provided in §(d)(2) of this clause, terminate the contract for default pursuant to the Default clause of this contract.
- (f) The Contractor, in performing this Contract, shall avoid any conduct which might result in or give the appearance of creating for Directors, Officers, or employees of the Authority in their relationship with the Contractor, any conflicts of interest or favoritism and/or the appearance thereof and shall avoid any conduct which might result in a Director, Officer, or

employee failing to adhere to the Standards of Conduct adopted by the Authority's Board of Directors.

- (g) Any determination by the Contracting Officer under this clause shall be final and shall be considered a question of fact within the meaning of the Disputes clause of this Contract.

29. PATENT INDEMNITY

The Contractor shall indemnify the Authority and its officers, agents and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property ("hereinafter referred to as "construction work") under this Contract. This indemnity shall not apply unless the Contractor is informed as soon as practicable by the Authority of the suite or action alleging such infringement, and is given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

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

30. PAYMENTS

The Authority shall pay the Contractor, normally within 30 days of receipt of a properly prepared invoice or voucher, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

31. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS

- (a) This clause shall become operative only with respect to any modification of this Contract which involves aggregate increases and/or decreases in costs plus applicable profits in excess of \$100,000 unless the modification is priced on the basis of adequate competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause is limited to defects in data relating to such modification.
- (b) If any price, including profit, or fee, negotiated in connection with any modification for price adjustment under this Contract, was increased by any significant amount because of (b)(1) or (3) of this clause, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

- (1) The Contractor or a subcontractor furnished cost or pricing data that were which was not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any reduction in the Contract price due to defective subcontract data of a prospective subcontractor, when the subcontract was not subsequently awarded to such subcontractor, shall be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor, provided that the actual subcontract price was not affected by defective cost or pricing data.
- (c) If the Contractor includes a clause an article similar to this clause in any subcontract, such subcontract clause shall be solely between the Contractor and the subcontractor and not binding on the Authority.

32. PRICING OF ADJUSTMENTS

- (a) When costs are a factor in any determination of a Contract price adjustment pursuant to the CHANGES AND CHANGED CONDITIONS clause or any other provision of this Contract, such costs shall be in accordance with the Subpart 31.1 of the Federal Acquisition Regulations (48 CFR 31.1).
- (b) Notwithstanding any interpretation of the aforementioned contract cost principles and procedures to the contrary, the Authority will not be liable for interest, however represented, on or as a part of any claim, request, proposal or adjustment, including equitable adjustments, whether said claim, request, proposal or adjustment, including equitable adjustments, arises under the Contract or otherwise.
- (c) Where general and administrative expense is recoverable as part of any pricing adjustment under this contract, the adjustment shall be based on the relationship between the Contractors' total general and administrative expenses allowable under FAR cost principles for all construction-type operations, during the fiscal or calendar year covering the actual performance period of the work included in this pricing adjustment, and the Contractor's total cost input (excluding General and Administrative costs) for construction-type operations during the same period, expressed as a percentage, applied to the direct and overhead contract costs included in the pricing adjustment.

33. RESPONSIBILITY FOR INSPECTION

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the Contract conform to the Drawings, Specifications and Contract requirements.

34. RETENTION OF DOCUMENTS

Except where this Contract specifically requires otherwise, the Contractor shall retain for a period of three (3) years from final payment, all research and supporting documentation, work papers and other documents, whether written or electronic, used in the performance of services for this Contract.

35. RIGHTS IN TECHNICAL DATA

- (a) The Authority shall have the right to use, duplicate, or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - (1) Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
 - (2) Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data; e.g., specification control drawings, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - (3) Other technical data which has been, or is normally furnished without restriction by the Contractor or subcontractor; or
 - (4) Other specifically described technical data which the parties have agreed will be furnished without restriction.
- (b) The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph (a) in whole or in part, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be
 - (1) Released or disclosed in whole or in part outside the Authority;
 - (2) Used in whole or in part by the Authority for manufacture; or
 - (3) Used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; provided, that the release or disclosure thereof outside the Authority shall be made subject to a prohibition against further use, release or disclosure.
- (c) Technical data provided in accordance with the provisions of paragraph (b) shall be identified by a legend which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
- (d) The term technical data as used in this clause means technical writing, computer software, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered

pursuant to this Contract. The term does not include financial reports, cost analyses, and other information incidental to Contract administration. Computer software as used in this clause means computer programs, computer data bases, and documentation thereof.

- (e) Material covered by copyright:
 - (1) The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data now or hereafter covered by copyright.
 - (2) No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the Authority to use such copyrighted matter in the manner above described.
 - (3) The Contractor shall report to the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.
- (f) Relation to patents: Nothing contained in this clause shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
- (g) Any dispute under this clause article shall be subject to the Disputes clause of this contract.
- (h) Notwithstanding any other payment provision in this contract, the Contracting Officer may retain from payment up to 10 percent of the contract price until final delivery and acceptance of the technical data defined in this clause and as required to be furnished by the contract specification.

36. ROYALTY INFORMATION

- (a) When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be furnished with the offer, proposal, or quotation on each separate item of royalty or license fee:
 - (1) Name and address of licensor;
 - (2) Date of license agreement;
 - (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable;
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
 - (5) Percentage or dollar rate of royalty per unit;
 - (6) Unit price or Contract item;
 - (7) Number of units; and

- (8) Total dollar amount of royalties.
- (b) In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

37. SEAT BELT USE POLICY

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

38. SENSITIVE SECURITY INFORMATION

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

39. STOP WORK ORDER

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a STOP WORK ORDER issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by such order as provided in the DEFAULT or TERMINATION FOR CONVENIENCE OF THE AUTHORITY clauses of this Contract.
- (b) If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract modified in writing accordingly, if:
 - (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts a claim for such adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim submitted at any time before final payment under this Contract.

- (c) If a stop work order is not cancelled and the work covered by the order is terminated for the convenience of the Authority, the Contracting Officer shall allow reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.
- (d) If a stop work order is not cancelled and the work covering by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

40. SUBCONTRACTOR COST AND PRICING DATA-PRICE ADJUSTMENTS

- (a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this Contract which involves a price adjustment in excess of \$100,000. The requirements of this clause shall be limited to such price adjustments.
- (b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:
 - (1) Prior to award of any cost-reimbursement type, incentive, or price re-determinable subcontract;
 - (2) Prior to the award of any subcontract the price of which is expected to exceed \$100,000; and
 - (3) Prior to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed \$100,000; except in the case of (b)(2) or (3) where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.
- (c) The Contractor shall require subcontractors to certify that to the best of their knowledge and belief, the cost and pricing data submitted under paragraph (b) of this clause, is accurate, complete, and current as of the date of execution, which date shall be as close as possible to the date of agreement on the negotiated price of the Contract modification.
- (d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract which exceeds \$100,000.

41. SUBCONTRACTOR PAYMENTS

- (a) The Contractor shall, under this contract, establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each subcontractor for satisfactory performance of its contract, or any billable portion thereof, no later than ten (10) days from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor. The Contractor shall also release, within ten (10) days of satisfactory completion of all work required by the subcontractor, any retention withheld from the subcontractor.
- (b) The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors in accordance with paragraph (a) above for previous payments by the Authority to the Contractor. The Contractor shall notify the Contracting Officer or other delegated Authority representative with each payment request, of any situation in which scheduled subcontractor payments have not been made.

- (c) If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and, if deemed appropriate by the Authority, to consent to remedial measures to ensure subcontractor payment that is due.
- (d) The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who want to determine the status of Authority payments to the Contractor.
- (c) Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

42. TERMINATION FOR CONVENIENCE OF THE AUTHORITY

- (a) The Authority may terminate performance of work under this Contract in whole, or from time to time, in part, if the Contracting Officer determines that a termination is in the Authority's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delays in determining or adjusting any amounts due under the clause:
 - (1) Stop work as specified in the Notice of Termination;
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract;
 - (3) Terminate all subcontracts to the extent that they relate to the work terminated;
 - (4) Assign to the Authority, as directed by the Contracting Officer, all right(s), title, and interest of the Contractor under the subcontracts terminated, in which case the Authority shall have the right to settle or pay any termination settlement proposal arising out of those terminations;
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for all the purposes of this clause;
 - (6) As directed by the Contracting Officer, transfer title and deliver to the Authority:
 - (i) The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to the Authority.
 - (7) Complete performance of the work not terminated;

- (8) Take any action that may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest;
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; provided, however, that the Contractor (a) is not required to extend credit to any purchaser and (b) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce payments to be made by the Authority under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules not later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within the 120-day period.
- (d) After expiration of the plant clearance period (as defined in Subpart 49.001 of the Federal Acquisition Regulation), the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Authority to remove those items or enter into an agreement for their storage. Within 15 days thereafter, the Authority will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted upon after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract of price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause does not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

- (1) The contract price for completed supplies or services accepted by the Authority (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
- (2) The total of:
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to items compensated or to be paid for under paragraph (g)(1) of this clause;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not excluded in subsection (g)(2)(i) of this clause; and
 - (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer pursuant to Section 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Contracting Officer shall allow no profit under this subsection (g)(2)(iii) and reduce the settlement to reflect the indicated rate of loss.
- (3) The reasonable costs of settlement of the work terminated, including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the DISPUTES clause, from any determination made by the Contracting Officer under paragraph (e) or (g) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted:

- (1) All un-liquidated advances or other payments to the Contractor under the terminated portion of the Contract;
 - (2) Any claim which the Authority has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things procured by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Authority.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the Contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m) (1) The Authority may, under such terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Authority upon demand, together with interest computed at the rate established by the Secretary of Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of circumstances.
- (n) Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three (3) years after final settlement. This includes all books and other evidence bearing on the costs and expenses of the Contractor under this Contract. The Contractor shall make these records and documents available to the Authority, its governing jurisdictions and any other federal, state, or local entities providing funding for this Contract, and to the Comptroller General of the United States, or the agents or representatives of any of them, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproduction may be maintained instead of original records and documents. This requirement shall be passed through to all subcontractors whose compensation is included in the termination settlement.

43. TITLE

Unless this Contract specifically provides for earlier passage of title to deliverables (including documents, reports, and data) or other items resulting from this Contract, title shall pass to the Authority upon formal acceptance, regardless of when or where the Authority takes physical possession. The risk of loss remains with the Contractor until the transfer of title.

44. VARIATION IN QUANTITY (SUPPLIES)

No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.

45. WALSH-HEALEY PUBLIC CONTRACTS ACT

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

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

PART II, SECTION 2 - SPECIAL PROVISIONS

PART II, SECTION 2 - SPECIAL PROVISIONS

1. PERIOD OF PERFORMANCE

The period of performance is from the date of award through January 22, 2016.

2. DELIVERY SCHEDULE

a. Please reference Part III- Technical Specifications.

3. OPTION QUANTITIES

- a. The Authority has the unilateral right to extend the contract by exercising the option or options (as applicable) subject to all terms and conditions herein.
- b. The Authority may exercise the option(s) (if any) by written notice to the Contractor prior to commencement of the option period; provided, that the Authority shall give the contractor a preliminary notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Authority to an extension.

4. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond the fiscal year which ends June 30, 2015. The Authority's obligation for performance of this contract beyond that date is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing, by the Contracting Officer. Any option exercised by the Authority which will be performed in whole or in part in a subsequent fiscal year is subject to availability of funds in the subsequent fiscal year is subject to availability of funds in the subsequent fiscal year and will be governed by the terms of this Article.

5. PRICING

Prices on the Price Schedule Sheets submitted must include all associated costs, including but not limited to, travel, markups, overhead, and profit.

6. PAYMENT TERMS

- a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror.
- b. Partial payments are authorized upon receipt of supplies or services, acceptance by the COTR, and a properly executed invoice.

7. BILLING AND PAYMENT

Billing and Payment shall be based upon the completion and acceptance of the deliverables for each designated task.

WMATA will accept the submittal of invoices in one of the following methods:

Email: Invoices may be submitted through email at: apinvoice@wmata.com. Please submit one invoice and supporting documentation per PDF attachment. You may submit more than one PDF attachment per email.

Fax: Invoices may be submitted via the following number: 1-866-534-9063. Please submit one invoice and all supporting documentation for this invoice per fax.

Regular Mail: Invoices may be submitted via U.S. Postal Service to the following address:

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

This address is only for vendor invoices. Correspondence should not be sent to this address.

Invoice Requirements:

Invoices shall contain the vendor name, a unique invoice number for each shipment or service, invoice date, payment terms, total invoice amount, remit to address, Purchase Order Number, freight terms, description of each item being invoiced, quantity, unit item cost, extended cost by item, total freight/handling costs, and contact name and email address. Final invoices must clearly be marked "FINAL" and cite the amount of the contract, amount previously paid, and the balance due.

8. POINT OF CONTACT

All inquiries are to be directed to:
Washington Metropolitan Area Transit Authority
Attn: Charmyne Reid
600 Fifth Street, NW
Washington, DC 20001
Phone: 202-962-1476
E-Mail: creid@wmata.com

9. F.O.B. DESTINATION

- a. The term "f.o.b. destination," as used in this clause, means:
1. Free of expense to WMATA on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 2. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. WMATA shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination,

unless such charges are caused by an act or order of WMATA acting in its contractual capacity. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee.

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

10. CONTRACTOR PERSONNEL

- a. The Contractor shall replace employees who the Authority judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the program. The reason for replacement will be discussed between the Contractor and the Authority before a replacement request is issued. Upon receipt of a written request from the Authority, the Contractor shall proceed with the replacement unless the Contractor is able to demonstrate that the Authority's request is unreasonable. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall effect the replacement in a manner that does not impact quality, cost or schedule.
- b. Contractor personnel required to work on WMATA property must obtain a WMATA vendors badge and successfully complete the mandatory safety training which must be renewed yearly. To obtain a vendors badge a signed waiver to perform a background check will be required.

11. MOST FAVORED CUSTOMER

The Contractor shall voluntarily provide the Authority with the benefits of any more favorable terms it has, or negotiates, with any organization or facility whose circumstances and operations are substantially the same as those of the Authority.

12. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and extent of the work, and the general and local conditions which can

affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing work without additional expense to the Authority. The Authority assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Contract.

13. WARRANTY

N/A

14. INDEMNITY

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

15. GENERAL INSURANCE REQUIREMENTS

Article 1. General Insurance Requirements

Contractor shall procure, at its sole cost and expense the insurance outlined in this Section as follows:

- 1) Contractor is required to maintain the insurance coverage(s) outlined in this Section for a period of time commencing the sooner of the execution of this contract, or the start of Work, without interruption. The coverages shall be maintained in force and effect for 3 years after final completion and acceptance of the Work, with the exception of Professional Liability. Professional Liability insurance requirements are outlined in Article 6.
- 2) The insurance coverage and limits of insurance outlined in this Section are minimum coverage 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 and all policy(s), including all endorsement(s), within 5 business days of such request.
- 4) Insurance Policies must be written on admitted paper, (unless otherwise indicated herein) with an insurance company acceptable to WMATA.
- 5) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 6) Any insurance policy utilizing a Self-Insured Retention (SIR) requires approval from WMATA.
- 7) Contractor is required to incorporate these minimum Insurance Requirements into contract requirements of all Sub-Contractors of every tier.

Article 2. Workers' Compensation and Employer's Liability

Required Minimum Limits of Coverage:

Workers' Compensation	Statutory	
Employers' Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Required Minimum Coverage(s):

- 1) Workers' Compensation Statutory Coverage must be provided on an "All States" basis.
- 2) Contractor and Sub-Contractors of any tier performing work within 500 feet of navigable water must have their Workers' Compensation Policy endorsed to provide coverage for both Jones Act Liability and Longshore and Harbor Workers' Compensation Act Liability.

Article 3. Commercial General Liability

Required Minimum Limits of Coverage:

\$2,000,000	Each Occurrence Limit
-------------	-----------------------

\$2,000,000	General Aggregate Limit
\$2,000,000	Products and Completed Operations Limit

Required Minimum Coverage(s):

- 1) Commercial General Liability (CGL) coverage form shall be 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 umbrella excess liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide 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" Article 9 of this Section. Commercial General Liability and Umbrella Excess Liability forms must provide defense coverage for additional insureds.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" Article 10 of this Section.
- 5) The definition of "Insured Contract" shall be modified to provide coverage for contractual liability for contracts for construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements.
- 6) Defense Costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all primary and Umbrella Excess Policies.
- 7) Policy shall be endorsed with ISO endorsement CG 25 03 03 97; "Designated Construction Project(s) General Aggregate Limit", and designate "Any and all construction projects" as the designated Construction project.
- 8) Policy shall be endorsed with ISO endorsement CG 25 04 03 97; "Designated Location General Aggregate Limit", and designate "Any and all locations" as the designated location.
- 9) The Additional Insured Endorsement shall include Products and Completed Operations Coverage with no limitation on when claims can be made. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 20 10 11 85 or CG 20 26 11 85 as determined by WMATA.

Article 4. Railroad Protective Liability Insurance (RRP)

Not required.

Article 5. Business Auto Liability

Not required

Article 6. Professional Liability Insurance

Not required.

Article 7. Pollution Liability Insurance

Not required.

Article 8. Builders' Risk

Not required.

Article 9. Additional Insured(s)

Contractor and Sub-Contractors of every tier are required to add WMATA, its independent contractors, and the WMATA Board of Directors as additional insured(s) on all insurance policies purchased by Contractor and Sub-Contractors of every tier, with the exceptions of Workers' Compensation and Professional Liability.

- 1) Coverage provided to any Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured.
- 2) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 3) 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 where the contract scope of work takes place. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 20 10 11 85 or CG 20 26 11 85 as determined by WMATA.
- 4) Coverage available to the additional insureds is not limited to the minimum limits of coverage outlined in this document.

Article 10. Waiver of Subrogation

Contractor and Sub-Contractors of every tier are required to have all insurance policies purchased by Contractor and Sub-Contractors of every tier, endorsed to waive the insurance company's rights of recovery against WMATA, its independent contractors and the WMATA Board of Directors.

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

Article 11. Certificate of Insurance (COI)

Contractor shall provide WMATA an ACORD Certificate of Insurance (COI) as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be emailed to COI@WMATA.COM.

The cert holder box should read:

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

Additionally;

- 1) Satisfactory COI delineating all required insurance coverage requirements under this Section shall be delivered before the execution of this Contract by WMATA.
- 2) COI shall state the RFP# and the name of your WMATA Procurement contact.
- 3) Failure to provide satisfactory evidence of all required insurance may result in Contractor and/or subcontractors of every tier being denied access to work locations, including, but not limited to WMATA properties.
- 4) COI reflect total limits of insurance purchased by Contractor for the types of insurance required under this Contract.
- 5) Proposed material modifications to insurance required under this Section must be received by WMATA at least 30 days prior to the effective date of the proposed modifications to such insurance.
- 6) 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 so comply, and to continuously comply with these insurance requirements shall constitute a material breach of this Contract.
- 7) The ACORD COI shall specifically delineate the following:
 - a. Who is an Additional Insured under the policies delineated in this Section.
 - b. That each additional insured(s) as required under this Section is an additional insured on a primary and non-contributory basis.
 - c. That each additional insured(s) is an additional insured for ongoing operations of the Contractor in addition to the products and completed operations coverage.
 - d. That coverage providing a waiver of subrogation to each Additional Insured is compliant with the Waiver of Subrogation article of this Section.
 - e. That the issuing insurance company will mail written notice of cancellation of any of the required insurance policies to WMATA within 30 days of Cancellation. Use of "will endeavor to" as respects this requirement is not acceptable and must be deleted. Such notice shall be sent to:

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

16. BOND REQUIREMENTS

N/A

17. PROPOSAL SECURITY

N/A

18. LAWS AND REGULATIONS

Each Offeror shall be responsible to fully inform themselves of the requirements for and to comply with any applicable State of Maryland, Commonwealth of Virginia, District of Columbia, Federal and jurisdictional laws and regulations governing the service to be provided under the contract. Further, each contractor shall be responsible to obtain, at its own cost and expense, any and all licenses/permits required to transact business in any political jurisdictions to be serviced.

19. FEDERAL/LOCAL/STATE SALES TAX

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

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

- b. It has been the practice of the District of Columbia to apply the Authority's tax exempt status to certain purchases of materials required under Authority construction contracts and acquired by Contractor for physical incorporation into the project work. This has not been the practice in either Maryland or Virginia. The Authority does not represent or warrant that the District of Columbia practice applies to this project or, if it does, that it will continue in effect during the term of this project. It is the responsibility of the Contractor to determine its liability for any and all taxes applicable to this project. Assessment or payment of taxes by the Contractor, including taxes resulting from changes in existing laws or the application thereof or of new or additional taxes, shall not constitute the basis for an increase in the Contract price, except as otherwise allowed under Section 00779, FEDERAL, STATE AND LOCAL TAX.
- c. By submission of its proposal, the proposer certifies that none of the taxes as to which the Authority is exempt are included in its proposal price(s) or the final Contract Price. In the event that the Authority learns that any taxes to which the Authority is exempt are included in the final Contract Price, the Authority shall be entitled to a reduction in the Contract Price reflecting such amount and a refund of monies paid related to such taxes, plus applicable interest.

20. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- a. The work will be conducted under the general direction of the Contracting Officer. Authority will be delegated to the Contracting Officer's Technical Representative (COTR) to take the following actions;
- (1) Act as the principal point of contact with the contractor. Submit a copy of each item of incoming correspondence and a copy of any enclosures shall also be submitted to the Contract Administrator;
 - (2) Approve in writing the contractor's progress schedule and submittals when required;
 - (3) Inspect the work for compliance with the contract;
 - (4) Review and approve invoices and payment estimates. Forward invoices and receipts to accounting. Bring to the attention of the Contracting Officer any significant discrepancies in, or disputes concerning, contractor invoices of payments. In those cases requiring release of final retained percentages of payment, the COTR will make his recommendations in writing to the Contracting Officer;
 - (5) Coordinate correspondence with the Contract Administrator if its importance significantly impacts the contractual terms and obligations;
 - (6) Evaluate the contractor's technical letters and proposals for the Contracting Officer;
 - (7) Advise the Contracting Officer of potential problems that may affect contract performance;
 - (8) Advise the Contracting Officer whenever the COTR has reason to believe that the contractual not-to-exceed amount will be exceeded;
 - (9) Prepare the Authority estimate for Proposed Contract Modifications. Participate in negotiations of modifications;
 - (10) Approve, in writing, the contractor's progress schedule when required.
 - (11) Receive from the contractor, monthly, if applicable, DBE status reports and forward them to the Office of Procurement and Materials, DBE Branch;
 - (12) Receive from the contractor the Certified Payroll Reports and prepare a log sheet indicating the following: (1) name of the contractor and subcontractor; (2) the contract number; (3) the certified payroll number (number for the payroll for the project starting with the number 1); (4) the time frame of the payroll period (i.e. 1/21/11-2/3/11); (5) the Statement of Compliance date (first page of the report); and (6) the date the report was received by WMATA;
 - (13) Maintain a comprehensive file record of documents and correspondence concerning contract activities and actions;
 - (14) Provide the Contract Administrator with a written notification after all supplies/services have been received with a statement that the COTR is not

aware of any open issues that would preclude closeout of the contract and that the contract is ready for closeout. Return the file, containing all records, correspondence, etc., to the Contract Administrator;

- (15) Execute Standard Form 1420, which contains a detailed performance evaluation of the contractor. Note that if, there is one or more categories in which the contractor is deemed unsatisfactory, these evaluations must be provided to the contractor for comment; and
 - (16) Provide the Contract Administrator with a written request (and requisition) to exercise option(s) (if any) a minimum of 90 days prior to the time established in the contract for exercise of the option.
- b. There are certain actions which are reserved for only the Contracting Officer. They are:
- (1) Approval of contract modification proposals and/or other unilateral actions.
 - (2) Issuance of written orders to stop and/or resume work under Article 10, "Stop Work Orders", of the General Provisions.
 - (3) Negotiation with the Contractor for adjustment of contract price and/or time.
 - (4) The COTR is not authorized to render final decision under the DISPUTES article of the General Provisions.
 - (5) The COTR is not authorized to issue Termination Notices pursuant to the terms of this contract.
- c. The presence or absence of the COTR or his inspectors shall not relieve the Contractor from any requirements of the contract.

21. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

N/A

22. SPECIAL DELIVERY INSTRUCTIONS

Please reference Part III- Technical Specifications.

23. INSPECTION, TESTING AND ACCEPTANCE

Please reference Part III- Technical Specifications.

24. FIRST ARTICLE

N/A

25. ORGANIZATIONAL CONFLICT OF INTEREST

Unless specifically exempted from the conditions of this provision by the Contracting Officer, any Authority contractor, subcontractor, subsidiary, or other entity which is legally related and

which develops or drafts specifications, requirements, statements of work, request for proposals, will be excluded from competing for the directly ensuing procurement.

26. RIGHTS IN TECHNICAL DATA - UNLIMITED

N/A

27. LIQUIDATED DAMAGES

N/A

28. FORCE MAJEURE CLAUSE

N/A

29. SITE VISIT/INSPECTION

Offeror must provide and maintain sufficient facilities that will allow them to adequately perform contract functions as specified herewith. WMATA may make site visits prior to contract award to examine the contractor's facilities. This will include but not limited to verifying that proper equipment, supplies, etc. are readily available. Facilities(s) must demonstrate that Offeror has the capability to perform the work described in the Scope of Services.

30. GARNISHMENT OF PAYMENTS

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

31. GOVERNING LAW

This contract shall be deemed to be an agreement under and shall be governed by the law of the District of Columbia, exclusive of its conflict of law principles, and the common law of the U.S. Federal contracts including precedents of the Federal Boards of Contract Appeals.

32. SAFETY REQUIREMENTS

- a. The contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the District of Columbia, State of Maryland, Commonwealth of Virginia or political subdivision in which the work is being performed, as well as the METRO Construction Safety Methods Manual (1984 et. seq.) issued by the Authority, and the Department of Labor OSHA standards pertaining to the safe performance of the work. In the absence of a specific Construction Industry Standard, the Contractor would be required to comply with either an established OSHA General Industry Standard, National Institute for Occupational Safety and Health (NIOSH) guidelines, American Conference of Governmental Industrial Hygienists (ACGIH) guidelines, American National Standards Institute (ANSI) guidelines, the WMATA System Safety Program Plan, the WMATA Construction Safety Methods Manual, or the Metrorail Safety Rules and Procedures Handbook. For contracts in which work is performed on, or interfaces with the Metrorail System, the Contractor shall also comply with the publication titled

Metrorail Safety Rules and Procedures Handbook. Further, the Contractor shall ensure that all methods of performing the work do not involve danger to the personnel employed thereon, the public and private property, whether or not these methods are cited or indicated in the Contract documents. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the Authority Representative.

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

33. LIVING WAGE

This contract is subject to the Authority's Living Wage Policy and implementing regulations. The Living Wage provision is required in all contracts for services (including construction) awarded in an amount that exceeds \$100,000 in a 12-month period.

- a. The Authority Living Wage Rate is \$13.48 per hour, and may be reduced by the contractor's per-employee cost for health insurance.
- b. The Contractor shall:
 - (1) Pay, at a minimum, the Authority Living Wage Rate, effective during the time the work is performed, to all employees who perform work under this contract, except as otherwise provided in paragraph (d) below;
 - (2) Include the Living Wage clause in all subcontractors that exceed \$15,000 in a 12-month period awarded under this contract;
 - (3) Maintain payroll records, in accordance with the retention and examination of records requirements in the General Provisions, and shall include a similar provision in affected subcontracts that requires the subcontractor to maintain its payroll records for the same length of time; and
 - (4) Submit records with each monthly invoice supporting payment of the Living Wage Rate.
- c. The Contractor shall not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor to avoid compliance with the Living Wage provisions.
- d. Exemptions to the Living Wage provisions include:
 - (1) Contracts and agreements with higher negotiated wage rates,
 - (2) Contracts that are subject to higher wage rates required by federal law or collective bargaining agreements (e.g., Davis Bacon);
 - (3) Contracts or agreements for regulated utilities;

- (4) Emergency services to prevent or respond to a disaster or imminent threat to public health and safety; and
 - (5) Contractors who employ fewer than ten (10) employees.
- e. The Authority may adjust the Living Wage rate effective in January of each year. The adjustment will reflect the average Living Wage Rate among Metro's Compact Jurisdictions with Living Wage provisions. If after contract award the Living Wage Rate increases, the Contractor is entitled to an equitable adjustment to the rate in the amount of the increase for employees who are affected by the escalated wage.
- f. Failure to comply with the Authority's Living Wage provisions shall result in the Authority's right to exercise available contract remedies, including contract termination or debarment from future contracts.

34. METRIC SYSTEM

N/A

35. WHISTLEBLOWER PROTECTION

- 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 Metro operations or contracts; or a substantial and specific danger to health, security or safety. The Contractor and its subcontractors shall notify their employees that they may make reports under this paragraph to:
- (1) WMATA's Office of Inspector General (OIG), in person, in writing, through the OIG Hotline (888-234-2374) or email wmata-oig-hotline@verizon.net or by any other reasonable means;
 - (2) WMATA's Metro Transit Policy Department (MTPD), in person, by telephone (202-962-2121) or by any other reasonable means, or to the OIG, if the information constitutes a potential violation of criminal law;
 - (3) WMATA's Chief Safety Officer, in person, in writing, through the SAFE Hotline (202-249-7233) or email safety@wmata.com, or by any other reasonable means; or
 - (4) Any other official, office or agency within WMATA or outside WMATA that the employee or independent contractor reasonably believes has the authority to act on the matter.
- b. The Contractor, its employees, independent contractors and subcontractors shall cooperate with any inquiry or review by an authorized official of WMATA, or by the federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, and with any enforcement or judicial proceeding arising from such inquiry or review.

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

36. PUBLIC COMMUNICATION

Contractor shall not issue communications to the media, place advertisements, nor publicize through any means the services or goods they are providing WMATA under this agreement without prior consent from the project manager following consultation with the Assistant General Manager, Customer Service, Communications & Marketing (AGM, CSCM) or her designee. Contractor shall not publish, in print or online, any communications products such as newsletters, press releases, blogs or other communications to WMATA employees without prior consent from the project manager, subsequent to approval by the AGM, CSCM. Approval of any such requests shall be at the sole discretion of WMATA and coordinated by the project manager, who will confer with CSCM and other WMATA departments as appropriate to facilitate reviews. This provision is not intended to curtail routine communications exercised in the course of business with project staff which may be required to execute deliverables under this agreement. This provision is also not intended to prohibit the contractor from making reference to prior awards in its subsequent offers.



MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Mid-Atlantic Purchasing Team:

- List of participating jurisdictions including Alexandria Public Schools, Frederick, Maryland, Northern Virginia Community College, etc.

PART III - TECHNICAL SPECIFICATIONS

2015 Metrorail Passenger Survey Statement of Work

1. Introduction

The Washington Metropolitan Area Transit Authority (WMATA or Authority) receives an annual Metrorail operating subsidy payment from each of the eight political jurisdictions comprising the WMATA Compact area. The subsidy amount that each jurisdiction is required to contribute in support of Metrorail operations is calculated by a formula, one element of which is the proportion of the total ridership residing in each jurisdiction. In order to determine these proportions, WMATA conducts periodic surveys of Metrorail passengers. The last survey was conducted in 2012.

The primary purpose of the 2015 Metrorail Passenger Survey is to provide updated ridership and operating subsidy allocation for WMATA and its compact jurisdictions, which will be incorporated into the Authority's budget development. In addition to ridership by jurisdiction of residence, the 2015 Metrorail Passenger Survey shall collect data related to Metrorail ridership and travel patterns, as detailed in this scope of work, which will serve as input to the Authority's planning, operations, and Title VI analyses.

The Authority wishes to retain the services of a contractor to perform the 2015 Metrorail Passenger Survey. The purpose of this Scope of Work statement, therefore, is to detail for prospective contractors the data items the Authority wishes to have collected, and the specific tasks the contractor will be required to perform.

2. Background

WMATA was created in 1967 by an interstate compact creating a tri-jurisdiction transit operations comprised of Metrorail, Metrobus and Metro Access. The Authority's transit zone consists of the District of Columbia, the suburban Maryland counties of Montgomery and Prince George's and the Northern Virginia counties of Arlington, Fairfax and the cities of Alexandria, Fairfax and Falls Church

WMATA serves an area size of 1,500 square miles with a population of about 3.9 million people and is the second largest rail system, the sixth largest bus system and the fifth largest paratransit service in the nation. Average weekday passenger trips on Metrorail, Metrobus, and Metro Access total nearly 1.2 million. The Authority's customers include more than a third of federal government workforce and millions of tourists who visit the Nation's Capital every year.

Metrorail service is operated over six lines: Blue, Green, Orange, Red, Silver and Yellow. Construction of the Metrorail system began in 1969 and the first phase of Metrorail operation began in 1976. Currently, the Silver Line extension to Dulles International Airport is being constructed in two phases. Phase One opened on July 26, 2014 and added five stations to the Authority's rail operations. For Phase Two, an additional six stations are expected to open in FY2018. The Silver Line is the largest rail expansion

project by route mileage since the inception of the Metrorail system in 1976. Appendix A presents the current Metrorail system map reflecting five full lines and Phase One Silver Line stations.

The Metrorail system is a rapid transit system that consists of 118 track miles, 118 mezzanines at 91 stations, and a fleet of over 1,100 rail cars. Service is operated from 5:00 AM to midnight Monday through Thursday, from 5:00 AM to 3:00 AM on Friday, from 7:00 AM to 3:00 AM on Saturday, and from 7:00 AM to midnight on Sunday. In May 2014, Metrorail carried an average weekday ridership of 721,000; Saturday daily ridership of 335,000; and Sunday daily ridership of 246,000. Appendix B presents the 2012 survey's weekday ridership distribution by jurisdiction of residence.

3. Current Scope of Work

This scope of work is to retain the services of a contractor to conduct the 2015 Metrorail Passenger Survey. The primary purpose of the Metrorail survey is to determine weekday ridership by jurisdiction of residence and the secondary purpose is to collect data relating to ridership and travel patterns. The survey provides demographic data on passenger trips for use in service and fare equity analyses required to comply with Title VI of the federal Civil Rights Act. This Metrorail survey will also be used as the After Study required by FTA for the Dulles Corridor Metrorail Project (or Silver Line). The contractor will conduct the survey on both weekdays and weekends. The weekday surveys shall be conducted during weekdays, from the system opening on Monday to system closing at 3:00 AM on Saturday. The weekend survey shall be conducted at selected mezzanines and stations on Saturdays during the weekday passenger survey period, from system opening at 7:00 AM on Saturday, to system closing at 3:00 AM Sunday.

The Metrorail Passenger Survey is typically distributed on site at mezzanines throughout the Metrorail system. Typically each questionnaire includes a postage-paid, mail back feature and a printed serial number used to track completion and as a unique password to access the survey online. Passengers can then mail back the questionnaire via standard mail or provide their responses online through a web-based survey. Other methods that would improve response rates, especially on late night and weekends, can and should be proposed.

The 2015 Metrorail Passenger Survey is of high priority to the Authority and the contractor shall perform and complete all tasks according to schedule. The contractor shall be responsible for the development and management of the 2015 Metrorail Passenger Survey, including, but not limited to, survey design, methodology, preparation and production, conducting the survey, data cleaning, weighting and tabulation, and report writing. The contractor shall be responsible for all costs incurred in relation to the conduct of the survey, including, but not limited to, design, printing, collection, mail-back, interviewer travel, and other supplies.

Detailed objectives of the 2015 Metrorail Passenger Survey are outlined below.

- 3.1.** Determine jurisdiction of residence of weekday Metrorail riders and subsequently determine the proportion of total ridership residing in each of the eight jurisdictions in the WMATA Compact area. Some special detail will be needed in Virginia where the new Silver Line was

implemented in July 2014 and street addresses must be reviewed to ensure the proper jurisdiction of residence. In Virginia, zip codes often cross jurisdictional boundaries.

- 3.2.** Determine trip-related data for Metrorail ridership and demographic data collection, including race/ethnicity, income, vehicle ownership, fare payment, gender and age. Among the demographic data, ethnicity and income are of higher priority in determining WMATA's compliance with Federal Transit Administration regulations implementing Title VI of the Civil Rights Act.

Appendix C illustrates the 2012 Metrorail Passenger Survey questionnaire. The following list is WMATA's minimum requirement of data to be collected. However, WMATA understands there are space constraints and will work with the contractor to finalize and organize the questions on the questionnaire.

- a) Jurisdiction of residence
- b) Time of boarding
- c) Station of origin
- d) Station of destination
- e) Trip purpose
- f) Mode of access to the Metrorail system, including new mode options since 2012
- g) Mode of egress from the Metrorail system, including new mode options since 2012
- h) Home address and zip code
- i) Type of fare paid
- j) Federal employee status
- k) Monthly transit benefit, reflecting changes to the program since 2012
- l) Demographic data
- m) Line color

4. Deliverables

The contractor shall perform and carry out in a satisfactory and proper manner the following tasks:

Task 4.0: Proposed Enhancements to Survey Methodology and Implementation

The tasks below reflect the sampling and methodology that has been used in past Metrorail Passenger Surveys. The Authority is open to alternative sampling plans and utilization of advanced technologies in implementing the 2015 Metrorail Passenger Survey, especially those that take into consideration the participation of Limited English Proficient (LEP) and Title VI protected populations. If upon review no alternative methods and sampling will be proposed, it must be stated as such in Task 4.0 of the proposer's response. If alternative sampling and methods is proposed, this task must detail why you are suggesting alternatives, how they could increase the response rate and other benefits to the Authority in using the alternative approach. The proposer shall also address how the Authority can still analyze data year over

year if they choose to use the alternative approach. Subsequent tasks in the response should then explain in detail the proposed alternative in accordance with the task descriptions below.

Task 4.1: Work Plan and Schedule

The contractor shall develop a detailed work plan and project schedule for implementing the survey. The work plan will identify specific products, schedules, staffing, and quality control measures. The work plan will include information on how survey personnel are to be recruited, trained, and supervised, as well as incentives to encourage passengers to complete the surveys. It will also include coordination of survey materials and dissemination with the deployment of the online version and quality control measures. Specifically, components include:

- a) A complete survey schedule showing the date when each station will be surveyed;
- b) A description of staffing needs/assignments anticipated at each station and mezzanine;
- c) Procedures for controlling the distribution of survey cards to incoming passengers, and for the subsequent collection of completed forms both in person and online;
- d) A final mock-up of the form to be used for recording questionnaire serial number readings by time period, as well as any other forms deemed necessary for administration of the survey;
- e) Procedures for encoding raw survey data in preparation for data entry including a spreadsheet summarizing serial numbers by mezzanine and station;
- f) Data validation techniques which will be used to detect and correct errors in encoding, data entry and tabulation. WMATA will conduct parallel validation in comparison with contractor's validation;
- g) Programs and procedures to be used in producing the desired cross tabulations from factored data;
- h) Quality control plan on data processing and geocoding of address information, as well as, validation of the survey data collection and tabulations, including a plan to resurvey stations where return rates are below the threshold acceptable to WMATA;
- i) Procedures for identifying, training, supervising and managing the survey personnel; and
- j) Communication plans with WMATA, including monthly progress reports throughout the contracting period and daily and weekly reports during the survey period.

The contractor shall submit the Work Plan and Schedule to WMATA for review and approval.

Task 4.1 Deliverables:

- Work Plan and Schedule
- Weekly Status Meetings immediately before, during, and after survey period.
- Monthly Progress Reports detailing the work accomplished during the preceding month, any difficulties encountered, actual or anticipated solution, and work currently underway. These reports shall also indicate percent of the project completed in comparison with the originally anticipated project schedule, and shall contain any revisions to the expected

project completion date. This report shall be submitted to WMATA by the fifth day of the month immediately following the report period, and shall substantiate any billings.

Task 4.2: Survey Design and Sampling Plan

The 2015 Metrorail Passenger Survey will be conducted between September through October 2015. Appendix D contains the number of entries by time of day by mezzanine for the average weekday and Saturday in October 2014. The contractor will also receive this data for May 2015 to prepare the sampling plan. The number of survey questionnaires distributed at each station shall be determined by the number of entering passengers. For practical purposes, the sample shall approximate randomness and shall be controlled by the rate of distribution. Vendor must provide a distribution rate to achieve the planned degree of accuracy, as follows:

- a) 10% at the 95% confidence level at a mezzanine level for the jurisdiction of residence during any given time period; and
- b) 5% at the 95% confidence level system wide for the jurisdiction of residence during any given time period.

The sample size actually achieved shall depend upon the accuracy requirements and the response rate. WMATA targets 25% as the response rate of valid survey returns for the 2015 Metrorail Passenger Survey. The system response rate for weekday (AM Peak to Evening) was 23% in the 2012 survey and 25.4% in the 2007 survey. Response rates for late night and weekend service have posed challenges in the past. The contractor should propose alternate methods to overcome these low response rates. Table 1 below shows the boardings, distribution and response rates by time period.

Table 1: 2012 Metrorail Passenger Survey Distribution and Response Rates

	Weekday	Friday Late Night	Weekend
Ridership (Total Boardings)	739,327	14,312	139,238
Distribution Rate	39.6%	56.4%	36.4%
Response Rate	23.4%	9.2%	10.4%

Actual field work shall be conducted beginning no sooner than September 14, 2015 and completed no later than October 30, 2015. The period between November 2, 2015 and November 22, 2015 shall be reserved in order to perform any survey activities that could not be conducted or completed during the regularly scheduled time. The date that each station is surveyed shall be selected at random; however the contractor shall monitor special events or holidays and conduct surveys on a day that represents typical ridership at the select station. The contractor should provide a detailed survey schedule for review and approval by WMATA.

The contractor must meet the required degree of accuracy and response target or else re-survey the locations. The proposal shall indicate the total number of printed questionnaires required

and the number of questionnaires to be distributed at individual mezzanines and stations under this sampling plan for both weekdays and weekends, and the number of returns to be expected.

The past methodology used to obtain the required data included distribution of serially numbered, self-administering questionnaire survey cards to selected samples of passengers entering each Metrorail station. The printed serial number allows the participant to respond to the survey online, the contractor to record questionnaire distribution by time period and, and the ability to match the distribution station with the origin station on the returned survey.

The survey shall differentiate and log questionnaires distributed by time period and also differentiate questionnaires distributed during the peak period (5am-9:30am and 3pm-7pm) and late night (12am-3am). WMATA applies a 25% fare surcharge to passengers boarding stations during the weekday peak periods.

Time periods for the weekday passenger survey distribution are:

- AM Peak: 5AM - 9:30AM
- Midday: 9:30AM – 3:00PM
- PM Peak: 3:00PM – 7:00PM
- Evening: 7:00PM – 12:00AM
- Late Night (Friday only): 12:00AM – 3:00AM

The weekend survey shall differentiate the cards distributed by time period, from system opening at 7AM, Saturday, to system closing at 3AM, Sunday.

Time periods for the weekend passenger survey distribution are:

- AM Peak: 7AM - 9:30AM
- Midday: 9:30AM – 3:00PM
- PM Peak: 3:00PM – 7:00PM
- Evening: 7:00PM – 12:00AM
- Late Night: 12:00AM – 3:00AM, Sunday

Prospective contractors should base their estimates of cost and personnel requirements upon the level of effort required to achieve the above results.

Task 4.2 Deliverables: Documentation of the survey design and sampling plan, including a draft and final survey schedule for all time periods.

Task 4.3: Finalize Survey Questionnaire

As mentioned in the objective 3.2 above, Appendix C includes the 2012 Metrorail Passenger Survey questionnaire. The questionnaire should include, at a minimum, the items presented in objective 3.2 above. The contractor shall propose and/or evaluate potential improvements to

the questionnaire instrument or format, especially any that might enhance the participation of Title VI protected and limited English proficiency populations.

It is WMATA's preference to have an English and Spanish printed version available, as well as the ability for respondents who speak other languages to complete the survey online. After Spanish, the top languages in the WMATA service area spoken by limited English proficient (LEP) persons include Mandarin Chinese, Korean, Vietnamese, and African Languages/Amharic, and French.

The contractor will also be responsible for providing a response option for visually impaired passengers to respond to the survey questions. WMATA recommends hosting a call-in number (toll free, or local area code (202, 703, or 301)) for those who wish to do the survey over the phone. The survey questionnaire will have a very large font directing surveyed passengers with questions to call that number. Because surveyed passengers who are visually impaired may not be able to read the serial control number printed on the survey questionnaire they receive, the phone-based version of the questionnaire for these surveyed bus passengers should also ask for the date, time and place where the survey questionnaire was received. It will also be the contractor's responsibility to set-up, operate and manage the call in number for visually impaired survey respondents and for other surveyed bus passengers with questions on how to respond to the survey.

The printed format shall include a postage guaranteed return address. Both the card size and return address format must meet U. S. Mail requirements as set forth in the latest Publication PS Form 6805, Qualified Business Reply Mail (QBRM) Application and Approval (March 2014). The contractor is responsible for the camera ready copy of the questionnaire and the acquisition of the appropriate stock to print the required questionnaires. It is the contractor's responsibility to print the required number of questionnaires using the contractor's typeset original on card stock of color and weight acceptable to WMATA. The card stock color and printing should be easy on the eyes for encoding purposes and suitable for mailing back responses. The questionnaires must be serially numbered and shrink-wrapped, preferably in packages of 100.

The contractor is responsible for programming, setting up, and hosting a survey website that allows passengers to complete the survey online. The online survey should be made available in the seven (7) top languages spoken in the WMATA service area. Translations must be reviewed by the Authority's Office of Equal Employment Opportunity.

Task 4.3 Deliverables: Survey questionnaire in phone, print-ready, and online format.

Task 4.4: Training Survey Personnel

The contractor shall be responsible for hiring and training interviewers and supervisory personnel required to conduct the survey, including staff to code and edit survey forms and control data. The survey personnel working on the 2015 Metrorail Passenger Survey will interact with the public, and as such the contractor shall ensure a professional survey crew.

The contractor will develop training materials detailing the interviewers' role and responsibility, as well as administrative matters pertaining to the survey implementation. The comprehensive trainings shall include understanding of safety and security at Metrorail stations and appropriate interaction with the public on site. The training materials will be reviewed and approved by WMATA and WMATA staff will participate in training sessions. The contractor shall provide transportation arrangements to ensure no crew is late for the assigned survey shift, in particular for the start-up of morning shifts.

Task 4.4 Deliverables: Interviewer Training Manual, Training Schedule

Task 4.5: Conduct Survey

Task 4.5.1: Conduct and Evaluate Survey Pre-test

The contractor will conduct a pre-test in August 2015 to evaluate the survey methodology and questionnaire. This test will include all aspects of the survey process. The contractor will evaluate the results and make recommendations for revisions to the survey instrument, sampling plan, and/or data collection procedures where necessary.

Task 4.5.2: Implement and Conduct Survey

The contractor shall:

- a) Design and print survey-related materials such as ridership logs which are used to record the number of cards handed out, the different distribution rates, control data record forms, signs, etc. These materials are subsequently used by the contractor to factor the survey results;
- b) Procure materials and equipment required for the survey, including signage, collection boxes, employee badges, safety vests, etc. The quality and type of materials used must be approved by WMATA;
- c) Set up all equipment in the rail stations. Distribute and collect survey cards in a timely manner to insure the integrity of the data collection effort;
- d) Provide transportation for survey crew to and from the station in particular at system opening and closing, and ensure safety and security of survey personnel;
- e) Conduct the survey, including all monitoring and data collection, personnel work assignments and administration of payroll;
- f) Incur all costs in relation to the conduct of the survey, including, but not limited to, design, printing, collection, mail-back, Metrorail travel, supplies, transportation, etc. All postage shall be paid by the contractor as part of the cost of the survey. The contractor shall obtain first-class mail permit; and
- g) Provide any office space required by personnel employed for the survey.

WMATA will provide faregate data within three (3) business days of the survey at individual stations.

As stated earlier, actual field work shall be conducted beginning no sooner than September 14, 2015 and completed no later than October 30, 2015. The period between November 2, 2015 and November 22, 2015 shall be reserved in order to perform any survey activities that could not be conducted or completed during the regularly scheduled time. The date that each station is surveyed shall be selected at random; however the contractor shall monitor special events or holidays and conduct surveys on a day that represents typical ridership at the select station. The Authority will provide a list of planned maintenance shut-downs to help inform the survey schedule.

The contractor will report on progress on a weekly basis in terms of how many surveys have been returned at each station for each time period for all stations surveyed to date. This will allow both WMATA staff and the contractor to assess which stations may be seeing a low response rate and to schedule resurvey dates. The contractor must ensure these data are kept up-to-date to the greatest extent possible.

Task 4.5 Deliverables: Documentation of pre-test procedures, results, evaluation, and proposed changes to the survey questionnaire or methodology. Completed Metrorail passenger surveys. Weekly progress updates on survey returns by station and time period throughout the survey period.

Task 4.6: Data Entry and Encoding

The contractor shall be responsible for:

- a) Reviewing, organizing, and checking the returned survey questionnaires as soon as possible. After the returned questionnaires have been reviewed for usability, the contractor will enter the data into a Microsoft Excel/Microsoft Access compatible database. Useable survey responses received via the online or phone versions of the questionnaire will also be entered into this database;
- b) Performing basic logic and consistency edit checks to detect any data entry or survey coding errors and to identify illogical survey responses. The contractor will correct data errors and illogical responses where correct responses can be determined;
- c) Entering all data, including geocoded home addresses origin and destination locations, into electronic database format; providing WMATA with a listing of passenger records that include Alexandria, Falls Church, or Fairfax City as jurisdiction of residence. Any updates, corrections or adjustments made by WMATA must be incorporated into the primary data file; and

WMATA will provide information on the field names used in the 2012 survey and will require that the same field names be used for data items collected in 2015 wherever possible. This will aid staff in running comparisons between the 2012 and 2015 surveys.

The data files shall be transmitted to the Authority with sufficient documentation to permit its use by WMATA (or third party) independently of the contractor. A description of this file shall

be detailed in the project's Final Report. All data, queries, and summaries generated by this project become the property of WMATA, and cannot be used for any other purpose.

Task 4.6 Deliverables:

- At least five (5) CDs or DVDs, each containing the complete database including original valid and invalid survey data in Microsoft Access and Microsoft Excel.
- At least five (5) hard copies of all database documentation including final report on survey method, implementation, results, and any queries or data summary routines in Microsoft Access.

Task 4.7: Survey Expansion and Analysis

The contractor shall be responsible for:

- a) Creating projection weights to expand the basic survey data to represent total boardings by station, by time period;
- b) Creating projection weights for estimating demographic data and station-to-station origin and destination pairs;
- c) Providing a calculated average fare for each mezzanine and station in the Metrorail system;
- d) Utilizing Microsoft Excel, Access, or a statistical program (ex. SPSS) to generate cross tabulations of factored data. WMATA will specify the required crosstabs. Three test sample crosstabs of projected data shall be submitted for review by WMATA staff prior to execution of the complete crosstab run. They are (a) JURISDICTION OF RESIDENCE by TIME PERIOD, (b) JURISDICTION OF RESIDENCE by STATION OF ORIGIN, and (c). MODE OF ACCESS by STATION OF ORIGIN;
- e) In addition to the standard cross tabulations, some special tabs shall be required. These are:
 - AVERAGE TRIP LENGTH (rail track and composite distance) BY TIME PERIOD AND JURISDICTION OF RESIDENCE;
 - AVERAGE FARE PAID BY TIME PERIOD AND JURISDICTION OF RESIDENCE;
 - NUMBER OF TRIPS BY COMPOSITE MILEAGE INCREMENT AND TIME OF DAY;
 - CALCULATED AVERAGE FULL FARE BY TIME PERIOD which would have been paid by District of Columbia school students boarding or alighting only at District of Columbia stations, plus Silver Spring, Southern Avenue, and Naylor Road. Also, for each jurisdiction a station-to-station trip table shall be created for the merged peak periods. These tables shall then be separately multiplied by two specified fare matrices (furnished by WMATA) and the resultant revenue for each of the fare matrices shall be summed by jurisdiction.

In order to accomplish these special tabs, the contractor shall code and utilize a rail distance matrix, a rail time matrix, a composite mile matrix, and a current fare matrix for peak period and off-peak, SmarTrip vs. paper card, DC students and elderly/disabled patrons for all station pairs in the 112 mile system. These matrices shall be supplied to the contractor by WMATA prior to that step in the processing along with a set of

coding, data entry, and processing instructions, including the edit checks, response codes, variable names, and value labels to be used.

Task 4.7 Deliverables:

- At least five (5) CDs or DVDs, each containing the final database with qualified survey data in MS Access composed of all merged survey records, including the expansion factor, track miles and composite miles assigned to each.
- One set of notebook binders containing hard copy printouts of the factored survey data, cross tabulated as specified by the Authority. Each printed cross tabulation shall be separated by color coded section dividers, along with a table of contents for each volume of printed data delivered to the Authority; and
- Twenty-five (25) CDs or DVDs containing the cross-tabulations in Microsoft Excel format and table of contents in Microsoft Word. A PDF file of the Final Report (see below) should also be included on the CDs with the cross-tabulations.

Task 4.8: Final Report

The contractor shall develop an outline for final report for WMATA’s review and approval. Five (5) copies of this report shall be prepared in draft form and delivered to the Contracting Officer's Technical Representative for review and approval. The design of the cover, paper and typeface shall be specified in advance of final report preparation.

The final report must contain presentations of all aspects of the study, and shall contain, as a minimum, a detailed description and explanation of:

- a) Summary of survey data, including ridership by jurisdiction of residence for 2015, and others to be determined by WMATA
- b) Data collection procedures employed;
- c) Projection weights, processes and procedures used;
- d) Coding and editing procedures, including manual edits made during the coding process, and machine run edit programs;
- e) The total number of survey responses and corresponding margin of error for each time period, tabulated by jurisdiction of residence with a confidence interval of 95%.
- f) The data file, including a record format.

The final report shall also contain:

- a) A tabular list of the factored responses to each survey question on a system wide basis;
- b) A tabular list of passenger boardings by time period, by mezzanine, and by station;

- c) A tabulation of jurisdiction of residence in a format specified by WMATA;
- d) A table showing, by station/time period, the number of questionnaires distributed and the number returned, the manually obtained passenger count, and the calculated expansion factor;
- e) A list of cross tables generated;
- f) A copy of the questionnaire; and
- g) Any other materials specified by WMATA

Task 4.8 Deliverables: Five (5) copies of the final report shall be printed following WMATA’s acceptance of the reproducible copy, along with electronic copies in Microsoft Word and PDF format.

5. Performance and Acceptance Criteria

5.1.: Degree of Accuracy

The survey results shall meet a planned degree of accuracy, as follows:

- 10% at the 95% confidence level at a mezzanine level for the jurisdiction of residence during any given time period; and
- 5% at the 95% confidence level system wide for the jurisdiction of residence during any given time period.

5.2.: Response Rate

WMATA targets 25% as the valid response rate for the 2015 Metrorail Passenger Survey.

5.3: Final Report and Data

All reports include a final report and tabulation reports, and data must comply with WMATA’s specifications outlined under the Deliverables section.

6. Performance Schedules

Five milestone dates must be met by the contractor:

August 10, 2015	Approve final survey implementation plan
August 21, 2015	Complete pre-test
September 11, 2015	Complete personnel trainings
September 14-October 30, 2015	Conduct surveys
November 2-20, 2015	Complete follow-up surveys
January 22, 2016	All final deliverables

7. Location of work and any constraints

The contractor shall prepare identification badges and letters for WMATA's approval. All survey crew must display the badge and carry the letter when on survey duty. In addition, it is likely that survey staff will be required to wear a safety vest when on duty. The contractor shall be responsible for providing safety vests. The badge and letter serve to identify the personnel for the purpose of survey, safety and security at Metrorail stations.

The contractor's survey crew shall be stationed at the Metrorail stations, inside the faregates, to intercept passengers. They shall arrive 15 minutes ahead of the scheduled shift and leave after the end of the shift. They will be allowed to access to the mezzanine where they are stationed as well as restroom facilities at the stations, but will not be granted free rides or free parking on the Metrorail system. The contractor shall assign daily supervising managers to monitor the performance of the survey crew on duty.

The contractor shall be responsible for the postage of returned surveys and the production of survey materials including training manuals, reports and data.

8. Appendices

Appendix A: Current Metrorail System Map



Appendix B: 2012 Metrorail Passenger Survey-Average Weekday Patrons by Jurisdiction

Weekday Patrons by Jurisdiction (AM Peak-Evening)

	Passenger Trips	Percent of Riders
District of Columbia	211,822	28.65%
Montgomery County	134,951	18.25%
Prince George's County	110,340	14.92%
Fairfax County	90,784	12.28%
Arlington County	73,855	9.99%
City of Alexandria	33,480	4.53%
City of Falls Church	3,625	0.49%
Fairfax City	3,090	0.42%
<i>Total WMATA Compact Area</i>	<i>661,945</i>	<i>89.53%</i>
Prince William County	10,577	1.43%
Ann Arundel County	10,398	1.41%
Baltimore City/County	7,229	0.98%
Charles County	5,315	0.72%
Loudoun County	4,995	0.68%
Frederick County	3,881	0.52%
Stafford County	1,831	0.25%
Other Maryland	10,232	1.38%
Other Virginia	3,948	0.53%
<i>Total Other Regional Area</i>	<i>58,406</i>	<i>7.9%</i>
<i>Elsewhere</i>	<i>18,972</i>	<i>2.57%</i>
TOTAL SYSTEM RIDERSHIP	739,324	100%

Appendix C: 2012 Metrorail Passenger Survey Questionnaire



Please take a minute to help us in planning for your transit needs by completing this survey questionnaire.

Return the questionnaire in the box you find near the exit gates or simply drop it in a mailbox, no stamp necessary. Please fill out this survey card each time you receive one.

You can take this survey online. Visit <http://tinyurl.com/MetroSurvey2012> or scan the QR code below.

Por favor, tome un minuto a ayudarnos en planear para sus necesidades de tránsito por completar esta encuesta.

Regrese la encuesta en una de las cajas que están cerca de las puertas de salida, o dejarla en cualquier buzón, no sello es necesario. Por favor, complete la tarjeta de encuesta cada vez que la recibe.

Usted puede hacer esta encuesta por Internet. Visita <http://tinyurl.com/MetroSurvey2012> o escanea el código QR adelante.

Serial Number

Barcode



A. At which Metro station did you receive this card?

B. Where do you live?

<input type="checkbox"/> District of Columbia		
Maryland		
<input type="checkbox"/> Montgomery County	<input type="checkbox"/> Anne Arundel County	<input type="checkbox"/> Charles County
<input type="checkbox"/> Prince George's County	<input type="checkbox"/> Frederick County	<input type="checkbox"/> Other Maryland
<input type="checkbox"/> Baltimore City/ Baltimore Co.		
Virginia		
<input type="checkbox"/> Arlington County	<input type="checkbox"/> Fairfax City	<input type="checkbox"/> Prince William County
<input type="checkbox"/> City of Alexandria	<input type="checkbox"/> Fairfax County	<input type="checkbox"/> Stafford County
<input type="checkbox"/> City of Falls Church	<input type="checkbox"/> Loudoun County	<input type="checkbox"/> Other Virginia
<input type="checkbox"/> Elsewhere		

C. Where did you come from just before ENTERING the Metro station where you RECEIVED this card? (Check one)

<input type="checkbox"/> Work	<input type="checkbox"/> Shopping or meal	<input type="checkbox"/> Personal trip
<input type="checkbox"/> Home	<input type="checkbox"/> School	<input type="checkbox"/> Sightseeing or recreation
<input type="checkbox"/> Job-related business		

D. What was the PRIMARY way you got to the Metro station where you RECEIVED this card? (Check one)

<input type="checkbox"/> Metrobus	<input type="checkbox"/> ART	<input type="checkbox"/> Dropped off by someone
<input type="checkbox"/> Ride On	<input type="checkbox"/> CUE	<input type="checkbox"/> Bicycle
<input type="checkbox"/> Fairfax Connector	<input type="checkbox"/> Other bus service	<input type="checkbox"/> Walk
<input type="checkbox"/> Prince George's TheBus	<input type="checkbox"/> Shuttle	<input type="checkbox"/> Wheelchair
<input type="checkbox"/> DASH	<input type="checkbox"/> Drove a car and parked	<input type="checkbox"/> AMTRAK, MARC or VRE
<input type="checkbox"/> DC Circulator	<input type="checkbox"/> Rode with someone who parked	<input type="checkbox"/> Taxi

E. What type of fare did you pay to ENTER the Metro station where you RECEIVED this card? (Check one)

<input type="checkbox"/> SmarTrip Fare	<input type="checkbox"/> Disabled Reduced Fare	<input type="checkbox"/> Weekly/Monthly Pass
<input type="checkbox"/> Paper Farecard Fare	<input type="checkbox"/> DC Student Fare	<input type="checkbox"/> WMATA Employee Pass
<input type="checkbox"/> Senior Reduced Fare <input type="checkbox"/> Day Pass		

F. If you transferred BETWEEN METRORAIL LINES, at which station(s) did

<input type="checkbox"/> Did not transfer	<input type="checkbox"/> Metro Center	<input type="checkbox"/> Other Station
<input type="checkbox"/> Gallery Place-Chinatown	<input type="checkbox"/> Rosslyn	
<input type="checkbox"/> L'Enfant Plaza	<input type="checkbox"/> Fort Totten	

G. At which station will you LEAVE the metrorail system on this ONE-WAY trip?

ENGLISH SURVEY CONTINUES ON ENGLISH-2 →→→
ENGLISH-1

H. Where will you go just after LEAVING the Metro station? (Check one)

- | | | |
|---|---|--|
| <input type="checkbox"/> Work | <input type="checkbox"/> Shopping or meal | <input type="checkbox"/> Personal trip |
| <input type="checkbox"/> Home | <input type="checkbox"/> School | <input type="checkbox"/> Sightseeing or recreation |
| <input type="checkbox"/> Job-related business | | |

I. What is the primary way you will get to this place after LEAVING the Metro station?? (Check one)

- | | | |
|---|---|---|
| <input type="checkbox"/> Metrobus | <input type="checkbox"/> ART | <input type="checkbox"/> Get picked up by someone |
| <input type="checkbox"/> Ride On | <input type="checkbox"/> CUE | <input type="checkbox"/> Bicycle |
| <input type="checkbox"/> Fairfax Connector | <input type="checkbox"/> Other bus service | <input type="checkbox"/> Walk |
| <input type="checkbox"/> Prince George's TheBus | <input type="checkbox"/> Shuttle | <input type="checkbox"/> Wheelchair |
| <input type="checkbox"/> DASH | <input type="checkbox"/> Drive a car | <input type="checkbox"/> AMTRAK, MARC or VRE |
| <input type="checkbox"/> DC Circulator | <input type="checkbox"/> Ride with someone who parked | <input type="checkbox"/> Taxi |

Information will only be used by WMATA. Your information will be kept strictly confidential.

J. What is your home address?

Number	Street

K. What is your home zipcode?

--	--	--	--	--	--

L. How many cars or SUVs, vans or trucks are at your home?

- None One Two Three or more

M. Are you an employee of the Federal government (either civilian or military)?

- Yes No

N. Do you receive a monthly transit benefit from your employer?

- | | |
|--|--|
| <input type="checkbox"/> Yes, Employer Full Subsidy | <input type="checkbox"/> Yes, Pretax Payroll Deduction |
| <input type="checkbox"/> Yes, Employer Partial Subsidy | <input type="checkbox"/> No |

O. Are you of Hispanic or Latino Origin?

- Yes No

P. What is your race? (Mark all that apply.)

- | | |
|---|--------------------------------|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> White |
| <input type="checkbox"/> Asian or Pacific Islander | <input type="checkbox"/> Other |
| <input type="checkbox"/> Black or African American | |

Q. Which best describes your annual household income?

- | | | |
|---|---|---|
| <input type="checkbox"/> Less than \$10,000 | <input type="checkbox"/> \$30,000 to \$49,999 | <input type="checkbox"/> \$75,000 to \$99,999 |
| <input type="checkbox"/> \$10,000 to 19,999 | <input type="checkbox"/> \$50,000 to \$74,999 | <input type="checkbox"/> \$100,000 or more |
| <input type="checkbox"/> \$20,000 to \$29,999 | | |

R. What is your age?

- | | | |
|---------------------------------------|--------------------------------|--------------------------------------|
| <input type="checkbox"/> Less than 18 | <input type="checkbox"/> 25-34 | <input type="checkbox"/> 55-64 |
| <input type="checkbox"/> 18-24 | <input type="checkbox"/> 35-54 | <input type="checkbox"/> 65 or older |

Thank you for riding Metro and completing this survey!
ENGLISH-2

Appendix D: Metrorail Mezzanine Entries by Day and Time Period (October 2014)

Station Name	Mezzanine Name	Weekday					Saturday				
		AM Peak	Midday	PM Peak	Evening	Late Night	AM Peak	Midday	PM Peak	Evening	Late Night
Addison Road	Addison Road	30102	9103	4161	2512	120	1296	1591	932	660	73
Anacostia	Anacostia, N	8885	2225	1130	202	4	161	331	240	67	2
	Anacostia, S	33566	22685	26116	7220	323	1989	3846	2263	1527	175
Archives-Navy Memorial	Archives-Navy Memorial	6118	31614	123609	25762	605	321	4361	10966	3623	416
Arlington Cemetery	Arlington Cemetery	336	14767	11136	41		56	5332	4828	7	
Ballston	Ballston	84743	41842	81306	25193	919	3786	8983	6991	4580	709
Benning Road	Benning Road	30487	13464	8779	3912	190	1781	2743	1591	977	77
Bethesda	Bethesda	64288	43955	84778	31270	1105	2468	8426	8378	5563	755
Braddock Road	Braddock Road	50820	14328	18443	5224	136	1871	3556	2676	1286	92
Branch Avenue	Branch Avenue	95474	15803	8179	3785	93	2739	4057	2192	1037	84
Brookland	Brookland	39251	31840	49268	17299	335	1588	5160	4092	2092	165
Capitol Heights	Capitol Heights	23821	8236	4017	2211	110	1088	1646	848	611	72
Capitol South	Capitol South	20836	33509	85822	17732	266	796	5210	5589	1932	646
Cheverly	Cheverly	18432	4185	2655	935	31	541	829	470	220	17
Clarendon	Clarendon	43134	17688	22157	17905	3470	1436	4412	3918	3750	2051
Cleveland Park	Cleveland Park	45587	20050	14838	10147	445	1506	4714	3852	2517	336
College Park-U of MD	College Park-U of MD	34321	18870	27178	9827	318	2098	6317	7881	2890	266
Columbia Heights	Columbia Heights	89021	55604	69174	36783	2331	4735	14461	12542	7525	1426
Congress Heights	Congress Heights	25092	11273	7813	3672	137	1348	2080	1247	815	86
Court House	Court House	76433	30045	47536	14882	631	3023	6817	5225	2980	448
Crystal City	Crystal City	82198	56360	97328	20073	556	4755	13073	6963	3939	390
Deanwood	Deanwood	15819	6776	4817	2206	77	809	1279	684	491	51
Dunn Loring	Dunn Loring	55143	17188	17893	5160	237	1775	3399	2345	1442	172
Dupont Circle	Dupont Circle, N	53232	44752	70923	44649	2338	2433	10583	8588	6788	1497
	Dupont Circle, S	24047	39528	101336	50857	5893	1300	7198	8063	6632	4180
East Falls Church	East Falls Church	52400	13431	11857	4544	154	1791	4219	2806	1446	115
Eastern Market	Eastern Market	46001	26904	31326	20428	994	1614	8330	7046	4197	740
Eisenhower Avenue	Eisenhower Avenue	17352	7116	10171	2974	165	867	1967	1234	886	151
Farragut North	Farragut North, NE	6894	21944	85611	25383	1316	488	3178	6076	2694	1004
	Farragut North, NW	3837	19188	77089	14376	1	2		1	2	
	Farragut North, SE	11408	42849	176342	51139	1403	518	3942	7217	3841	850
Farragut West	Farragut West, E	13508	35176	114587	36526	1292	258	855	2480	824	5
	Farragut West, W	7543	38312	185766	44785	1291	665	5367	8183	4762	1655
Federal Center SW	Federal Center SW	9696	21869	78859	7742	43	533	2103	2802	520	48
Federal Triangle	Federal Triangle	3520	31377	124669	18060	196	234	4309	8209	2552	158
Foggy Bottom	Foggy Bottom	44312	90481	243602	112125	3935	3472	17431	23002	16905	2093
Forest Glen	Forest Glen	33266	7487	5530	2021	61	997	1515	1063	474	37
Fort Totten	Fort Totten	51537	23964	23947	8923	434	3623	6309	3974	2256	316

Station Name	Mezzanine Name	Weekday					Saturday				
		AM Peak	Midday	PM Peak	Evening	Late Night	AM Peak	Midday	PM Peak	Evening	Late Night
Franconia-Springfield	Franconia-Springfield	103124	25907	14270	5116	108	3949	7950	3611	1799	97
Friendship Heights	Friendship Heights, N	47058	33256	47639	18772	556	1658	5849	6673	4289	430
	Friendship Heights, S	10270	7650	10417	4805	110	305	1130	1372	859	94
Gallery Place-Chinatown	Gallery Place-Chinatown, E	6342	25279	78048	67524	2005	470	4568	11376	13144	1942
	Gallery Place-Chinatown, N	24734	43046	112651	81478	5256	1556	8518	14179	17023	3548
	Gallery Place-Chinatown, W	2992	15953	56431	20669	979	216	2193	5069	2894	508
Georgia Avenue-Petworth	Georgia Avenue-Petworth	51557	24182	24381	12239	660	2651	5648	3836	2852	419
Glenmont	Glenmont	85327	18026	9362	3640	105	2735	3328	1937	1066	69
Greenbelt	Greenbelt	73901	19580	13641	5852	187	2834	5270	2679	1157	85
Greensboro	Greensboro	5418	3709	9210	2466	22	215	678	674	425	20
Grosvenor	Grosvenor	80261	19579	12876	5259	161	2281	4407	2927	1643	96
Huntington	Huntington, N	49536	10709	6154	2010	80	1521	3164	1666	663	54
	Huntington, S	58382	10758	5674	2254	76	1767	2721	1480	666	64
Judiciary Square	Judiciary Square, E	4280	29138	79666	9699	52	72	589	990	71	
	Judiciary Square, W	7459	13731	47556	7109	92	329	1376	1940	725	102
King Street	King Street	45004	27084	49676	18087	552	2512	6534	5177	3915	317
	King Street, N	10241	5467	7937	2691	112	556	1637	1126	612	89
Landover	Landover	23857	5967	2999	1573	103	882	1023	525	408	38
Largo Town Center	Largo Town Center	65546	12967	8903	5451	411	1949	2786	2191	2149	271
L'Enfant Plaza	L'Enfant Plaza, E	9303	12479	53166	5766	73	5	5	13	1	
	L'Enfant Plaza, N	38285	32911	126817	14002	208	622	3975	8553	1222	146
	L'Enfant Plaza, W	8854	24313	101806	8287	56	277	1374	2269	670	81
McLean	McLean	13786	5713	9952	1953	35	480	1167	850	429	30
McPherson Square	McPherson Square, E	17886	27274	107691	28026	1263	1122	4393	4992	2901	831
	McPherson Square, W	9267	26360	97547	18989	417	609	2744	3542	1559	297
Medical Center	Medical Center	13015	19297	73829	13931	115	458	1538	1240	805	44
Metro Center	Metro Center, E	12218	28469	96907	39569	1354	856	5009	8942	6318	858
	Metro Center, N	7302	14402	36957	12013	231	386	2675	4376	1922	182
	Metro Center, S	4953	26102	75694	34058	924	381	3904	7809	5413	695
	Metro Center, W	6255	30997	125805	38605	676	320	3735	6373	3898	413
Minnesota Avenue	Minnesota Avenue	18982	12441	12113	4325	136	1092	2054	1265	775	95
Morgan Blvd.	Morgan Blvd.	30208	6312	4282	5807	3074	953	1319	852	502	46
Mt. Vernon Square-UDC	Mt. Vernon Square-UDC	27603	21920	39106	16785	763	1588	5663	7544	4116	624
Navy Yard	Navy Yard, E	14635	16293	60131	13571	247	743	2360	2185	2158	2176
	Navy Yard, W	8517	6991	15680	11176	143	395	1115	1239	8262	3884
Naylor Road	Naylor Road	26604	9278	5202	3014	140	1484	2024	1337	1012	98
New Carrollton	New Carrollton	105983	24689	18240	5973	160	3531	5405	2732	1385	118

Station Name	Mezzanine Name	Weekday					Saturday				
		AM Peak	Midday	PM Peak	Evening	Late Night	AM Peak	Midday	PM Peak	Evening	Late Night
New York Ave	New York Ave. E	37065	19314	41529	9747	375	1441	3869	2762	1794	313
	New York Ave. W	23199	21100	48116	9219	513	1393	3892	2669	1615	292
Pentagon	Pentagon	32257	47527	125637	8298	65	780	3232	1809	568	25
Pentagon City	Pentagon City	111509	67639	81783	41032	461	4566	16597	16085	10266	386
Potomac Avenue	Potomac Avenue	32597	12704	10323	4636	177	1196	2652	1774	1199	124
Prince George's Plaza	Prince George's Plaza	43586	20446	19286	10345	383	2549	4851	4425	3126	332
Reagan Washington National Airport	Reagan Washington National Airport, N	9376	21123	18383	15163	153	1225	3942	2688	2492	41
	Reagan Washington National Airport, S	7919	24781	27306	19669	301	1065	4799	4491	3813	93
Rhode Island Avenue	Rhode Island Avenue	36132	23258	22394	9594	410	2278	5365	3734	2198	274
Rockville	Rockville	42216	18291	18542	6955	203	1517	3030	2383	1347	143
Rosslyn	Rosslyn	68919	55566	101766	26190	1064	3570	11608	8540	4400	497
Shady Grove	Rosslyn East	14300	11452	32734	7060	149	388	1314	1497	751	63
	Shady Grove	158340	34500	23798	7054	203	5538	8013	4354	2043	181
Shaw-Howard University	Shaw-Howard University, N	20152	20713	32051	15062	1264	1087	4414	5492	3280	725
	Shaw-Howard University, S	12822	6894	7802	4224	398	644	1752	1202	888	235
Silver Spring	Silver Spring, N	50634	18508	19186	6114	158	1585	2996	1895	1285	88
	Silver Spring, S	55103	29592	40691	15264	524	2060	5182	4013	3132	424
Smithsonian	Smithsonian, N	907	20603	47844	7028		212	8237	20107	1791	1
	Smithsonian, S	4269	23968	95505	10171	225	98	2428	6074	1504	131
Southern Avenue	Southern Avenue	46906	12581	6915	3551	150	1784	2298	1385	847	88
Spring Hill	Spring Hill	9433	4846	7736	2787	43	564	1412	1067	611	37
Stadium-Armory	Stadium-Armory, N	18144	13020	14218	11051	162	839	10835	5785	4343	138
	Stadium-Armory, S	6492	4974	4357	1546	36	276	628	428	300	30
Suitland	Suitland	50681	14701	17158	4107	131	2147	2499	1614	1029	98
Takoma	Takoma	54161	21736	15521	6691	169	1586	3053	1937	1042	86
Tenleytown-AU	Tenleytown-AU	36735	33351	58608	25995	414	1415	7008	6776	4141	348
Twinbrook	Twinbrook	43344	16518	20083	5413	142	1761	2959	2073	1259	101
Tysons Corner	Tysons Corner	5317	9154	22427	14256	182	354	2922	5622	4684	221
U Street-Cardozo	U Street-Cardozo, E	9693	7083	13154	11235	3380	427	2080	2260	2801	2274
	U Street-Cardozo, W	35172	21070	28793	28995	7050	1467	6066	6014	6587	4647
Union Station	Union Station, N	109355	59449	125117	37390	817	2481	8844	8212	5848	562
	Union Station, S	99502	59749	139008	42079	984	2614	9522	10379	6416	665
Van Dorn Street	Van Dorn Street	39557	7917	6802	3144	64	1346	2551	1406	718	73
Van Ness-UDC	Van Ness-UDC	49864	31918	35538	16283	296	2010	5922	4055	2429	190
Vienna	Vienna	151945	34063	23257	9656	221	4854	10142	5825	3350	190
Virginia Square-GMU	Virginia Square-GMU	39928	15479	21879	8437	194	1401	3303	2474	1354	129
Waterfront	Waterfront	30600	21129	26908	10204	592	1426	3905	3262	2206	355
West Falls Church	West Falls Church	47425	10441	5981	2749	66	1074	2053	1231	657	36

Station Name	Mezzanine Name	Weekday					Saturday				
		AM Peak	Midday	PM Peak	Evening	Late Night	AM Peak	Midday	PM Peak	Evening	Late Night
West Hyattsville	West Hyattsville	43696	16606	11163	4239	140	3289	3842	2287	1122	114
Wheaton	Wheaton	41489	16103	13328	8328	178	1538	3141	3172	2200	107
White Flint	White Flint	33680	16002	23948	5657	152	1199	2565	1826	1099	123
Wiehle	Wiehle	78561	22188	24735	6959	129	3168	7648	5011	2001	81
Woodley Park-Zoo	Woodley Park-Zoo	55687	35556	34200	16901	2150	2300	10127	11344	5345	1442