



Request For Proposal

**Electronic Safety and Security –
Indefinite Delivery/Indefinite Quantity
(IDIQ)**

RFP No.: FQ16045

Date: March 24, 2016

Due Date: Monday, April 25, 2016

Washington Metropolitan Area Transit Authority
RFP: FQ16045

Date: March 24, 2016

SUBJECT: RFP No. FQ16045, Electronic Safety and Security – IDIQ

Dear Sir/Madam:

The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified contractor to provide supplies and services for the installation, and configuration of electronic security and safety devices and components. The work shall include a broad variety of major and minor repair, modification, rehabilitation, alterations, demolition, and new projects to include, but not limited to, the following:

1. CCTV cameras
2. Access control
3. Laser intrusion detection systems
4. Portal warning approach systems
5. Radio & Intercom and associated components

The contractor may be required to provide services incidental to the specific task order requirements to include, but not limited to, the following:

6. Installation and integration of Network servers and integration of licenses
7. Installation and integration of Monitors and viewing stations

The general character and scope of work for each task order shall be specified in each individual task order.

If you have any questions, Technical, Contractual, or Administrative, please e-mail them to cspollen@wmata.com no later than Close of Business, Tuesday, April 5, 2016. WMATA will provide written answers, by e-mail to all those who obtain the RFP and provide their e-mail addresses. 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 **3:00 PM, Monday, April 25, 2016**, at WMATA, Office of Procurement and Materials, 600 Fifth Street, NW, Room 3C-02, Washington, DC 20001-2651. WMATA prefers emailed proposals. All emailed proposals must meet the deadline noted above and be sent to Charlene Spollen at cspollen@wmata.com.

ALL CONTRACTORS ARE REQUIRED TO SIGN A CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT IN ORDER TO RECEIVE DRAWINGS FOR THE SAMPLE TASK ORDERS INCLUDED IN THIS RFP. PLEASE CONTACT THE CONTRACT ADMINISTRATOR, CHARLENE SPOLLEN, AT cspollen@wmata.com TO COMPLETE THE REQUIRED CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT AND TO OBTAIN DRAWINGS FOR THE SAMPLE TASK ORDERS.

Sincerely,

Contracting Officer
Office of Procurement and Materials
Enclosure

Washington Metropolitan Area Transit Authority
RFP: FQ16045

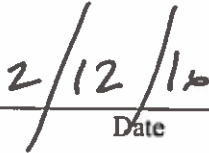
INTRODUCTORY INFORMATION
SOLICITATION CERTIFICATIONS PAGE

RFP No. FQ16045

Electronic Safety and Security – IDIQ

APPROVED FOR RELEASE



Project Manager/Office Designee


Date


Contracting Officer


Date


COUN


Date

END OF SECTION

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DIRECTIONS FOR SUBMITTING OFFER

1. Read and comply with the Solicitation Instructions.
2. Files containing Technical and Price proposals must be separately marked with the RFP number, Volume number and Volume title.

PROPOSAL SHALL BE TIMELY EMAILED TO REACH WMATA BEFORE 3:00 P.M. (LOCAL TIME) MONDAY, APRIL 25, 2016 ON DAY OF PROPOSAL CLOSING.

ALL EMAILED PROPOSALS MUST MEET THE DEADLINE NOTED ABOVE AND BE EMAILED TO CHARLENE SPOLLEN AT cspollen@wmata.com.

NOTE:

ALL CONTRACTORS ARE REQUIRED TO SIGN A CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT IN ORDER TO RECEIVE DRAWINGS FOR THE SAMPLE TASK ORDERS INCLUDED IN THIS RFP. PLEASE CONTACT THE CONTRACT ADMINISTRATOR, CHARLENE SPOLLEN, AT cspollen@wmata.com TO COMPLETE THE REQUIRED CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT AND TO OBTAIN DRAWINGS FOR THE SAMPLE TASK ORDERS.

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:

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

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

Questions concerning this Request for Proposal may be directed to Charlene Spollen by calling 202-962-2055 and/or via email at cspollen@wmata.com.

NOTICE TO ALL VENDORS

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

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

Registered Vendor Benefits:

- Visibility to WMATA contract administrators and/or purchasing agents during the purchasing decision period;
- Visibility to other 17,500 registered vendors for possible business opportunities;
- Opportunity to update online, company information such as an e-mail address or contact person online;
- 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. FQ16045	SOLICITATION NO. RFP <input type="checkbox"/> ADVERTISED <input checked="" type="checkbox"/> NEGOTIATED	DATE ISSUED March 24, 2016	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
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SOLICITATION

Sealed offer EMAILED ELECTRONICALLY for furnishing the supplies or services in the schedules will be received at Authority until 3:00 P.M. local time **Monday, April 25, 2016.**

(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.

Proposer's Phone Number _____

Proposer's Fax Number _____

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(See continuation of schedule on page 22)				\$

DUN & BRADSTREET ID NUMBER: _____

OFFEROR

Name and Address (Street, city, county, state, and zip code)	Name and Title of Person Authorized to Sign Offer (Print or Type)
<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 No. FQ16045**

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

UNIT PRICE SHEET

See Attachment C

RFP SOLICITATION INSTRUCTIONS

1. INTRODUCTION

- (a) The Authority seeks to award a contract for Electronic Safety and Security supplies and services. To that end, it is issuing this RFP to solicit Proposals from qualified firms and individuals who can satisfy the requirements of the accompanying Contract Documents.
- (b) As this is a Best Value solicitation, award of a Contract hereunder shall be to the Offeror whose Proposal provides the best overall value to the Authority based upon application of the evaluation criteria set forth in paragraphs 14 and 15.
- (c) The Authority contemplates award of an Indefinite Delivery/Indefinite Quantity (IDIQ) contract and reserves the right to award to multiple qualified contractors.
- (d) Not used.

2. ORDERING

This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated in the RFP. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Authority when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Authority shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.” Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. WMATA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Minimum Order: WMATA requires services covered by this solicitation in an amount to be determined by each task order. WMATA is not obligated to purchase nor is the Contractor obligated to furnish supplies or services in excess of those required by a task order.

Maximum Order: The Contractor is not obligated to honor any order for a single item in excess of \$100,000 or any order for a combination of items in excess of the sum of \$9,000,000.

3. COMMUNICATIONS WITH THE AUTHORITY

Prospective Offerors are advised that any and all communications with WMATA relating to this Solicitation and made by, or on behalf of, a prospective Offeror at any time between release of this Request for Proposals and award of a Contract hereunder, must be directed to the Contract Administrator as follows:

Charlene Spollen, Contract Administrator
Telephone: (202-962-2055
Email: cspollen@wmata.com

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

4. PREPARATION OF OFFERS

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

5. EXPLANATIONS TO OFFERORS

- (a) Any Explanation desired by an Offeror regarding the meaning or interpretation of the Solicitation or Contract Documents, including without limitation the general and special provisions, technical specifications or scope of work, and contract drawings, must be requested in writing and with sufficient time allowed for a reply to reach all Offerors before the date set for submission of Proposals. Absent extraordinary circumstances, all such inquiries should be transmitted in a time frame such as to ensure their receipt by the Contracting Officer at least ten (10) days prior to the date specified for receipt of proposals. All such requests should be submitted via e-mail or mail to the Contract Administrator identified in Paragraph 3 and include the RFP Number and contract title.
- (b) Any information furnished by the Authority to a prospective Offeror relating to the Solicitation will be provided in writing to all prospective Offerors in the form of an Amendment if, in the judgment of the Authority, the information is necessary to the preparation and/or submittal of Proposals or lack of such information would be otherwise prejudicial to other prospective Offerors.
- (c) Offerors are advised that oral explanations, representations or instructions of any kind relating to the subject matter of this Solicitation and given at any time before award of the Contract by any employee, officer or agent of the Authority, will not be binding upon the Authority; nor does the Authority assume responsibility for the accuracy of any such communication.
- (d) The failure of a prospective Offeror to request an Explanation as here provided will serve to preclude the Offeror from thereafter claiming any ambiguity, inconsistency or error which should have been discovered by a reasonably prudent Offeror.

6. PRE-PROPOSAL CONFERENCE

Not used.

7. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS

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

8. ACKNOWLEDGMENT OF AMENDMENTS

Offerors are required to acknowledge receipt of all Amendment(s) to the Solicitation on the designated form to be submitted with their Proposal. Failure to do so may, at the discretion, jeopardize the Offeror's right to have its Proposal reviewed by the Authority.

9. SUBMISSION OF PROPOSALS

WMATA prefers emailed proposals. All emailed proposals must meet the requirements stated in this RFP and must meet the due date and time stated in this RFP. Email proposals to Charlene Spollen at cpollen@wmata.com.

Proposals, and any Revisions to Proposal, shall be emailed to the individual specified in this Solicitation. The Proposal shall show the solicitation number, and the name and address of the Offeror on the first page of each volume submitted.

Faxed proposals will not be considered.

10. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

Offerors shall submit their Proposals as follows:

(a) Proposal Format

The original of Volumes I and 2 and 3 shall have the RFP number, the Proposer's identity, volume number, and volume title printed on the cover page. Volumes shall be submitted in the following order:

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

- (b) **Cost/Price.** All information relating to cost or pricing data must be included in Volume I. Under no circumstances shall cost or pricing data be included elsewhere in the Proposal.
- (c) **Technical Proposal.** The technical proposal should address the stated Evaluation Criteria and be of a nature such as to enable the Authority to engage in a thorough evaluation as to the overall technical merit of the Proposal. Technical proposals shall be specific, detailed and complete and demonstrate that the Offeror has a thorough knowledge and understanding of the requirements of the Contract Documents. Offerors shall avoid generalized statements which, for example, paraphrase the specifications or attest that "standard procedures will be employed". The Authority wishes to be satisfied that the Offeror maintains an understanding of the specific requirements of this Solicitation and maintains the means to fully satisfy the Authority's needs.
- (d) **Contractual.** Contractual documents shall contain a completed signed Solicitation, Offer and Award Form and include Representations, Certifications, Pre-Award Data, Certificate of Insurance, DBE requirements per Appendix B and any Amendments. In the event that the Proposer takes any exception to any of the proposed General or Special Provisions, wishes to propose alternative contract language or is otherwise unwilling or unable to satisfy any of the requirements contained in the Contract Documents, such information should be clearly noted on the first page(s) of Volume III of the Proposal; failure to take exception shall constitute as acceptance by the Offeror.

11. LATE SUBMISSIONS AND REVISIONS OF PROPOSALS

- (a) Any Proposal or Revision received at the office designated in the Solicitation after the time specified for receipt will not be considered unless it was sent, properly addressed:
 - (1) By registered or certified U.S. or Canadian mail not later than the fifth Day before the date specified for receipt of Proposal (e.g. a Proposal or Revision relating to a Solicitation with a receipt date of the 20th of a month must have been placed in registered or certified mail by not later than the 15th of such month);
 - (2) By first class mail, if the Authority determines that the late receipt was due solely to mishandling by the Authority after delivery on Authority premises; or
 - (3) By U.S. Postal Service Express Mail Next Day Service , not later than 5:00 p.m. at the place of mailing two business days prior to the date specified for receipt of Proposals; or
- (b) A Revision submitted after the date and time set for opening of Proposals will only be accepted if requested, or otherwise authorized, by the Contracting Officer. A submission in the nature of a Best and Final Offer ("BAFO") received after the time and date specified in the Contracting Officer's request for BAFOs will not be considered unless received before award and, in the judgment of the Contracting Officer; the late delivery was not attributable to an act or omission of the Offeror.
- (c) The only acceptable evidence to establish the time of receipt by the Authority is the time/date stamp of that event on the bid wrapper or other documentary evidence of receipt maintained by the Authority.
- (d) Notwithstanding sub-paragraphs "a" and "b" above, (i) a Proposal received after the time specified for receipt may be considered if it is the only Proposal received for the Solicitation; and (ii) a late Revision of any otherwise successful Proposal that makes its terms more favorable to the Authority may be considered and accepted, whenever received.

12. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice received by the Authority before award. Proposals may be withdrawn in person by an Offeror or an authorized representative if the representative's identity is appropriately demonstrated and the representative signs a receipt for the Proposal before award; except that absent approval of the Contracting Officer a proposal may not be withdrawn prior to 90 days from receipt of proposals.

13. RECEIPT AND REVIEW OF PROPOSALS BY THE AUTHORITY

- (a) There will be no public opening of Proposals in this Solicitation. Proposals will be opened by the designated Authority representative and copies of the three Volumes of the Proposal distributed for review by Authority designated personnel only, as appropriate. All reasonable efforts will be made to ensure confidentiality of the information contained in the proposals, consistent with applicable provisions of law.
- (b) The Authority may elect to award a Contract on the basis of the initial Proposals as received in accordance with the Evaluation Criteria set forth in paragraph, without Discussions. Accordingly, the initial Proposal should contain the Offeror's best terms from both a price and technical standpoint.
 - (i) Notwithstanding a determination by the Authority to proceed without conducting substantive negotiations or Discussions with Offerors, the Authority may elect to engage in communications with one or more Offerors relating to Clarification(s) of their Proposals.
- (c) As an alternative to the procedure described in sub-paragraph b above, the Authority may, in its discretion, determine to engage in oral and/or written Discussions with one or more Offerors involving information essential or useful to the Authority's understanding of the Proposals and/or to address deficiencies in the initial Proposals. In determining those Offeror(s) with which it chooses to engage in such Discussions, the Authority shall first make a determination as to those initial Proposals which it deems to be within the Competitive Range for award of the Contract and thereupon conduct Discussions with the Offerors submitting Proposals within the Competitive Range.
- (d) In the event that the Authority conducts substantive Discussions with one or more Offerors as set forth in sub-paragraph c above, the Contracting Officer may, following such Discussions, direct those Offerors who's Proposals have been deemed within the Competitive Range to submit Best and Final Offers ("BAFOs"). In such instances, the Authority shall render its determination as to award of the contract based upon its review of the BAFOs in accordance with the Evaluation Criteria; except that nothing contained herein shall be deemed to limit, modify or impair the right of the Authority to engage in any such further or additional oral or written Discussions or other communications relating to the Solicitation as may, in the judgment of the Contracting Officer, be consistent with the best interests of the Authority.
- (e) The Authority maintains the right to waive informalities and minor irregularities in Proposals at any time during the Solicitation process

14. EVALUATION CRITERIA AND BASIS FOR AWARD – BEST VALUE

TECHNICAL – PAST PERFORMANCE:

Offeror must demonstrate the ability to meet the requirements of this procurement by submitting examples of similar contracts to this one. This includes quality of previous project management ability, and past adherence to reporting standards. Contract examples should include:

- Company/Division name
- Product/Service
- Contracting Agency/Customer
- Contract Number
- Contract Dollar Value
- Period of Performance
- Verified, up-to-date name, address, FAX & telephone number of the contracting officer
- Comments regarding compliance with contract terms and conditions
- Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions

The Contractor must demonstrate experience in the installation of an electronic security or safety system within the last five (5) years. This factor will be used to determine the risks of non-performance, defective performance, and/or late performance by evaluating each offeror's reported quality of work and relative experience with this type of requirement.

In evaluating Past Performance, the Authority may contact some or all of the references provided by the offeror.

The Authority may evaluate the Past Performance of the offeror's proposed key subcontractors or key personnel who have relevant experience to the extent provided by the offeror.

To assess the quality of work and relevant work experience with this type of requirement, the offerors must submit at least one and no more than three (3) references including contact name, phone number, project title, and brief description of the project.

The offeror shall provide resumes for key personnel to be assigned to this contract and show their relevant experience. For subcontractors that will perform 20% or more of contract value offeror's must furnish the following information for each contract referenced:

If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

Provide any information currently available (letters, metrics, customer feedback, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for similar type contract. Describe corrective actions taken to mitigate cost overruns, schedule issues, missed deadlines, warranty calls, etc.

TECHNICAL – APPROACH AND ORGANIZATION

NOTE: MAKE NO REFERENCE TO PRICING IN THIS AREA.

The Authority will evaluate the following performance factors:

Factor 1: The Authority will evaluate the offeror’s management practices and policies, and the specific methodology that will ensure all requirements of the Task Order are met, including a Quality Assurance Plan that ensures task order objectives are met, and a method for indentifying, correcting and preventing defective services.

Factor 2: The Authority will evaluate the offeror’s proposed organizational structure to support the contract’s requirements, to include, but not be limited to:

- An organization chart of the proposed project structure showing levels of management, labor, authority, and functional responsibilities for the project team that will be working on this requirement.
- Resumes for three key personnel and position descriptions, which demonstrate requisite education, experience, and/or special skills needed to perform the tasks listed within the sample Task Order Scope of Work. Key Personnel are defined as individuals who contribute in a substantive and measurable way to the execution of the project.

Factor 3: The Authority will evaluate the offeror’s proposed approach to accomplishing overall contract tasks as listed in the SOW, to include, but not be limited to:

- A description of how task orders will be accomplished in an efficient, effective, customer-focused manner
- A description of the methodology for acquiring supplies, materials, and items throughout the life of the contract

Factor 4: The Authority will evaluate the offeror’s proposed Safety Plan, OSHA Lost Time Injury Incidence Rate (LTIIR), and Experience Modification Rating (EMR) for each of the preceding 3 years. The OSHA LTIIR should not exceed the current BLS LTIIR and the contractor’s EMR should not exceed 1.00.

Factor 5: The Authority will evaluate the offeror’s proposed Technical Plan to the sample Task Order provided as part of the solicitation, to include, but not limited to, a narrative description of the recommended course of action and time schedule from the start

to end of entire task order, as well as the labor categories, labor hours, and materials to be used to meet the requirement.

15. PRICE PROPOSAL EVALUATION

- (a) The Authority will award based on best value to the Authority. The Authority will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Proposal price will be evaluated in terms of the following:
 - (1) Submittal of proposed prices for both the base award and the options, if any;
 - (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, in the Authority's judgment, adequate price competition does not exist, in order to ascertain whether the proposed price is fair and reasonable;
- (b) The Offeror shall provide certified cost or pricing data if so requested by the Contracting Officer.

16. TECHNICAL PROPOSAL EVALUATION

The Authority will evaluate the technical proposal in accordance with the elements of the Evaluation Criteria set forth in paragraph 14 and render an assessment as to the overall technical merit of the proposal. The failure of a Proposal to demonstrate that it meets or surpasses an acceptable level with respect to any such element may result in a determination that the Proposal is technically unacceptable and thus ineligible for award.

17. PRE AWARD INFORMATION/CONTRACTOR RESPONSIBILITY

- (a) In order to be eligible for award of a contract, a Proposer must affirmatively demonstrate to the satisfaction of the Authority that it is responsible for purposes of this Solicitation, including a showing that it maintains the requisite integrity, overall technical expertise and experience, including prior performance on other Authority contracts or other government agencies, and sufficient financial resources to perform the Work of the contract in a timely, satisfactory and appropriate manner.
- (b) The Contracting Officer or other Authority Representative(s) may conduct a pre-award survey and/or undertake other actions to obtain information regarding the responsibility of a Proposer whose offer is in the Competitive Range or is otherwise under consideration for award. The Proposer shall promptly supply information requested by the Contracting Officer regarding its responsibility in such manner and form as requested by the Authority.
- (c) Without limiting the general obligations of the Proposer to demonstrate its responsibility to the satisfaction of the Authority as set forth in subparagraphs (a) and (b) above, a Proposer shall furnish the following when so requested by the Contracting Officer or other Authority Representative:
 - (1) A completed and signed Pre-Award Evaluation Data form (copy attached), including all referenced financial statements and information;

- (2) Evidence of good standing in the System for Award Management (SAM) at www.sam.gov.
- (3) Disadvantaged Business Enterprise data as set forth in Appendix B. Note: As described above, the submittal of certain items and request for waiver (if applicable) are required if the Proposal is \$100,000 or greater. Failure to submit forms B-12, B-13, and/or request for waiver (if applicable) may cause the Proposal to be rejected. A failure on the part of an Offeror to supply the information requested in this paragraph or otherwise fully cooperate with the Authority's inquiry may result in a determination that the Offeror is not responsible for purposes of this Solicitation and thereby ineligible for award.
- (4) Small Business Enterprise (SBE) documentation as set forth in Appendix B-1. A failure on the part of an Offeror to supply the information requested in this paragraph or otherwise fully cooperate with the Authority's inquiry may result in a determination that the Offeror is not responsible for purposes of this Solicitation and thereby ineligible for award.

18. PRE-AWARD MEETING

The Authority reserves the right to require that a pre-award meeting be held with the apparent successful Offeror prior to award of a Contract in order to review the Offeror's understanding of the contract requirements and/or further assist the Authority in determining the Offeror's responsibility for purposes of award. The Contractor shall be represented at such meeting by individual(s) fully familiar with the contractual requirements including, where so requested by the Authority, representative(s) of one or more major subcontractor(s).

19. SITE VISIT/INSPECTION OFFEROR'S FACILITIES – NOT USED

20. CONTRACT AWARD

- (a) At the conclusion of the process described in paragraph 14 above, the Authority will award a contract resulting from this Solicitation to the responsible Offeror whose Proposal conforming to the Solicitation will be most advantageous to the Authority based upon its application of the Evaluation Criteria. Such determination shall be based upon the initial Proposals received where the Authority determines not to conduct Discussions in accordance with subparagraph 13(b) or shall be based upon the BAFOs where the Authority directs their submission in accordance with subparagraphs 13 (c) and (d).
- (b) A written award mailed or otherwise furnished to the successful Offeror at any time prior to withdrawal of the Proposal by the Offeror shall result in a binding contract without further action by either party. Discussions conducted after receipt of an Offer do not constitute a rejection or counteroffer by the Authority.
- (c) Notwithstanding the foregoing or anything to the contrary otherwise contained in this Solicitation, the Authority reserves the right to reject and any all Proposals received and decline to enter into a contract pursuant to this Solicitation if it deems such action is in the public interest.

21. PERFORMANCE/PAYMENT BONDS – NOT USED

22. DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

Attached as part of this solicitation are documents outlining the requirements for the Disadvantaged Business Enterprise (DBE) Program: The DBE requirement goal for this contract will be determined at the task order level unless a good faith waiver is requested and approved.

- (a) If the Proposal is over \$100,000, and in order for the Offeror to be considered responsible, the following documents (see Appendix B) shall be completed and submitted with the Proposal:

Schedule of DBE Participation

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

DBE Unavailability Certification
(where applicable)

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

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

The provisions of Appendix B (if attached) do not become applicable and forms do not have to be completed, unless the total Proposal price is \$100,000 or more. If the offer is \$100,000 or more and any portion of the submittal requirement is omitted, then the Proposal may be found to be unacceptable and subsequently rejected. Appendix B forms and/or waivers must be completed with great care by each Offeror to ensure that the Proposal is acceptable.

23. OPPORTUNITY FOR DISADVANTAGED BUSINESS ENTERPRISES TO PROPOSE

The Washington Metropolitan Area Transit Authority hereby notifies all prospective Offerors that it will affirmatively ensure that disadvantaged minority business enterprises will be afforded full opportunity to submit Proposals in response to this Solicitation and will not be discriminated against on the basis of race, color, or national origin in consideration for award.

24. WMATA'S TAX EXEMPT STATUS

- (a) Pursuant to Article XVI, Paragraph 78, of the Washington Metropolitan Area 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 contractors 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 the General Provisions Article, FEDERAL, STATE AND LOCAL TAXES, of this Contract.
- (c) The Authority's tax exempt numbers are as follows: District of Columbia – 5611 0082187001; Maryland -- 30072210; Virginia -- 5280-0067
- (d) By submission of its Proposal, the Offeror certifies that none of the taxes as to which the Authority is exempt are included in its cost proposal.

25. RESTRICTION ON DISCLOSURE AND USE OF DATA

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

- (a) "This data furnished pursuant to this RFP shall not be disclosed outside the Authority, be duplicated, or used in whole or in part, for any purpose other than to evaluate the offer; 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."

26. ENGLISH LANGUAGE AND UNITED STATES CURRENCY

With respect to both this Solicitation and the resultant contract:

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

27. BRAND NAME OR EQUAL

- (a) If items called for by this RFP have been identified in the Price Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the proposals and are determined by the Authority to meet fully the salient characteristics (physical, functional, or performance) requirements in the RFP.
- (b) Unless the Offeror clearly indicates in its Proposal that it is offering an "equal" product, the Proposal shall be considered as offering a brand name product referenced in the RFP.
- (c) If the Offeror proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished in the space provided in the RFP, or such product shall be otherwise clearly identified in the Proposal. The determination as to equality of the product offered shall be at the sole discretion of the Authority.

CAUTION TO OFFERORS. WMATA is not responsible for locating or securing any information which is not identified in the Proposal and reasonably available to the Authority. Accordingly, to ensure that sufficient information is available, the Offeror must furnish as a part of its Proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Authority to determine whether the product offered meets the salient characteristics requirements of the RFP.

The information furnished may incorporate by specific reference information previously furnished or otherwise available to the Authority. If the Offeror proposes to modify a product so as to make it conform to the requirements of the RFP, it shall (i) include in the Proposal a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

**REPRESENTATIONS AND CERTIFICATIONS
(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.

3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

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

(a) It has, has not, participated in a previous contract or subcontract subject to either the Equal Opportunity Clause of this solicitation, or the clause contained in Parts II and IV of Executive Order 11246, as amended; which prohibits discrimination on the basis of race, color, creed, national origin, sex, age; and

- (b) It has, has not, filed all required compliance reports; and
- (c) Representations indicating submittal of required compliance reports signed by proposed subcontractors will be obtained prior to subcontract awards.

4. DISADVANTAGED BUSINESS ENTERPRISE

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

- (a) It is, is not, a disadvantaged business enterprise.

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

"Socially and Economically Disadvantaged Individuals" is defined in Appendix B, Section 4, paragraph I; and

- (b) It is, is not, currently certified by WMATA as a disadvantaged business enterprise.

- (c) It is, is not, a small business enterprise.

"Small Business Enterprise" means a for profit small business concern that is at least 51% owned by one or more individual(s) who are economically disadvantaged. "Economically Disadvantaged Individual" is defined in Appendix B-1, Section 3, Definitions.

5. AFFIRMATIVE ACTION COMPLIANCE

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

- (a) It has a workforce of _____ employees.
- (b) It has developed and has on file, or has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or
- (c) It has not previously had contracts subject to the written affirmative action program requirements of the rules and regulations of the Secretary of Labor.

CERTIFICATIONS

6. 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.

7. 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.

8. CLEAN AIR AND WATER CERTIFICATION

This certification is applicable if the contract will be federally assisted and the offer exceeds \$100,000, or the Contracting Officer believes that orders under an indefinite contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413(c)(1)) or the Water Act (33 U.S.C. 1319(c)) and is listed by the U.S. Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt:

- (a) Any facility to be utilized in the performance of this proposed contract is, or is not listed on the EPA list of Violating Facilities;
- (b) Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communications from the Administrator, or a designee of the EPA, indicating that any facility which it proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) Offeror will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

9. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

- (a) Primary Covered Transactions. This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of any resultant contract.
 - (1) In accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, the offeror certifies to the best of its knowledge and belief that it and its principals:
 - (i) are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - (ii) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (iii) are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this Certification; and
 - (iv) have not, within a three-year period preceding this offer, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this offer.
- (b) Lower Tier Covered Transactions. This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of the prime contract.
 - (1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
 - (2) Where the prospective lower tier subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (c) The Certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

10. 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.

11. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

12. 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.

13. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification is applicable to federally assisted contracts if the offer exceeds \$100,000.

- (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 to the best of his or her knowledge or belief:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the undersigned shall complete and submit Standard Form--LLL, "Disclosure of Lobbying Activities."
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.
- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. BUY AMERICA ACT CERTIFICATION

The Buy America requirements apply to federally assisted construction contracts, and acquisition of goods or rolling stock contracts valued at more than \$100,000.

- (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 it will comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.
- (b) An offeror must submit to the Authority the appropriate Buy America certification (below) with all offers on FTA-funded contracts, except those subject to a general waiver. Offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Mark the applicable certifications below:
 - (1) **Certification requirement for procurement of steel, iron, or manufactured products:**
 - [] *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

(2) **Certification requirement for procurement of buses, other rolling stock and associated equipment:**

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

15. CERTIFICATION OF NON-DELINQUENT TAXES

This certification is applicable to federally assisted contracts.

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

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

A Certification of Non-Delinquent Taxes must be submitted prior to award of a subcontract exceeding \$100,000 which is not exempt from the provisions of Federal Acquisition Regulation. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).
 (RC-116, OCTOBER 08)

16. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS

For purposes of this disclosure, terms in bold are defined by the Code of Ethics for Members of the WMATA Board of Directors a copy of which is available at www.wmata.com. Financial 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: _____

TERMS AND CONDITIONS

CHAPTER I – GENERAL PROVISIONS

1. AGREEMENT

The Work to be performed under this Contract may briefly be described as the provision of supplies and services for the installation, and configuration of electronic security and safety devices and components. The work shall include a broad variety of major and minor repair, modification, rehabilitation, alterations, demolition, and new projects to include, but not limited to, the following:

1. CCTV cameras
2. Access control
3. Laser intrusion detection systems
4. Portal warning approach systems
5. Radio & Intercom and associated components

The contractor may be required to provide services incidental to the specific task order requirements to include, but not limited to, the following:

6. Installation and integration of Network servers and integration of licenses
7. Installation and integration of Monitors and viewing stations

The general character and scope of work for each task order shall be specified in each individual task order.

The work includes all necessary or incidental work, labor and materials. The Contractor agrees to perform the Work in accordance with requirements and terms and conditions hereinafter set forth in the Contract Documents. In consideration for the complete, satisfactory and proper performance thereof by the Contractor, the Authority agrees to pay to the Contractor, and the Contractor agrees to accept as full compensation therefor, the sums of money set forth in the Price Schedule at the time and in the manner and upon the terms and conditions set forth in the Contract Documents.

2. ARRANGEMENT OF CONTRACTUAL PROVISIONS

For ease of reference, the provisions of these Contract Documents are divided into Chapters, Articles, Paragraphs and Subparagraphs. While the Chapters and Articles are titled, it is understood that both the use of such titles and the manner and overall arrangement of the contractual provisions within the Contract Documents are intended solely for the convenience of the parties and are without independent contractual or legal significance.

3. ORDER OF PRECEDENCE

- (a) Any inconsistency in the Contract Documents shall be resolved by giving precedence in the following order: (a) Terms and Conditions (b) the specifications or scope of work; (c) drawings, if any; (d) other documents, exhibits, and attachments generated by the Authority as part of the Contract Documents; (e) the technical proposal, if any, and other submissions of the Contractor generated as part of the Contract Documents. In the event of a conflict within or between provisions entitled to equal precedence pursuant to the foregoing, the more stringent requirement shall apply.

- (b) Notwithstanding paragraph (a), in the event that this Contract is funded in whole or part through funding provided by the Federal Government, all contract terms mandated for inclusion by the Federal Government shall be deemed to supersede any other conflicting or inconsistent provision of the Contract Documents.

4. REQUIREMENTS CONTRACT – NOT USED

5. AUDIT, AVAILABILITY, AND INSPECTION OF RECORDS

- (a) Authorized persons. The Contracting Officer and his or her representatives, including representatives of the Authority’s governing jurisdictions and any other federal, state, or local entity providing funding for this Contract and the Comptroller General of the United States, shall have access and inspection rights described in this Article
- (b) Examination of costs. The Contractor shall maintain, and the Contracting Officer shall have the right to examine and audit, all records sufficient to reflect properly all costs 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 facilities engaged in performing this Contract.
- (c) 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 shall have the right to examine and audit all of the Contractor’s records related to: (1) any Bid or Proposal for the contract, subcontract, or modification; (2) any Clarifications or Discussions conducted on the Bid or Proposal; (3) pricing of the contract, subcontract or modification; or (4) performance of the contract, subcontract or modification.
- (d) Availability. The accounts, records and costs information required to be originated under this Contract, and 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 to have access to the records by the Contracting Officer or pursuant to any other provision of this Contract; and
 - (2) Except to the extent otherwise expressly set forth in this Contract, until three years from the date of final payment under this Contract; except that: (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 later; and (ii) If a pricing adjustment is involved in any dispute or litigation related to this Contract, for a period equal to the later of three years from the date of final payment or one year following the final disposition of the dispute or litigation.
- (e) Subcontracts. The Contractor shall insert an Article containing all the terms of this Article, including this paragraph, in all subcontracts that exceed \$100,000.

6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not guaranteed for performance under this Contract beyond the current fiscal year. 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 that will be performed in whole or in part in a subsequent fiscal year is subject to availability of funds in the subsequent fiscal year and will be governed by the terms of this Article.

7. CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE (COTR)

- (a) The Work will be conducted under the general direction of the Contracting Officer on behalf of the Authority, who may delegate certain responsibilities to a Contracting Officer's Technical Representative (COTR). While the COTR will be thereupon authorized to perform such designated functions, the Authority will not be responsible for actions of the COTR or any other Authority employee or representative which exceeds his or her authority.
- (b) The Contractor will be furnished, upon written request, a copy of the delegation, if any, to a COTR for this Contract.

CHAPTER II – TIME/DELAYS/LIQUIDATED DAMAGES

1. PERIOD OF PERFORMANCE

The period of performance for the awarded contract is a two-year base contract with three one-year option periods.

The Authority has the unilateral right to extend the contract by exercising up to three 12-month Option Periods (as applicable) subject to all terms and conditions herein.

The Authority may exercise the option(s) (if any) by written notice to the Contractor prior to commencement of the option period; provided, that the Authority shall give the contractor a preliminary notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Authority to an extension.

2. LIQUIDATED DAMAGES FOR DELAY – NOT USED

3. EXTENSIONS OF TIME/FORCE MAJEURE

(a) For purposes of this Article, the term “Force Majeure” shall mean an unforeseen event or circumstance, beyond the control of, and not occasioned by the fault or neglect of, the Contractor (including subcontractors at any tier) or the Authority, which event gives rise to a delay in the progress or completion of the Work of the Contract, including, without limitation, acts of God, acts of war or insurrection, unusually severe weather, fires, floods, strikes, freight embargoes or other events or circumstances of like nature.

(b) Notwithstanding the provisions of the LIQUIDATED DAMAGES article of the Contract, if the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Authority or by a Force Majeure, then the time for completion and/or affected delivery date(s) shall be extended by the Contracting Officer, subject to the following conditions:

- (1) The cause of the delay arises after the award of the Contract and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;
- (2) The Contractor demonstrates to the Contracting Officer that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;
- (3) The delay cannot be avoided or mitigated by the exercise of all precautions, efforts and measures reasonably available to the Contractor, whether before or after the occurrence of the cause of delay; and
- (4) The Contractor makes written request and provides other information to the Contracting Officer as described in paragraph (f) below.

(c) In the event the Contractor shall be delayed at any time or for any period by two or more of the causes above-mentioned in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes but only one period of extension shall be granted for the cumulative effects of the delay.

(d) Any reference in this Article to the Contractor shall be deemed to include Suppliers and Subcontractors at any tier, whether or not in privity of contract with the Contractor.

- (e) The Contracting Officer may rescind or shorten any extension previously granted, if the Contracting Officer subsequently determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided that such accurate information, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the foregoing, the Contracting Officer will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and if, in the judgment of the Contracting Officer, such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.
- (f) The request for an extension of time pursuant to paragraph (a) shall be made within ten (10) days after the Contractor knows or should know any cause for which it may claim an excusable delay and shall provide any actual or potential basis for an extension of time, identifying such cause and describing, as fully as then practicable, the nature and projected duration of the delay and its effect on the completion of that part of the Work identified in the request. Within thirty (30) days of its receipt of all such information, the Authority shall advise the Contractor of its decision on such requested extension; except that, where it is not reasonably practicable for the Authority to render such decision in the thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- (g) In no event shall a delay in progress or performance of the Work occasioned solely by a Force Majeure or the acts or omissions of any party outside the control of the Contractor be the basis for a Termination for Default pursuant to Article titled TERMINATION FOR DEFAULT; except that in no event shall a subcontractor at any tier be deemed a party outside the control of the Contractor for purposes hereof.

4. AUTHORITY DELAY OF WORK

- (a) If the performance of all or any part of the Work is delayed or interrupted in a material manner or extent by an act or omission of the Authority in the administration of this Contract, which act or omission is not expressly or impliedly authorized by this Contract or by applicable provisions of law, 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, as to which compliance was materially affected by such delay or interruption. However, no adjustment shall be made under this Article or otherwise under this Contract for any delay or interruption to the extent that performance was or would have been delayed or interrupted by any other cause, including, without limitation: (i) the fault or negligence of the Contractor or any subcontractor; (ii) the fault or negligence of a third party to the Contract; (iii) an act constituting a Force Majeure pursuant to Article titled EXTENSIONS OF TIME/FORCE MAJEURE; or (iv) any other cause for which an adjustment is provided or excluded under any other provision of this Contract or otherwise at law.
- (b) An adjustment pursuant to paragraph (a) 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 applicable act or omission claimed; 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 and in no event later than 30 days after such termination. Such claim shall be accompanied by appropriate documentation, specifically identifying and supporting the nature and extent of the claimed impact upon the cost and/or time required for performance; except that, in any instance in which it is not reasonably practical for the Contractor to fully determine or project such impact within such 30 day period, the claim shall be accompanied by such supporting documentation as is then reasonably available to the Contractor as well as the anticipated time frame in which the Contractor projects to provide the additional materials. The Contracting Officer shall maintain the right throughout the process to request the preparation and/or submission of such additional materials as it shall reasonably require in consideration of the claim and shall be under no obligation to conclude its consideration of the claim prior to receipt and review of all relevant materials. Any adjustment to the contract price pursuant to this Article must be agreed upon or otherwise determined prior to Final Payment

5. NOTICE TO THE AUTHORITY OF LABOR DISPUTES

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

CHAPTER III – ACCEPTANCE/INSPECTIONS/DEFICIENCIES

1. INSPECTION OF SERVICES

- (a) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the Services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and in the manner and in accordance with the time periods set forth in the provisions of the AUDIT AND INSPECTION OF RECORDS article of the Contract.
- (b) The Authority has the right to inspect and test all Services called for by this Contract, at all times and places reasonably practicable during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- (c) 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, without cost, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- (d) If any of the Services performed do not conform to contract requirements, the Authority may require the Contractor to perform the Services again in conformity with contract requirements, without additional cost. When the defects in performance cannot reasonably be corrected by such further performance, the Authority may:
 - (1) Direct the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and/or
 - (2) Reduce the contract price to reflect the reduced value of the Services performed.
- (e) If the Contractor fails to comply with the provisions of paragraph (d), the Authority may:
 - (1) By contract or otherwise, perform the Services and charge to the Contractor any cost thereby incurred by the Authority; and/ or
 - (2) In the event that the Contracting Officer deems such failure to comply a material breach, terminate the Contract for default.
- (f) Nothing contained herein shall be deemed to preclude the Contracting Officer from implementing a price reduction arising from the reduced value to the Authority of Services ultimately corrected in conformity with the contract requirements for the period of their non-conformity.

2. INSPECTION OF SUPPLIES

- (a) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering Supplies under this Contract and shall tender to the Authority for Acceptance only Supplies that have been inspected in accordance with the inspection system and found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing the nature and result of all inspections. These records shall be made available to the Authority during the term of the Contract and thereafter in accordance with the provisions of the AUDIT AND

INSPECTION OF RECORDS article of the Contract. The Authority may perform reviews and evaluations as reasonably necessary to ascertain compliance with this Article. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of its obligations under the Contract.

- (b) 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/or test nor shall the Authority's failure to perform any inspection or test relieve the Contractor of any obligation under the Contract.
- (c) If the Authority performs inspection(s) or test(s) on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional cost, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (d) When Supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor any additional associated cost. 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.

3. ACCEPTANCE OF SUPPLIES

- (a) The Authority shall accept or reject tendered Supplies as promptly as practicable after delivery, unless otherwise provided in the Contract. In no event shall a failure of the Authority to inspect and/or accept or reject the Supplies relieve the Contractor from responsibility, nor impose liability upon the Authority, for nonconforming supplies.
- (b) Acceptance by the Authority shall be deemed conclusive, except for latent defects, fraud, willful misconduct or as otherwise provided in the Contract. In such instances, the Authority, in addition to any other rights and remedies provided by law, or under other provisions of this Contract, shall have the right:
 - (1) To direct the contractor, at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or, if so determined by the Contracting Officer, at the Contractor's facility, and in accordance with a reasonable delivery schedule as may be agreed upon between the parties; provided, that the Contracting Officer may effectuate an adjustment reducing the 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, effectuate an appropriate price adjustment, reducing the contract price, 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 associated costs of transportation.

4. NEW MATERIAL [SUPPLIES]

Unless this Contract specifies otherwise, the Contractor represents that any supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Contract, the Contractor believes that furnishing supplies or components 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 the proposed price reduction, if any, in the event the Contracting Officer agrees to authorize the use of such supplies or components. The Contracting Officer's determination with respect to whether to so authorize the use of such supplies or components shall be final and binding and not subject to further review pursuant to the provisions of the DISPUTES article of the Contract or otherwise.

5. CORRECTION OF DEFICIENCIES & WARRANTY

- (a) Notwithstanding anything to the contrary otherwise set forth in this Contract, all workmanship, parts and materials furnished for all the Work shall be unconditionally warranted against failures or defects for a period of one (1) year after the item supplied is accepted, or placed in service, by the Authority, whichever is earlier. The Contractor shall accept the Authority's records with respect to the date the item was placed in service.
- (b) In the event that any Work covered by the warranty provisions fails during the warranty period, the Contractor shall repair or replace the work within ten (10) business days without cost or expense to the Authority.
- (c) The warranty will not apply to the extent that such failure is caused by user abuse.
- (d) Should the Contractor shall fail to repair or replace any part or do any Work in accordance with the terms of the warranty, or if immediate replacement or Work is necessary to maintain operation of the item supplied, the Authority shall have the right to cause such replacement to be made, utilizing its own forces and/or those of third parties as the Authority shall reasonably deem appropriate, such work being at the expense of the Contractor.
- (e) Each piece of equipment, component or part thereof that is replaced, repaired, adjusted or serviced in any manner under the terms of warranty by the Contractor during the warranty period shall be reported to the Contracting Officer on forms supplied by the Authority. Each report shall indicate in detail all repairs, adjustments and servicing to each and every component, unit or parts thereof.
- (f) Any warranty or retrofit work shall be accomplished with minimum disruption to Authority operations and its maintenance and service facilities. The Authority shall at its sole discretion determine the availability of facilities for warranty or retrofit work.
- (g) The Contractor shall make available adequate service facilities, including spare parts, for all the items supplied. Trained technical service personnel shall be available to the Authority sufficient to meet its warranty obligations.
 - (1) The Contractor shall provide field service representatives who are competent and fully qualified in the maintenance and operation of the supplied items. These field service representatives shall assist the Authority in overcoming any difficulties in the

operation or maintenance of the items supplied. They shall further serve as on-site representatives of the Contractor for any component failure claims or warranty claims against the Contract.

- (2) During the warranty period, a field service representative shall be available within 24 hours.

- (h) The rights of the Authority set forth in this Article shall be in addition to those set forth elsewhere in this Contract or otherwise at law or equity.

6. FIRST ARTICLE INSPECTION – NOT USED

7. F.O.B. DESTINATION

- (a) Unless otherwise specified, the Contractor shall furnish all supplies to be delivered under this Contract "f.o.b. destination". As used herein, "f.o.b. destination" means:
 - (1) Free of expense to WMATA on board the carrier's conveyance, at a specified delivery point where 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 a 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.

8. QUALITY ASSURANCE/QUALITY CONTROL

The Contractor shall be responsible for quality assurance and for assuring that the Work conforms to the requirements of the Contract Documents. The Contractor shall maintain an effective and economical quality control program planned and developed in conjunction with other Contractor functions necessary to satisfy the Contract requirements. The quality control program shall establish and implement procedures to ensure that only acceptable Supplies or Services are tendered to the Authority for acceptance, and shall demonstrate both recognition of the quality requirements of the Contract and an organized approach to satisfy these requirements. The program shall ensure that

quality requirements are determined and satisfied throughout all phases of Contract performance, including, as applicable, design development, purchasing, fabrication, processing, assembly, inspection, testing, packaging, delivery, storage and systems check and shall provide for the early and prompt detection of actual or potential deficiencies, trends, or conditions which could result in unsatisfactory quality.

CHAPTER IV—CHANGES/ PRICING ADJUSTMENTS

1. CHANGE ORDERS

- (a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, direct and implement change orders, within the general scope of this Contract, including but not limited to one or more of the following:
 - (1) Nature and/or extent of Services to be performed or Supplies to be furnished;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); or
 - (3) Place of performance of the Services.
- (b) If, in the judgment of the Contracting Officer or as otherwise determined, 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 or not directly 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 accordingly.
- (c) In any instance where the Contractor asserts a right to an adjustment in the Contract price or time required for performance as the result of a change directed pursuant to this Article, it must submit a written claim so advising the Authority within 30 days from the date of receipt of the written order directing the change. The claim shall be accompanied by appropriate documentation, specifically identifying and supporting the nature and extent of the claimed impact upon the contract price and/or time required for performance; except that, in any instance in which it is not reasonably practical for the Contractor to fully determine or project such impact within such 30 day period, the claim shall be accompanied by such supporting documentation as is then reasonably available to the Contractor as well as the anticipated time frame in which the Contractor projects to provide the additional materials. The Contracting Officer shall maintain the right throughout the process to request the preparation and/or submission of such additional materials as it shall reasonably require in consideration of the claim and shall be under no obligation to conclude its consideration of the claim prior to receipt and review of all relevant materials. Any adjustment to the contract price pursuant to this Article must be agreed upon or otherwise determined prior to Final Payment.
- (d) If the Contractor's proposed price adjustment includes the cost of property rendered obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to the right of either party to any adjustment in price or time for performance as the result of a change implemented pursuant to this Article shall be subject to adjudication in accordance with the Disputes Article of this Contract. However, notwithstanding any such failure to agree and/or the pendency of any such dispute, the Contractor expressly acknowledges that it shall remain fully obligated to perform the Work of the Contract as so changed.
- (f) Notwithstanding any other provision of this Contract, the Contractor shall promptly notify the Contracting Officer of matters, whether implemented as a change order in accordance with this Article or otherwise, which the Contractor believes or asserts may reasonably result in either an increase or decrease in the Contract price or the time required for performance of

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

- (g) Except to the extent, if any, otherwise expressly set forth in this Contract, in no event shall the Contractor be entitled to payment for change orders, additional or extra supplies or services or other modification to any requirement or term of the Contract unless such has been authorized in writing by the Contracting Officer.

2. PRICING OF ADJUSTMENTS

- (a) The parties agree that, notwithstanding any interpretation of contract cost principles to the contrary, the Authority will not be liable for interest, however represented, on or as a part of any claim, request, bid or adjustment, including equitable adjustments, whether said claim, request, bid or adjustment, including equitable adjustments, arises under the Contract or otherwise.
- (b) As part of its bid 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 bid. 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.
- (c) The Contractor shall ensure that the substantive terms of this Article are included in all subcontracts of any tier as to which the value of the subcontracted work exceeds \$100,000.

3. ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS

- (a) Applicability. This Article shall apply to any adjustment in the price of this Contract initiated by the Contractor or the Authority
- (b) Forward Priced Adjustments. Unless waived in writing in advance by the Contracting Officer, the Contractor shall furnish to the Contracting Officer a proposed price adjustment in advance of performance of any Work for which a price adjustment is requested. The Contractor shall generate such records as are necessary to substantiate all elements of the proposed adjustment, which records shall be specifically segregated and identified in the Contractor's accounting system as being applicable to the pricing adjustment request.
- (c) Post Pricing Adjustments. This paragraph shall be applicable with respect to price adjustments which either (i) are expected to exceed \$50,000; or (ii) regardless of the value of the adjustment, arise in connection with a Contract with a base sum in excess of \$1,000,000. In addition to the records required pursuant to paragraph (b) above, 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) work claimed or determined to be related to other actual or proposed adjustments, including but not limited to, changes orders, differing site conditions, and the like. The accounts and records so established shall accumulate such costs under logical costs groups, such as material, labor, equipment, subcontracts, field overhead and the like. The Contractor shall record these costs on a form approved by the Contracting Officer.

- (e) Access to Records. As a condition to the Authority's obligation to consider any claim for a potential price adjustment under any provision of this Contract, the Contractor shall grant the Authority access to review and ascertain the validity of the accounting records being maintained for segregation of costs, including base cost records, and to audit any such costs as are deemed appropriate by the Contracting Officer.

- (f) Limitation on Pricing Adjustment. In the event the Contractor or any subcontractor fails to generate, maintain, or make available any records required under the Contract, and in addition to any and all additional rights to which the Authority may thereupon be entitled, the Contracting Officer shall determine whether such failure is willful, deliberate or otherwise precipitated by bad faith on the part of the Contractor, in which event the Contractor shall not be entitled to any price adjustment for the Work in question. Where the Contracting Officer determines that the failure was not the result of the Contractor's bad faith, the Contractor Officer shall determine the reasonable 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 records of the Contractor or subcontractor made available to the Authority; and/or
 - (2) An Authority estimate as adopted or modified by the Contracting Officer.

- (a) In no event shall the Contractor and/or subcontractor be allowed any profit on claimed work for which records are not made available in accordance with its obligations under this Article and otherwise in the Contract.

- (h) Flow-down clause. The Contractor shall ensure the inclusion of all the provisions of this Article in all subcontracts issued under this Contract, modified as necessary, for proper identification of the contracting parties and the Contracting

CHAPTER V – INVOICES/PAYMENTS/ DEDUCTIONS

1. BILLING AND PAYMENT

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

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

Note: This address is only for vendor invoices. Correspondence should not be sent to this address.
- (c) Invoices shall contain the vendor 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 totals.
- (d) The Authority shall remit payment, generally within 30 days of its receipt of an invoice satisfying the requirements of paragraphs (b) and (c), at the prices stipulated in the Contract for Supplies delivered and accepted or Services rendered and accepted, less any applicable deductions.

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

With respect to any modification, change order, or otherwise, of this Contract which involves aggregate increases and/or decreases in costs plus applicable profit in excess of \$100,000, in the event that the Contracting Officer ultimately determines that any price, including profit or fee, previously negotiated in connection with any such modification was based upon cost or pricing data furnished by the Contractor (including any prospective or actual subcontractor at any tier) which was not complete,

accurate or current, such that the amount paid the Contractor for such price adjustment was thereby greater than that to which the Contractor would have been entitled based upon the submission and utilization of accurate and complete data, the Authority shall be entitled to an adjustment in an amount equal to such overpayment. The right granted the Authority hereunder shall be in addition to any other or additional rights it may have under this Contract or otherwise.

3. SUBCONTRACTOR PAYMENTS

- (a) The Contractor shall, under this Contract, establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each subcontractor for satisfactory performance of its contract, or any billable portion thereof, no later than ten (10) days from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor. The Contractor shall also release, 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) In the event of a claim by any subcontractor that the Contractor has failed to comply with the terms of this Article, the Contractor agrees to fully cooperate in any Authority investigation, and, if deemed appropriate by the Authority, to implement appropriate remedial measures to ensure future compliance.
- (d) The Contractor agrees that the Authority may provide information which the Contracting Officer deems appropriate in response to inquiries from subcontractors seeking to determine the status of Authority payments to the Contractor.
- (e) Nothing contained in this Article or elsewhere in this Contract is intended nor be deemed to create a contractual relationship between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract.

4. GARNISHMENT OF PAYMENTS

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

CHAPTER VI – CONTRACT TERMINATION/STOP WORK ORDERS/DISPUTES

1. STOP WORK ORDERS

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part of the Work for a period of up to 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a STOP WORK ORDER (“SWO”) issued under this Article. Upon receipt of the SWO, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of 90 days after an SWO 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 SWO; or
 - (2) Terminate the work covered by the SWO as provided in the TERMINATION FOR DEFAULT or TERMINATION FOR CONVENIENCE articles of this Contract, as appropriate.
- (b) If a SWO is cancelled or its initial period 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, in the judgment of the Contracting Officer or as otherwise determined:
 - (1) The SWO results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor submits a written claim for such adjustment within 30 days after the end of the period of work stoppage; provided that, at the sole discretion of the Contracting Officer, the Authority may elect to consider and act upon any such claim submitted at any time before Final Payment under this Contract.
- (c) If an SWO is not cancelled and the work covered by the Contract is terminated for the convenience of the Authority, the Contracting Officer shall allow reasonable costs, if any, resulting from the SWO in arriving at the termination settlement pursuant to the provisions of the TERMINATION FOR CONVEINENCE article of the Contract.
- (d) If an SWO is not cancelled and the work covered 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; except that, if the Contracting Officer determines that the SWO was precipitated by, or arose from, a material breach of any term or condition of this Contract on the part of the Contractor, such costs shall not be allowed and the rights and obligations of the parties shall be subject in all respects to the Termination for Default provisions of this Contract.

2. TERMINATION FOR DEFAULT

- (a) The Contractor shall be in default if it commits a breach of any of its obligations under the Contract deemed material by the Contracting Officer. Without limiting the generality of the

foregoing and in addition to those instances specifically referred to in the Contract, the Contractor shall be in default in the following circumstances:

- (1) It fails to begin, or abandons, the Work of the Contract in accordance with the contractual requirements;
 - (2) It fails to deliver the Supplies or perform the Services within the time specified in the Contract or any extension approved by the Contracting Officer;
 - (3) It fails to progress the Work in a manner deemed unreasonable or unnecessary by the Contracting Officer or so as to endanger performance of the Contract; or
 - (4) In the view of the Contracting Officer, the Contractor is willfully violating any of the provisions or obligations of the Contract or is not executing such provisions or obligations reasonably and in good faith.
- (b) In the event of a material breach by the Contractor pursuant to paragraph (a), the Contracting Officer is authorized to direct a written notice to the Contractor, specifying the nature of the breach and providing that, if the Contractor fails to cure such failure(s) within ten days (or such additional time as authorized by the Contracting Officer), the Authority shall proceed to terminate the Contract, in whole or designated part, for default in accordance with the provisions hereof (a "Notice to Cure"). Should the Contractor fail to cure the breach to the satisfaction of the Contracting Officer within the ten day period, or such additional period as may be designated in the Notice to Cure, the Authority may thereupon, immediately upon conclusion of such period or at any reasonable time thereafter, terminate the Contract, in whole or part, by written notice to the Contractor.
- (c) Upon receipt of a notice of default, the Contractor shall immediately cease performance of the Work so terminated. The Authority shall thereupon have the right to take any action necessary to complete the Work, including performing the Work itself, or contracting with another party to do so. In the event the Work is completed directly by the Authority or by a third party, the Contractor shall be liable for the additional costs and expenses necessary to complete the Work, including, without limitation, labor, materials, plant, tools, equipment, supplies and property. The costs and expenses so charged may be deducted by the Authority and paid out of any monies otherwise payable to the Contractor. Nothing contained herein shall be deemed to relieve the Contractor of its continuing obligation to perform any portion of the Work of the Contract which has not been terminated.
- (d) The Authority may, in its sole discretion, waive a default by the Contractor, but such waiver and/or failure by the Authority to take action in respect to any default shall not be deemed a waiver of any subsequent default.
- (e) Upon any termination for default, the Authority may require the Contractor to transfer title and deliver to the Authority, as directed by the Contracting Officer of (1) any completed Supplies, and (2) partially completed Supplies, components (including data and intellectual property) and contract rights that the Contractor has specifically produced or acquired for the terminated portion of this Contract. 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) Upon any termination for default, the Authority shall pay for completed Supplies delivered and accepted in accordance with the terms of the Contract, as well as actions reasonably taken by the Contractor at the direction of the Contracting Officer for the protection and preservation of property. 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 or claimed liens, or other pending or anticipated claims under the Contract.
- (g) If, at any time following the Authority's issuance of a termination for default hereunder, it is determined that the Contractor was not in default or that the default was excusable, the termination shall thereupon be deemed a termination for convenience and the rights and obligations of the parties shall be determined in accordance with the provisions of the TERMINATION FOR CONVEIENCE clause of the Contract.
- (h) Any dispute or failure of the parties to agree with respect to any issue arising under this Article shall be subject to review and adjudication in accordance with the provisions of the DISPUTES clause of the Contract relating to Disputes; except that, in no event shall the Authority's issuance of a Notice to Cure pursuant to paragraph (b) be the basis of a Dispute pursuant to the provisions of the disputes article or be otherwise subject to further review under this Contract or otherwise. Nor shall the pendency of any Dispute constitute a basis for the delay or suspension of, or otherwise affect, the right of the Authority to proceed in accordance with the provisions of this Article, including without limitation its right to complete the Work as above described, or the obligation of the Contractor to complete any portion of the Work which has not .been terminated.
- (i) The rights and remedies of the Authority in this Article are in addition to any other rights and remedies provided by law or under this Contract.

3. TERMINATION FOR CONVENIENCE

- (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) Upon receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall immediately proceed as follows:
 - (1) Stop work as specified in the Notice of Termination;
 - (2) Complete performance of the work not terminated;
 - (3) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the remaining portion of the Contract;
 - (4) Terminate all subcontracts to the extent that they relate to the work terminated;
 - (5) Assign to the Authority, as directed by the Contracting Officer, all right(s), title, and interest of the Contractor under the subcontracts terminated; in such event, the Authority shall have the right to settle or pay any termination costs arising out of the subcontracts and have no further liability to the Contractor in connection with the work which was the subject of such subcontracts;

- (6) With approval of the Contracting Officer, settle all outstanding liabilities and settlement costs arising from the termination of subcontracts;
- (7) 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.
- (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)(7); 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 such time is extended in writing by the Contracting Officer.
 - (d) As soon as reasonably practicable, and in any event not later than 20 business days following the Authority's issuance of a Notice of Termination pursuant to paragraph (a), the Contractor shall submit a proposal to the Contracting Officer in the form prescribed by the Contracting Officer detailing the costs to which it asserts entitlement pursuant to this Article. If the Contractor fails to submit the proposal within the time prescribed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor as a result of the termination and shall pay the amount determined.
 - (e) Following submission of the Contractor's proposal pursuant to paragraph (d), the parties shall seek to agree upon the whole or any part of the amount to be paid or remaining to be paid as a result of the termination. The amount may include a reasonable allowance for profit on work completed. However, in no event shall the total amount to be paid the Contractor pursuant to this Article exceed the total contract price as reduced by (1) payments previously made and (2) the contract price of the remaining work not terminated.
 - (f) If the parties fail to agree on the whole amount to be paid because of the termination, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed upon under paragraph (e):

- (1) The contract price for completed Supplies or Services accepted by the Authority (or sold or acquired under paragraph (b)(9)) not previously paid for, adjusted for any saving of freight and other charges.
- (2) The total of:
 - (i) The costs incurred prior to termination in the performance of the Work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any costs attributable to items compensated or to be paid for under sub-paragraph (f)(1);
 - (ii) The cost of settling and paying termination costs under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not excluded in sub-paragraph (f)(2)(i); and
 - (iii) A sum, representing profit on the items described in sub-paragraph (f)(2)(i) 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 sub-paragraph and shall reduce the settlement to reflect the projected rate of loss.
- (3) The reasonable indirect costs of settlement of the work terminated, including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f), the fair value, as determined by the Contracting Officer, of property that is unavailable or damaged so as to become undeliverable to the Authority or to a third party.
- (h) 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 Article.
- (i) The Contractor shall have the right of appeal, under the DISPUTES Article, from any determination made by the Contracting Officer under paragraphs (d) or (f), except that a failure on the part of the Contractor to submit the termination settlement proposal within the time provided in paragraph (d), or timely request an extension thereof, shall constitute a waiver of its right to appeal the determination of the Contracting Officer pursuant to the Disputes Article or any otherwise applicable contractual, legal or equitable remedy.

- (j) In determining any sum due the Contractor under this Article, there shall be deducted:
 - (1) All un-liquidated advances or other payments to the Contractor under the terminated portion of the Contract;
 - (2) The value, as determined or reasonably projected by the Contracting Officer, of any claim which the Authority has against the Contractor under this Contract, including any third-party claim as to which the Contracting Officer is not satisfied that sufficient insurance coverage is in place; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other items procured by the Contractor or sold under the provisions of this Article and not recovered by or credited to the Authority.

- (k) If the termination is partial and the Contractor asserts that the partial termination has rendered enforcement of the remainder of the Contract at the remaining Contract price inequitable, the Contractor may file a proposal with the Contracting Officer for an adjustment of the price(s) of the continued portion of the Contract, which proposal shall be submitted within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer, and shall be accompanied by appropriate supporting documentation of the claimed inequity.

- (l) The Contractor's responsibilities and obligations under this Article shall apply and remain in full force and effect notwithstanding the pendency of any dispute or other delay relating to determination of the appropriate price adjustment or any other issue arising from the termination for convenience.

- (m) Unless otherwise provided in this Contract or by statute, the Contractor and all subcontractors whose work is encompassed in the termination settlement shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the 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.

4. 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) Any attempt to transfer by assignment not authorized by the Contracting Officer hereunder shall constitute a material breach of the Contract on the part of the Contractor and the Authority may thereupon terminate the Contract in accordance with the TERMINATION FOR DEFAULT provisions set forth in the Contract.
- (c) Nothing contained herein shall be deemed to preclude the Contractor's assignment of claims for monies due or to be become due the Contractor under this Contract to a bank, trust company or other financing institution, including any Federal lending agency, upon written notice of such assignment to the Authority.

5. 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 should 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 Article, 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 Article does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in the Contract, however, shall be construed as making final the decisions of the Board of Directors or its representative on a question of law.

CHAPTER VII – INDEMNIFICATION/INSURANCE/RISK OF LOSS

1. INDEMNIFICATION

1. 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.

2. 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; provided, however, that the foregoing indemnity does not apply to loss or damage due to preexisting conditions, whether known or unknown.

3. 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.

4. 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.

2. INSURANCE REQUIREMENTS

The following outlines the minimum insurance coverages and limits of insurance for those coverages that Contractor will be required to purchase and maintain. Contractor shall procure, at its sole cost and expense, the minimum required insurance as follows:

General Insurance Requirements

- 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, and continuing through the completion of all work including any and all punch list and warranty work, without interruption.
- 2) The insurance coverage and limits of insurance outlined herein 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) required by these Minimum Insurance Requirements, including all endorsement(s), within 5 business days of such request.
- 4) Receipt, review and communications regarding Certificates of Insurance (COI), Insurance Policy(s), endorsements or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by WMATA.
- 5) Insurance Policies must be written on admitted paper, (unless otherwise indicated herein) with insurance companies having an A. M. Best rating of at least A- VII.
- 6) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 7) Any insurance policy utilizing a Self-Insured Retention (SIR) requires written approval from WMATA.
- 8) Contractor is required to incorporate these Minimum Insurance Requirements into contract requirements of all Sub-contractors of every tier. Contractor, at its sole peril, may amend the insurance for its Sub-contractors, but doing so does not relieve Contractor from its respective liability to WMATA.
- 9) Compliance with these Minimum Insurance Requirements does not relieve Contractor from its respective liability to WMATA, even if that liability exceeds the minimum insurance requirements.

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.

Commercial General Liability

Required Minimum Limits of Coverage:

\$5,000,000	Each Occurrence Limit
\$10,000,000	General Aggregate Limit
\$5,000,000	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” Section below. Commercial General Liability and umbrella/excess liability forms must provide defense coverage for additional insureds. 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.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the “Waiver of Subrogation” Section below.
- 5) The definition of “Insured Contract” shall be modified to provide coverage for contractual liability for 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 Liability and Umbrella/Excess Liability 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.

Business Auto Liability

Required Minimum Limits of Coverage:

\$2,000,000	Combined Single Limit
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Required Minimum Coverage(s):

- 1) Business Auto Liability shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA’s sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the “Additional Insured” Section below.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the “Waiver of Subrogation” Section below.
- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a Primary Business Auto Liability policy and an umbrella/excess liability policy provided that the umbrella/excess liability policy complies with items 1 through 3 above.

Railroad Protective Liability Insurance (RRP)

For work within 50 feet of WMATA railroad tracks or work within WMATA rail stations, Railroad Protective Liability Insurance is required with the following minimum limits of coverage:

\$5,000,000	Each Occurrence Limit
\$10,000,000	Aggregate Limit

Required Minimum Coverage(s):

- 1) Railroad Protective Liability (RRP) policy on a policy form that is acceptable to WMATA, issued by an insurance company that is acceptable to WMATA.
- 2) WMATA shall be the first Named Insured.
- 3) Cost of RRP shall be the sole responsibility of Contractor.
- 4) The “Wet Ink” original RRP policy shall be sent to WMATA at following address:

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

WMATA Blanket RRP Program Option

WMATA may offer to waive the requirement for the Contractor to procure RRP if 1) the work qualifies for coverage under WMATA's blanket RRP program, and 2) the Contractor prepays the RRP waiver fee which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of this Contract. Contractor shall be advised of, and pay the applicable waiver fee, or procure a standalone RRP policy on WMATA's behalf if Contractor decides against the WMATA Blanket RRP Program option.

Technology Errors and Omissions Insurance with minimum limits of \$5,000,000 per claim covering actual or alleged negligent acts, errors or omissions committed by the Contractor in the performance of activities under this agreement, regardless of the type of damages. If the insurance is on a claims made basis, Contractor shall maintain continuous insurance coverage during the term of this agreement. The policy retroactive date must coincide with or precede the effective date of Contractor's services under the agreement and shall continue until the termination of the agreement. The policy must allow for reporting of circumstances or incidents that might give rise to future claims, and an extended reporting period of at least one year must be purchased in the event ongoing coverage is not maintained.

Network Security & Privacy liability coverage providing protection against liability for privacy breaches, system breach, denial or loss of service introduction, implantation, or spread of malicious software code and unauthorized access to or use of computer systems with minimum limits of \$5,000,000 each claim.

Additional Insured(s)

Contractor and Sub-contractors of every tier are required to add WMATA and WMATA Board of Directors as additional insured(s) on all insurance policies purchased by Contractor and Sub-contractors of every tier, including excess liability policy(s), with the exception 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, including coverage afforded to WMATA as an additional insured by Sub-contractors, and from other third parties.
- 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(s) where the contract scope of work takes place.
- 4) 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.

Waiver of Subrogation

Contractor and Sub-contractors of every tier are required to have all insurance policies required under these Minimum Insurance Requirements endorsed to waive the respective insurance company's rights of recovery against WMATA, and the WMATA Board of Directors.

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

Certificate of Insurance (COI)

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

The certificate holder box should read:

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

Additionally;

- 1) Proposed material modifications to 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.
- 2) WMATA's receipt of copies of any COI, policy endorsements or policies does not relieve Contractor of the obligation to remain in compliance with the requirements of this Section at all times. Contractor's failure to comply with these insurance requirements shall constitute a material breach of this Contract.
- 3) Receipt of the COI does not constitute acceptance of the insurance outlined above.

3. TITLE AND RISK OF LOSS

- (a) Unless this Contract specifically provides for earlier passage of title to deliverables (including documents, reports, and data) or other items resulting from this Contract, title shall pass to the Authority upon Acceptance, regardless of when or where the Authority takes physical possession. Risk of loss, theft, destruction of, or damage to, such deliverables or other items remains with the Contractor until the transfer of title or at the time in which the Authority takes physical possession, whichever is later.
- (b) In the event of loss or damage to any deliverable or other item of Work prior to the time at which the Authority takes physical possession, the Contractor agrees to repair or replace the loss or damage as soon as reasonably practicable so as to restore the item to the same character and condition as pre-existed the loss or damage and in accordance with all requirements of the Contract Documents without cost to the Authority; except that nothing contained herein shall be deemed to require repair or replacement by the Contractor of any loss or damage occasioned solely by the willful or negligent act(s) of the Authority.

CHAPTER VIII – INTELLECTUAL PROPERTY RIGHTS

1. 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 under this Contract. This indemnity shall not apply unless the Contractor is informed as soon as practicable by the Authority of the suit or action alleging such infringement, and is given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; 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 a court of competent jurisdiction.

2. WITHHOLD/SET-OFF

The Authority shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Authority with regard to this Contract, any other Contract with the Authority, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Authority shall exercise its set-off rights in accordance with normal practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Authority, its representatives, or the Federal Government.

SUPPLIES AND SERVICES: 80% UPON COMPLETION and 20% (BALANCE) AT FINAL ACCEPTANCE.

3. RIGHTS IN TECHNICAL DATA- GENERAL – NOT USED

4. RIGHTS IN TECHNICAL DATA – UNLIMITED

- (a) The term technical data as used in this article 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 article means computer programs, computer data bases, and documentation thereof.

- (b) The Authority or any third party designated by the Authority to assist it in the administration of this Contract or the inspection or verification of the product produced under this Contract, 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 for the 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;
 - (4) Other specifically described technical data which the parties have agreed will be furnished without restriction;
 - (5) All computer software regardless of whether it is technical data as defined in this Article, including the source code, algorithm, process, formulae, and flow charts, which is developed or materially modified by the Contractor for the Authority or for which the Authority is required by federal law or regulation to provide a royalty-free, irrevocable and nonexclusive license to the federal government.
- (c) The Authority shall have the right to use, duplicate, or disclose technical data other than 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: (i) emergency repair or overhaul, (ii) where the item or process concerned is not otherwise reasonably available to the Authority to enable timely performance of the work, or (iii) administration of this contract or the inspection or verification of the product produced under this contract where the third party has a written contract with the Authority to perform these efforts. In all cases described in this subsection, the release or disclosure outside of the Authority shall be subject to a written prohibition against further use, release or disclosure by the party receiving the technical data.
- (d) Technical data provided in accordance with the provisions of paragraph c. 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.
- (e) Where any item is purchased as a separate line item in the contract, that purchase includes all integral parts of that item, including any computer software, source codes, algorithms, processes, formulae, and flow charts. As such, the Authority has full rights to use, duplicate or disclose any or all parts of the item, including computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. Should disclosure of the computer software be required only under this paragraph, then the Contracting Officer may waive the provisions of this paragraph if he certifies in writing that

the item is commercially available from multiple sources and the product from any of those sources will be fully compatible with existing Authority property.

- (f) 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 (i) technical data and (ii) computer software covered by subsection (b) (5) now or hereafter covered by copyright.
 - (2) No such copyrighted matter shall be included in (i) technical data or (ii) computer software covered by subsection (b) (5) furnished hereunder without the written permission of the copyright owner for the Authority to use such copyrighted matter in the manner above described.
 - (3) The Contractor shall report to the Authority (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 (i) technical data or (ii) computer software covered by subsection (b)(5) provided to the Authority.
- (g) Relation to patents: Nothing contained in this Article shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
- (h) Any dispute under this Article shall be subject to the DISPUTES article of this Contract.
- (i) 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 Article and as required to be furnished by the bid schedule or the contract specification.

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

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on 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) The substance of this Article shall be included in all subcontracts.

CHAPTER IX – ADDITIONAL COVENANTS/LEGAL REQUIREMENTS

1. NONDISCRIMINATION ASSURANCE

- (a) **Nondiscrimination Assurance:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §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 Authority deems appropriate.

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

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

3. 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).

4. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS -- NOT USED

5. CONVICT LABOR

- (a) Except as provided in paragraph (b) , the Contractor shall not employ in the performance of this Contract any person undergoing a sentence of imprisonment imposed by any court of 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.

6. 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.

7. 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.

8. 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.

9. LAWS AND REGULATIONS

The Contractor shall be responsible to fully inform itself 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, the Contractor shall be responsible to obtain, at its own cost and expense, any and all licenses/permits required to transact business in any political jurisdictions to be serviced.

10. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

Not used.

11. LIVING WAGE

The Authority’s Living Wage Policy and implementing regulations apply with respect to all contracts for services (including construction) awarded in an amount that exceeds \$100,000 in a 12-month period. To the extent this Contract meets those criteria, the following requirements are applicable:

- (a) The Authority’s 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 the Authority's Living Wage Rate, effective during the time the work is performed, to all employees who perform work under this Contract;
 - (2) Include the Living Wage provision in all subcontracts 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) Certify with each monthly invoice that the Authority Living Wage Rate was paid to affected employees, or if applicable, certify prior to contract award or contract extension, if any, that one or more of the exemptions in paragraph (d) below applies.
- (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 subject to higher wage rates required federal law or collective bargaining agreements;
 - (2) Contracts or agreements for regulated utilities;
 - (3) Emergency services to prevent or respond to a disaster or imminent threat to public health and safety;
 - (4) Contractor employees who work less than full-time; and
 - (5) Contractors who employ fewer than ten 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 contract price in the amount of the increase for employees who are affected by the escalated wage.
- (f) Failure to comply with the Authority's Living Wage provisions shall result in the Authority's right to exercise available contract remedies, including contract termination and/or debarment from future contracts.

12. METRIC SYSTEM

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

13. 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 WMATA operations or contracts; or a substantial and specific danger to health, security or safety. The Contractor and its subcontractors shall notify their employees that they may make reports under this paragraph to:

- (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 WMATA, or by the federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, or with an enforcement or judicial proceeding arising from such inquiry or review;
 - (4) refused to obey an order that would violate law; or
 - (5) refused to work or authorize work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there was no reasonable alternative to refusal, there was not sufficient time to eliminate the danger in absence

of refusal and the individual, where possible, notified the Contactor 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 Article, including this paragraph (d), in its subcontracts at all tiers.
- (e) The Contractor and its subcontractors shall comply with the National Transit Systems Security Act (NTSSA), which prohibits discharging, demoting, suspending, reprimanding or in any other way discriminating against an employee as a reprisal for the employee lawfully and in good faith—
 - (1) reporting a hazardous safety or security condition;
 - (2) refusing to work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there is no reasonable alternative to refusal, there is not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, has notified the Contractor or subcontractor of the condition and of the intent to not perform work;
 - (3) refusing to authorize the use of any safety or security related equipment, track or structures, if the individual is responsible for their inspection or repair and reasonably believes they are in a hazardous safety or security condition, there is no reasonable alternative to refusal, there is not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, has notified the Contractor or subcontractor of the condition and of the intent not to authorize use of hazardous equipment or infrastructure unless corrected;
 - (4) providing information for or directly assisting in an investigation of conduct that the individual reasonably believes to be in violation of federal law regarding safety, security or fraud, waste or abuse of funds intended for safety or security;
 - (5) refusing to violate or assist in violation of federal public transportation safety or security law;
 - (6) cooperating with a safety or security investigation by the U.S. Secretary of Transportation, U.S. Secretary of Homeland Security or the National Transportation Safety Board;
 - (7) furnishing information to law enforcement agencies relating to an accident or incident resulting in damage to property, injury or death; or
 - (8) filing a complaint under the NTSSA or testifying regarding such complaint.
- (f) The Contractor shall notify the Authority of any instance, related to this Contract, of a report under sub-paragraph (e)(1) or refusal under sub-paragraphs (e)(2), (3) or (5).
- (g) The enforcement, filing and investigation of complaints, and remedies under this section shall be governed by the NTSSA, applicable federal regulations and federal law.
- (h) This Article shall be interpreted in accordance with the NTSSA. If any provision is found to be in conflict with the NTSSA, the NTSSA shall govern.

- (i) The Contractor shall include, or shall cause to be included, the substance of this Article, including this paragraph, in its subcontracts at all tiers.

14. DRUG AND ALCOHOL TESTING

Contractors who perform safety-sensitive functions shall be subject to compliance with a drug and alcohol testing program according to Federal guidelines published in FTA regulations (49 CFR Part 655).

15. EMPLOYMENT RESTRICTION WARRANTY

- (a) The Contractor warrants that it will not offer employment to, solicit or discuss the interest of prospective employment of, or otherwise engage in substantive employment-related discussions or communications with, any present or former officer or employee of the 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. Nor shall the Contractor knowingly engage in communications of the nature described above with any immediate family member or member of the household of any Authority employee during the period in which such employee is involved in any such matter of financial interest to the Contractor.
- (a) The one (1) year requirement described in paragraph (a) 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, once he/she has been made aware of the Contractor's interest, will provide the Contractor with a letter to that effect.
- (b) If a waiver is granted, or if a former employee of the Authority is eventually hired, the Contractor shall ensure that the former employee is not involved in negotiating or otherwise dealing with the Authority on any particular matter over which such employee had responsibility during his or her period of employment at Authority.
- (d) Should the Contractor fail to comply with the provisions hereof, 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 or right of the Authority 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. Any objections or appeal shall be settled in accordance with the DISPUTE provisions of this Contract.

16. 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 Article shall be strictly construed and enforced in the event of violations hereof.

- (b) Reported instances of the giving or offering to give gratuities within the context of this GRATUITIES Article 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 Article 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 Article, 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 Article 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 bidding 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; and/or
 - (5) In the event of repeated violations of this GRATUITIES Article or of gross or extreme conduct indicative of a corrupt intent to gain special advantage, by written notice to the Contractor, terminate the Contract for default in accordance with the provisions of the TERMINATION FOR DEFAULT article of 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 sub-paragraph (b)(5), 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 Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

17. 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 Authority 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 Article shall be consistent with 18 U.S.C. §431.

18. 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 the Contractor 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 Contractor 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 other and/or additional measures.
- (c) The failure of the Contractor to identify such perceived conflicts may result in the contract award being rescinded or the Contract terminated for default.

- (d) Should the Contractor identify or become aware of a conflict during the term of this Contract, 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.
- (e) If the proposed measures are not determined to be feasible or are otherwise not 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
- (f) 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 provision.
- (g) 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.

(1) If the Contractor fails to comply with the terms of this Article, 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 sub-paragraph (d)(2) , terminate the contract for default pursuant to the provisions of the TERMINATION FOR DEFAULT Article of the Contract.

(2) 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.

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

19. CONTRACTOR PERSONNEL

- (a) The Authority may direct the replacement of employees of the Contractor reasonably deemed to be unsuitable by the Contracting Officer, or whose continued participation in the Work is deemed contrary to the best interests of the Work. Except in circumstances deemed exigent by the Contracting Officer, the reason for replacement will be discussed between the Contractor and the Authority before a replacement directive is issued. Upon receipt of a written replacement directive from the Authority specifying the date by which the replacement must occur, the Contractor shall proceed with the replacement and shall do so in a manner that minimizes to the greatest extent practicable any impact upon any aspect of the Work.

- (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. Affected personnel should be advised by the Contractor that, to obtain a vendor's badge, a signed waiver to perform a background check is required.

20. FALSE STATEMENTS, CLAIMS OR SUBMISSIONS

- (a) The Contractor acknowledges its responsibility to undertaken its obligations under this publicly-funded contract with full integrity and, to that end, to take all reasonable steps to ensure that statements, claims and submissions made pursuant to the Contract are provided in good faith and with a reasonable belief as to their truthfulness, accuracy and completeness.
- (b) In the event that it is finally determined that any statement, claim, submission, or certification made by or on behalf of the Contractor pursuant to a material element of the Contract was knowingly false, fictitious or fraudulent, the Authority shall be entitled to recover from the Contractor an amount equal to not more than two times the monetary value of the benefit derived or sought to be derived by the Contractor through its false statement, claim or submission. For purposes hereof, an element of the Contract shall be deemed material if it impacted or could reasonably have been intended to impact the disposition of any claim, Dispute, proposed or implemented Change Order, proposed pricing or schedule adjustment of any nature, or other substantive issue directly affecting the rights of the parties under the Contract.
- (c) Where the Authority believes that there exist reasonable grounds to conclude that the Contractor has engaged in one or more violations of paragraph (b), it shall so notify the Contractor in writing, describing the nature of the potential violation(s). The Contractor shall thereupon have 30 days following its receipt of such notification to provide its written response. Absent resolution between the parties, the Authority shall be authorized to initiate suit in a court of competent jurisdiction, asserting the Contractor's violation(s) of paragraph (b) of this Article and the Authority's consequent entitlement to monetary relief. Claims relating to an alleged violation of this Article shall be subject exclusively to judicial adjudication and shall not be subject to the Disputes Article of this Contract or other administrative disposition, except as may be expressly agreed upon between the parties.
- (d) The rights of the Authority set forth in this Article are in addition to any such additional contractual, legal or equitable rights which may arise upon the Contractor's submission of a knowingly false claim or statement, including without limitation the Authority's right to terminate the Contract for default. Nor shall the provisions of this Article serve in any respect to limit, waive or modify any liability, civil or criminal, of the Contractor or any of its officers, agents or employees which such conduct may precipitate.

CHAPTER X – MISCELLANEOUS ADDITIONAL PROVISIONS

1. FEDERAL, STATE, AND LOCAL TAXES

- (a) Except as may be otherwise provided in this Contract, the Contract price shall be deemed to include all applicable Federal, State and Local taxes and duties.
- (b) Notwithstanding paragraph (a), 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).
- (e) As used in paragraph (b) , 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) The Contractor shall promptly notify the Contracting Officer of matters which may result in either an increase or decrease in the Contract price under this Article and shall take action with respect thereto as directed by the Contracting Officer.

2. FEDERAL/LOCAL/STATE SALES TAX

The Solicitation Instructions giving rise to award of this Contract advised of the nature and extent of the Authority’s exemption from Federal, State, District of Columbia, municipal and local taxation and, by submission of its Bid or Offer, the Contractor certified that none of the taxes as to which the Authority is exempt were included in its bid price(s) or the final Contract Price. In the event that the Authority learns that, notwithstanding this certification, 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.

3. PUBLIC COMMUNICATION

The 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 Contract without prior written consent of the Contracting Officer. The Contractor shall not publish, in print or online, any communications products such as newsletters, press releases, blogs or other communications to WMATA employees without prior written consent of the Contracting Officer. Approval of any such requests shall be at the sole discretion of WMATA.

4. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

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

5. SEVERABILITY

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

6. SURVIVAL

In addition to any provision expressly set forth as surviving the expiration or termination of this Contract, any provision of this Contract whose purpose would be defeated or rendered meaningless by the expiration or earlier termination hereof shall be deemed to survive any such expiration or termination.

7. ALL NECESSARY PROVISIONS DEEMED INCLUDED

It is the intent of the parties that each and every provision of law required to be inserted in this Contract should be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if any such provision is not inserted or is not inserted in correct form, then this contract shall be deemed amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

CHAPTER XI – FEDERAL PROVISIONS

1. NOTIFICATION OF FEDERAL PARTICIPATION

This project is being funded in whole or part with Federal funds.

2. ACCESS TO THIRD PARTY CONTRACT RECORDS

- (a) The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U. S. C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U. S. C. 5307, 5309 or 5311.
- (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. RIGHTS IN DATA AND COPYRIGHTS — FTA

- (a) The term "subject data" used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists; specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to project administration.
- (b) The following restrictions apply to all subject data first produced in the performance of this contract:
 - (1) Except for its or WMATA's own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the U.S. Government, until such time as the Government may have either released or

approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions;

- (2) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. 19.36, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for Federal Government purposes:
- (i) Any subject data developed under this contract whether or not a copyright has been obtained; and
 - (ii) Any rights of copyright to which the contractor purchases ownership with Federal assistance.
- (c) When the Federal Transit Administration (FTA) provides financial assistance for a planning, research, development, or a demonstration project, it is FTA's general intention to increase mass transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Contractor agrees that, in addition to the rights set forth in subsection (b)(2) of this clause, FTA may make available to any FTA recipient, sub-recipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this contract or a copy of the subject data first produced under this contract. If this contract is not completed for any reason whatsoever, all data developed under this contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Government may direct.
- (d) Unless prohibited by state law, the Contractor agrees to indemnify, save, and hold harmless WMATA and the Government, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify WMATA and the Government for any such liability arising out of the wrongful acts of employees or agents of WMATA and the Government.
- (e) Nothing contained in this section on rights in data shall imply a license to WMATA or the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to WMATA or the Government under any patent.
- (f) The requirements of paragraphs (b) and (c), do not apply to material furnished by the Authority to the Contractor and incorporated in the work carried out under the contract provided that the Contractor identifies the incorporated material at the time of delivery of the work.
- (g) Any dispute arising under this Article shall be subject to the Disputes article of this Contract.
- (h) Notwithstanding any other payment provision in this contract, the Contracting Officer may retain from payments due and owing the Contractor up to 10 percent (10 %) of the contract price until final delivery and acceptance of the subject data defined in this Article and as required to be furnished by the bid schedule or the contract specification.

4. BUY AMERICA ACT

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

5. CHARTER BUS REQUIREMENTS

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

6. SCHOOL BUS REQUIREMENTS

Pursuant to 49 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

7. BUS TESTING – NOT USED

8. CARGO PREFERENCE

The Contractor agrees:

- (a) To utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-

board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to WMATA (through the Contractor in the case of a subcontractor's bills-of-lading) and to the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street SW, Washington, DC 20590;

- (c) To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean liner.

9. CLEAN AIR

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U. S. C. §§ 7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- (b) Flow-down requirement. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. CLEAN WATER

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U. S. C. 1251 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Flow-down requirement. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. RECYCLED PRODUCTS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. ENERGY CONSERVATION

- (a) The Contractor agrees to comply with mandatory standards and policies relating to the energy efficiency which are contained in the applicable state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- (b) Flow-down requirement: The Contractor agrees to include the requirements of this clause in all subcontracts under this contract.

13. CHANGES TO FEDERAL REQUIREMENTS

- (a) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (14) dated October 1, 2007) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- (b) Flow-down requirement. The Contractor agrees to include this Article in each subcontract financed in whole or in part with Federal Assistance provided by FTA. It is further agreed that the Article shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14. FLY AMERICA REQUIREMENTS

- (a) The Contractor agrees to comply with 49 U. S. C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U. S. Flag carriers for U. S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U. S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.
- (b) Flow-down requirement. The Contractor agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

15. PAYMENT DEDUCTIONS - NONCOMPLIANCE WITH DBE REQUIREMENTS

- (a) For federally funded contracts that exceed \$100,000 and to which the Disadvantage Business Enterprise (DBE) Requirements (Appendix B) apply, the failure to perform in accordance with requirements of Appendix B may result in a partial or full suspension of payment, including progress payments, if applicable.
- (b) If the Contractor is found to be in noncompliance with the DBE requirements of Appendix B, the progress of the work shall also be deemed to be unsatisfactory, and an amount equal to the DBE participation in the Contract shall be retained from payment (or progress payments, if any) made to the Contractor.
- (c) If the contract value is over \$100,000, the prime contractor will be responsible for submitting a monthly report of the status of its DBE subcontractors as outlined in Appendix B to the Contracting Officer.
- (d) If the Contractor fails to submit the required monthly DBE reports, the Contracting Officer may suspend payment (or progress payments) until such time as the monthly reports are submitted and accepted by the Authority.

16. GOVERNMENT-WIDE DEBARMENT OR SUSPENSION

- (a) The Contractor is bound by its certification contained in its offer to the Authority that neither the Contractor, its principals, or affiliates, are excluded or disqualified, as defined at 49 C.F.R. 29.940 and 29.945. The certification is a material representation of fact, relied upon by the Authority in entering into this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C, throughout the term of this Contract.
- (b) Flow-down requirement. The Contractor agrees to include this requirement in all subcontracts at all tiers under this Contract.

17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- (a) The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT or FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.
- (b) Flow-down requirement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

- (a) The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- (b) Flow-down requirement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal Assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. 3801 et seq and U. S. DOT Regulations, "Program Fraud Civil

Remedies,” 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U. S. C. 5307, the Government reserves the right to impose the penalties of 18 U. S. C. 1001 and 49 U. S. C 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (c) Flow-down requirement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20. RECOVERED MATERIALS

- (a) The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U. S. C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- (b) Flow-down requirement. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

21. LOBBYING

- (a) The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any Federal officer or employee regarding the award, execution, continuation, or any similar action of any Federal grant or other activities as defined in 31 U.S.C. 1352, 49 CFR Part 19, or 49 C.F.R. Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.
- (b) Flow-down requirement. The Contractor agrees to include these requirements in all subcontracts at all tiers under this Contract.

22. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

The Contractor agrees to:

- (a) Conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), as amended by MAP-21, unless it obtains an exemption from those requirements;
- (b) Follow:
 - (1) FTA Notice, "PTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and
 - (2) All other applicable Federal guidance, and
- (c) Flow this provision down to all applicable subcontracts.

23. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552 (a). Among other things, the Contractor agrees to obtain the express consent of the federal government before the Contractor or its employees operate a system of records on behalf of the federal government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (b) The Contractor also agrees to include these requirements in each subcontract involving the administration of any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the FTA.

CHAPTER XII-WMATA POLICIES

1. SAFETY REQUIREMENTS

- (a) The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the District of Columbia, State of Maryland, Commonwealth of Virginia or political subdivision 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 employ and assign full time to the work a Safety Superintendent. The Safety Superintendent shall have specialized training and experience in construction safety supervision and have a working knowledge of all OSHA regulations. He shall have the ability to develop and conduct safety training courses. He shall be familiar with industrial hygiene equipment and testing as required for the protection of all employees. The Safety Superintendent shall be employed exclusively for the purpose of supervising the safety of persons on or about the work and the property affected thereby. The Safety Superintendent shall also be responsible for providing first aid at the site and must have a current Red Cross First Aid Certificate. If, at any time, the work site is without the services of an approved Safety Superintendent for a period of 15 calendar days or more, the work may be closed down at the discretion of the Contracting Officer. The Safety Superintendent must be acceptable to the Contracting Officer and his performance will be reviewed by the Contracting Officer on a continuing basis. If the Safety Superintendent's effectiveness is below standard, the Contractor shall provide immediate replacement at the Contracting Officer's direction. Once employed, the Safety Superintendent shall not be changed without permission of the Contracting Officer.

- (c) The contractor shall provide, at the site of the work, a first aid kit which shall be fully equipped to meet the needs of the anticipated work force.

- (d) The contractor shall follow all appropriate RAIL Operational Rules, 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.

2. PRE-EMPLOYMENT CRIMINAL BACKGROUND CHECK REQUIREMENT

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

3. WORKPLACE VIOLENCE/ZERO TOLERANCE

Pursuant to Metro Policy/Instruction 7.8.3, WMATA's Chief Procurement Officer is responsible for ensuring that all Metro contracts contain provisions that: (1) establish zero tolerance for acts and Workplace Violence for the employees of contractors and subcontractors at any tier, and (2) Provide that contractors and subcontractors will not retaliate against any of their employees or independent contractors for cooperating with investigations.



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

Sample Task Orders – Attachments D1, D2 and D3

Statement of Work – Attachment E

APPENDIX B

ATTACHMENT A

**NOTICE OF REQUIREMENTS
FOR
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

May 2015

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

~APPENDIX B~

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT:

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

2. POLICY:

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

3. CONTRACT GOAL:

A. If the bidder is not a DBE, the bidder agrees that the DBE goal for this Contract shall be met by subcontractors or by joint ventures with DBEs. The goal set forth for this Contract is established at the level of the task order, including amendment and modification to each task order. The amount of DBE participation will be determined by the dollar value of the work performed and/or supplies furnished by DBE firms as compared to the total value of all work performed and/or supplies furnished under each task order. The Contractor shall have met this goal if the Contractor's DBE participation meets or exceeds the goal established for each task order.

B. In cases where work is added to the Contract by modification such that additional DBE participation is necessary to meet this goal, the Contractor shall increase the participation of one or more firms listed on the "Schedule of DBE Participation" or submit additional DBE certified firms to meet the goal. In cases where work is deleted from the Contract, the goal shall be applicable to the new Contract amount. The Contractor shall be permitted to meet the goal by revising its DBE participation, provided, however, that the revision shall not result in DBE participation that is less than the original goal.

4. DEFINITIONS:

A. **Appendix B.** The Notice of Requirements for Disadvantaged Business Enterprise, which when attached to a solicitation, implements the DBE requirements of the Authority's DBE Program Plan in the award and administration of federally funded Authority contracts.

- B. **Certified DBE.** means a for-profit small business concern (a) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and (c) whose eligibility is evidenced by a current WMATA Certification letter, a D.C. Department of Transportation Certification letter, or a certification letter issued by the Metropolitan Washington Unified Certification Program (MWUCP).
- C. **Contractor.** One who participates, through a contract or subcontract (at any tier), in a US DOT assisted highway, transit or airport program.
- D. **DC DOT.** The District of Columbia Department of Transportation.
- F. **Good Faith Efforts.** Efforts to achieve a DBE goal or other requirements of the Authority's DBE Program Plan which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement.
- G. **Joint Venture.** An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and shares in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
- H. **Metropolitan Washington Unified Certification Program (MWUCP).** A unified certification program mandated by 49 CFR §26.81 between two federal transit recipients (WMATA and the D.C. Department of Transportation). The agreement became effective January 2005.
- I. **Pre-certification.** A requirement under 49 CFR §26.81(c) that all certifications by the MWUCP be made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.
- J. **Race-conscious.** A measure or program that is focused specifically on assisting only DBEs, including women-owned DBEs.
- K. **Race-neutral.** A measure or program that is, or can be, used to assist all small businesses. For the purposes of the DBE program, race-neutral includes gender-neutrality.
- L. **Small Business Concern.** With respect to firms seeking to participate as DBE's in US DOT assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration implementing regulations (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).
- M. **Socially and Economically Disadvantaged Individual.** Any individual who is a citizen (or other lawfully admitted permanent resident) of the United States and who the Authority finds to be a socially and economically disadvantaged individual on a case-by-case basis, and any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged.

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

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

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

- A. When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted towards the DBE goal.
 - (1) This amount includes the entire amount of that portion of a construction contract that is performed by the DBE's own forces. This amount includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE

(except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

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

contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.

- (2) The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers, it employs.
- (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- (5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- (6) The lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the terms of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

E. The following factors will be used to count expenditures with DBEs for materials or supplies towards the DBE goal:

- (1) If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will be counted towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the contract.
- (2) If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will be counted towards the DBE goal. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if this person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by long-term lease agreement and not on an ad hoc or contract-by-contract

basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, may be counted towards the DBE goal, provided the fees are reasonable and are not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves may not be counted towards the DBE goal.
- F. All DBE firms must be pre-certified. Participation by a firm that is not currently certified as a DBE by the Authority at the time of the due date for bids or offers on a contract, does not count towards the DBE goal. All DBE firms must be in compliance with 49 CFR, Part 26.
- G. The dollar value of work performed under the contract by a firm who has been decertified as a DBE by the MWUCP does not count towards the DBE goal.
- H. The participation of a DBE subcontractor does not count towards the Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

6. BID AND REQUIREMENTS (WITH THE BID):

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

- A. Completed "Schedule of DBE Participation" (Attachment B-1) sufficient to meet the above goal. If the bidder is a DBE firm and intends to satisfy the appropriate DBE requirement with its own firm, it must indicate in the Schedule the area of work and percentage it will perform to satisfy the goal. All bidders must attach current WMATA, DC DOT or MWUCP certification letters for each DBE listed on the Schedule.
- B. Executed "Letters of Intent to Perform as a Subcontractor/Joint Venture" (Attachment B-2). If the bidder is not a DBE or intends to satisfy the requirements through other DBE firms, then it must attach these letters from each certified DBE listed on the Schedule.
- C. Justification for grant of relief (Appendix B waiver of DBE goal). If in the submittal of its bid, the bidder fails to meet the DBE goal above, the bidder has the burden of furnishing sufficient documentation with its bid of its "good faith efforts" to justify a grant of relief (waiver) from the goal or portion of the goal. Such justification shall be in the form of a detailed report. The following is a list of actions which shall be considered as part of the bidder's good faith efforts to obtain DBE participation. This list is neither a mandatory checklist nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4)
 - (a) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. "DBE Unavailability Certifications" (Attachment B-3) shall be completed as appropriate.
 - (b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the contract goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

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

7. BID REQUIREMENTS (APPARENT SUCCESSFUL BIDDER):

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

- A. A copy of a current WMATA, D.C. DOT or MWUCP certification letter(s) shall be attached to the DBE Schedule of Participation to evidence DBE pre-certification.
- B. DBE Manufacturer's Affidavit, if applicable, must be submitted in order to receive 100 percent of the allowable credit for expenditures to DBE manufacturers/suppliers (Attachment B-4). By submission of this Affidavit, the bidder certifies this it is satisfied that the manufacturer meets the requirements of 49 CFR Part 26.
- C. Schedule B Information for Determining Joint Venture Eligibility, if applicable (Attachment B-5, pgs. 1, 2, 3, 4). Submittal shall be signed by all parties, dated and notarized.
- D. Copy of Joint Venture Agreement, if applicable. Submittal shall be signed by all parties, dated and notarized.
- E. Certification letter of the DBE regular dealer/supplier, if applicable. If the bidder wants to receive the maximum allowable credit of its expenditures for material(s) or supplies required under this Contract, from DBE regular dealers/suppliers, the DBE must submit a signed and notarized statement on their letterhead, that they are a regular dealer of the material(s) or supplies. By submission of this statement, the bidder certifies that it is satisfied that the subcontractor is a regular dealer/supplier that meets the requirements of 49 CFR Part 26.
- F. For Design-Build contracts, if a DBE goal is specified in Section 00872, DBE GOAL REQUIREMENTS, the bidder shall submit with its initial Bid a list of DBE-certified firms that it intends to enter into subcontract agreements with for this Contract. If no goal is specified in Section 00872 of the solicitation and the offeror still intends to utilize DBEs in the performance of this Contract, the offeror shall submit with its initial Bid a list of those DBE-certified firms. The documentation requirements of Section 00453 of the solicitation shall be completed and submitted at the time set forth for the submittal of Best and Final Offer (BAFO) to the Authority for any Contract in which a DBE goal is applicable or for any Contract in which there was no goal established, but the bidder identified DBE-certified firms that it intends to enter into subcontract agreements with in its initial Bid. Any offeror who fails to complete and return the following information, if applicable, with their BAFO Bid may be deemed to be not responsible and may be ineligible for contract award. Offerors that fail to meet the

DBE goal, if any, specified in Section 00872 and fail to demonstrate a good faith effort and to justify waiver of the DBE goal may be deemed to be not responsible and may be ineligible for contract award.

8. CONTRACT ADMINISTRATION REQUIREMENTS:

The following requirements apply after contract award:

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

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the Buyer deems appropriate.”

- B. (1) The Contractor shall monitor the performance of, collect and report data on DBE participation to the WMATA’s DBE office on the attached “Prompt Payment Report-Prime Contractor’s Report” (Attachment B-6) which shall be submitted monthly with each payment request. Failure to submit these reports may result in suspension of contract payments. The Contractor shall certify with each payment request that payment has been or will be made to all subcontractors due payment, within ten (10) days after receipt of payment from the Authority for work by that subcontractor. The Contractor shall inform the COR or COTR, with their payment request, of any situation in which scheduled subcontractor payments have not been made and the reason therefore.

- (2) The Contractor shall require each sub-contractor to complete and forward to the DBE Liaison Officer on a monthly basis a “Prompt Payment Report-Subcontractor’s Report” (Attachment B-7). The sub-contractor shall certify that payment has been received.

- C. The Contractor shall have a continuing obligation to maintain a schedule for participation by DBE contractor(s) to meet its goal set forth above in this Appendix. The Contractor shall not have work performed nor the materials or supplies furnished by any individual or firm other than those named in the “Schedule of DBE Participation.” If at any time, the Contractor believes or has reason to believe that it needs to obtain a substitute for a DBE contractor named in the “Schedule of DBE Participation”, the Contractor shall, within ten (10) days, notify the contracting officer and the DBE office of that fact in writing. Situations which may warrant substitution for a DBE firm include, but are not limited to the following:

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

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

Within 30 days thereafter, the Contractor shall, if necessary to achieve the Appendix B goal, make every reasonable effort to subcontract the same or other work equivalent in value to other certified DBE firms. The Contractor must have the prior written approval of the contracting officer and the DBE office before substitution for a DBE subcontractor, regardless of the reason for substitution. Failure to obtain Authority approval could result in the Authority declaring the Contractor ineligible to receive further Authority contracts for three years from the date of the finding.

- D. The contractor shall forward copies of all subcontracts to the DBE office at the time of their execution.
- E. If the contracting officer or other delegated authority's representative determines that the Contractor has failed to comply with this Appendix B, he/she will notify the Contractor of such non-compliance and the action to be taken. The Contractor shall, after receipt of such notice, take corrective action. If the Contractor fails or refuses to comply promptly, the contracting officer or other delegated authority's representative may issue a "stop work order" stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. When the Authority proceeds with such formal actions, it has the burden of proving that the Contractor has not met the requirements of this Appendix, but the Contractor's failure to meet its Appendix B goal shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this Appendix. Where the Contractor, after exhausting all its administrative and legal remedies and procedures is found to have failed to exert a "good faith effort" to involve DBE's in the work as herein provided, the Authority may declare the Contractor ineligible to receive further Authority contracts for three years from the date of the finding.

- F. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the Authority which are necessary to determine the extent of the Contractor's compliance with this Appendix.
- G. The Contractor shall keep records and documents for two years following performance of this Contract to indicate compliance with this Appendix. These records and documents, or copies thereof, shall be made available at reasonable times and places for inspection by any authorized representative of the Authority and will be submitted upon request together with any other compliance information which such representative may require.
- H. If the Authority, the FTA or the US DOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements regarding the DBE Program, the matter shall be referred to the WMATA's DBE office.
- I. Failure by the Contractor to carry out the requirements of this Appendix is a material breach of this Contract, which may result in the termination of this Contract under the Default provision of this Contract or such other remedy as the Authority deems appropriate.

SUMMARY OF SUBMITTALS

With the Bid

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

Bid Requirements (Apparent Successful Bidder)

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

After Contract Award

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

**SUBMIT WITH BID
SCHEDULE OF DBE PARTICIPATION**

Contract No. _____

Project Name _____

Name of Bidder

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

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

_____ Signature of Contractor Representative

_____ Title

_____ Date

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Contract Number: _____

Project Name: _____

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

TO: _____
(Name of Bidder)

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

_____ an individual _____ a corporation
_____ a partnership _____ a joint venture

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

at the following price: \$

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

Name of DBE Subcontractor/Joint Venture

Phone Number

Address

WMATA Vendor ID #/DBE Cert. #

Signature & Title

Date

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

To: _____
(Name of DBE)

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

WORK ITEMS	PROJECTED DBE COMMENCEMENT DATE	PROJECTED DBE COMPLETION DATE
_____	_____	_____

(Date)

(Name of Prime Contractor &
Acceptance Signature)

SUBMIT WITH BID

DBE UNAVAILABILITY CERTIFICATION

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

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

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

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

Signature: _____

Date: _____

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

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

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

(Signature of DBE Contractor)

(Title)

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DBE Certification Instructions

Important Notice

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

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

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

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

Instructions

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

General (All firms must submit documents under General)

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

Corporations

- Articles of Incorporation
- By-Laws
- Stock Ownership Options
- Copy of Stock Certifications of Each Holder
- Copy of Voting Rights
- Record of First Organizational Meeting

Partnerships

- Partnership Agreement

Proprietorships

IRS Employer ID Number
WMATA Vendor ID#

Limited Liability Companies

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

Change of Status Review

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

Affidavit Enclosure

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

DBE MANUFACTURER'S AFFIDAVIT

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

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

Equipment

Type Function Model Age Make

Number of employees involved in the manufacturing process: _____

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

Signature of Affiant Printed Name

Date: _____ State: _____ County: _____

On this _____ day of _____, 19____

before me appeared _____
(Name)

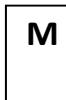
to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by _____
(Name of Firm)

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

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

Commission Expires: _____

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Information For Determining Joint Venture Eligibility

Page 1

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

Contact Person: _____ Telephone: _____

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

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

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: DBE. Non-Minority.

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

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: DBE. Non-Minority.

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

Describe the nature of the Joint Venture business:

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

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

Information For Determining Joint Venture Eligibility

.....

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

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

TOTALS:

.....

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

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

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

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

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

3. Supervision of field operations:

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

.....

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Information For Determining Joint Venture Eligibility

Page 3

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

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

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

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

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

.....
23.29 (10/99)



Information For Determining Joint Venture Eligibility

Page 4

.....

Date: _____ State: _____ County: _____

On this _____ day of _____, 19_____,

before me appeared _____

(Name)

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

(Name of Firm)

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

(Seal)

Sworn and subscribed before me _____

(Notary Public)

Commission Expires: _____

.....

Date: _____ State: _____ County: _____

On this _____ day of _____, 19_____,

before me appeared _____

(Name)

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

(Name of Firm)

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

(Seal)

Sworn and subscribed before me _____

(Notary Public)

Commission Expires: _____

.....

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Washington Metropolitan Area Transit Authority

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
 MONTHLY PROMPT PAYMENT REPORT

PRIME – CONTRACTOR’S REPORT

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

Contract No.: _____ Reporting Period: _____

Name of Prime Contractor: _____ DBE – Yes or No

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

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

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

By: _____ Title: _____ Date: _____

Washington Metropolitan Area Transit Authority

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
 MONTHLY PROMPT PAYMENT REPORT

SUBCONTRACTOR'S REPORT

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

Contract No.: _____ Reporting Period: _____

Name of Subcontractor: _____ DBE – Yes or No

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

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

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

By: _____ Title: _____ Date: _____

APPENDIX B-1

ATTACHMENT A
NOTICE OF REQUIREMENTS
FOR
SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

May 2015

~Applies only if proposal price is \$500,000 or less.

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

SMALL BUSINESS PROGRAM POLICY

It is the policy of the Authority (WMATA), the Federal Transit Administration (FTA), and US Department of Transportation (USDOT) to foster small business participation in federally funded contracts. In order to facilitate competition and maximize participation by small businesses, the Authority will assign small business participation within the established threshold on a contract-by-contract basis on USDOT assisted construction and on non-construction procurements (i.e., contracts for services, supplies and equipment have a total value not to exceed five hundred thousand dollars (\$500,000.00). The threshold may be satisfied by utilizing one or more small business concerns as Primes or Subcontractors or Suppliers of goods and services provided that the small business performs a minimum of fifty-one percent (51%) of the tasks pursuant to the awarded contract. The Contractor hereby agrees to carry out this policy in the award and administration of subcontracts to the fullest extent possible consistent with efficient Contract performance. Refer to Appendix B-1 for more detail on the SBE Program.

QUALIFICATIONS

- (a) A firm that is currently WMATA DBE certified under the Metropolitan Washington Unified Certification Program will automatically be certified as SBE. All other firms that meet the eligibility requirements must apply to the Authority's SBE Coordinator in the WMATA's DBE Program Office (DBEPO) for SBE status. All SBE certified firms will appear in the online WMATA SBE Directory.
- (b) A firm must be a small business as defined by the U.S. Small Business Administration (SBA) by applying current SBA business size standards found in 13 CFR Part 121 that are applicable to the type of work the firm seeks to perform in USDOT-assisted contracts.
- (c) The firm's average gross receipts cannot exceed the overall USDOT size standard for a small business (\$23.98 million averaged over the three previous fiscal years or part of year which the business has been in existence). Set forth in 49 CFR 26.65.
- (d) At least 51% of the firm's ownership must be held by individuals who meet the personal net worth (PNW) cap of \$1.32 million as prescribed by 49 CFR 26.67.
- (e) A firm must be organized for profit in order to be eligible for SBE certification.
- (f) The 51% owner must be a U.S. Citizen or Permanent Resident.
- (g) **Each firm must be qualified as a SBE before the solicitation process. Proposals and bids will not be accepted from non-SBE qualified firms.**

CERTIFICATIONS

- (a) Each certified SBE firm that is a Non-DBE firm must annually submit an affidavit to the WMATA DBEPO affirming its continued eligibility to participate in the SBE program. SBE/DBE firms do not have to submit an affidavit annually as long as they stay in DBE compliance.

- (b) A firm seeking SBE certification and/or annual renewal must cooperate fully with WMATA DBEO's requests for information relevant to the certification and annual renewal process. Failure or refusal to provide such information may result in the denial or removal of certification.

The SBE firm is responsible for listing the North American Industry Classification System (NAICS) Code(s) that is/are the primary activities of the business and ensuring the NAICS Code(s) have been approved by WMATA's SBE Coordinator.

Each SBE firm shall complete and adhere to all requirements in Appendix B-1.

~ **APPENDIX B-1**

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

1. SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENT:

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

2. POLICY:

It is the policy of the Authority (WMATA), the Federal Transit Administration (FTA), and USDOT to foster small business participation in federally funded contracts. In order to facilitate competition and maximize participation by small businesses, WMATA will assign small business participation within the established threshold on a contract-by-contract basis on USDOT assisted construction contracts and on non-construction procurements (i.e., contracts for services, supplies and equipment having a total value not to exceed \$500,000). The threshold may be satisfied by utilizing one or more small business concerns as Primes or Subcontractors or Suppliers of goods and services provided that the small business performs a minimum of 51% of the tasks pursuant to the awarded contract. The Contractor hereby agrees to carry out this policy in the award and administration of subcontracts to the fullest extent possible consistent with efficient Contract performance.

3. DEFINITIONS:

- A. **Appendix B-1.** The Notice of Requirements for Small Business Enterprise Program, which when attached to a solicitation, implements the SBE requirements of the Authority's DBE Program Plan in the award and administration of federally funded Authority contracts.
- B. **Certified SBE.** Is a for-profit small business concern (a) that is at least 51 percent owned by one or more individuals who are economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; (b) whose management and daily business operations are controlled by one or more of the economically disadvantaged individuals who own it; and (c) whose eligibility is evidenced by a current MWUCP (WMATA or D.C. Department of Transportation Certification letter), or an SBE certification letter issued by WMATA's Disadvantaged Business Office.
- C. **Contractor.** One who participates, through a contract or subcontract (at any tier), in a US DOT assisted highway, transit or airport program.
- D. **Commercially Useful Function (CUF).** An SBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SBE is performing a commercially useful function, the Authority will consider the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing.
 - (1) An SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SBE participation.

- (2) If an SBE does not perform or exercise responsibility for at least 51 percent of the total cost of its contract with its own work force, or if the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work, the Authority will presume that the SBE is not performing a commercially useful function.
- E. The following factors will be used by the Authority in determining whether an SBE trucking company is performing a commercial useful function:
- (1) The SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible for on a particular contract.
 - (2) The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - (3) The SBE may lease trucks from another SBE firm, including an owner-operator who is certified as an SBE.
 - (4) The SBE may also lease trucks from a non-SBE firm, including an owner-operator. The SBE who leases trucks from a non-SBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
 - (5) The lease must indicate that the SBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the terms of the lease with the consent of the SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE.
- F. **DC DOT.** The District of Columbia Department of Transportation.
- G. **Economically Disadvantaged Individual.** Any individual who is a citizen (or other lawfully admitted permanent resident) of the United States and, in general, whose net worth is less than \$1.32 million (excluding equity in personal residence and applicant firm).
- H. **Joint Venture.** An association of an SBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the SBE is responsible for a distinct, clearly defined portion of the work of the contract and shares in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
- I. **Metropolitan Washington Unified Certification Program (MWUCP).** A unified certification program mandated by 49 CFR §26.81 between two federal transit recipients (WMATA and the D.C. Department of Transportation). The agreement became effective January 2005.
- J. **Race-conscious.** A measure or program that is focused specifically on assisting only DBEs, including women-owned DBEs.
- K. **Race-neutral.** A measure or program that is, or can be, used to assist all small businesses. For the purposes of the SBE and DBE programs, race-neutral includes gender-neutrality.
- L. **Small Business Concern.** With respect to firms seeking to participate as SBE's in US DOT assisted contracts, a small business concern as defined pursuant to Section 3 of the

Small Business Act and Small Business Administration implementing regulations (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

- M. **US DOT Assisted Contract.** Any contract between the Authority and a contractor (at any tier) funded in whole or in part with US DOT financial assistance, including letters of credit or loan guarantees.
- N. **WMATA.** Washington Metropolitan Area Transit Authority, the transit system (rail and bus) serving the metropolitan Washington area, including parts of Virginia and Maryland.

4. SOLICITATION REQUIREMENTS:

The proposer shall submit the following with its solicitation package. Any proposer/bidder who fails to complete and return this information with its solicitation package shall be deemed to be not responsive and may be ineligible for contract award. Proposers/bidders that are not SBE certified shall be deemed to be not responsible and will be ineligible for Contract award.

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

- A. A copy of a current WMATA, D.C. DOT or MWUCP certification letter(s) or SBE certification letter shall be attached to evidence SBE pre-certification. All SBE firms must be pre-certified. Participation by a firm that is not currently certified as an SBE by the Authority at the time of the due date for offers on a contract, does not count. All SBE firms must be in compliance with 49 CFR, Part 26.
- B. Information for Determining Joint Venture Eligibility, if applicable (Attachment 1, pgs. 1, 2, 3, 4). Submittal shall be signed by all parties, dated and notarized.
- C. Copy of Joint Venture Agreement, if applicable. Submittal shall be signed by all parties, dated and notarized.
- D. Completed "Schedule of Participation for SBE Contracts" (Attachment 2) identifying the area of work and percentage of contract performance for SBE prime contractor and all subcontractors. The SBE must perform, at least 51% of the total contract value, to meet the SBE contract performance requirement.
- E. Executed "Letter of Intent to Perform as Subcontractor on SBE Contract" (Attachment 3) must be submitted for all subcontractors.

5. CONTRACT ADMINISTRATION REQUIREMENTS:

The following requirements apply after contract award:

- A. The Contractor shall include the following provision in the General Provisions of each subcontract it awards:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the Buyer deems appropriate."
- B. The Contractor shall report on SBE performance on the attached, SBE Prime Contractor

Prompt Payment Report (Attachment 4) which shall be submitted monthly with each payment request. Failure to submit these report(s) may result in suspension of contract payments. The contractor shall certify with each payment request that payment has been or will be made to all subcontractors due payment, within ten (10) days after receipt of payment from the Authority for work by that subcontractor. The Contractor shall inform the COR or COTR, with their payment request, of any situation in which scheduled subcontractor payments have not been made and the reason therefore.

The Contractor shall require each subcontractor to complete and forward to the Small Business Coordinator on a monthly basis a "SBE Subcontractor Prompt Payment Report" (Attachment 5). The subcontractor shall certify that payment has been received.

- C. The Contractor must have the prior written approval of the contracting officer and the SBE office before substitution for an SBE subcontractor, regardless of the reason for substitution. Failure to obtain Authority approval could result in the Authority declaring the Contractor ineligible to receive further Authority contracts for three years from the date of the finding.
- D. The contractor shall forward copies of all subcontracts to the Small Business Coordinator at the time of their execution.
- E. If the contracting officer or other delegated authority's representative determines that the Contractor has failed to comply with this Appendix B-1, he/she will notify the Contractor of such non-compliance and the action to be taken. The Contractor shall, after receipt of such notice, take corrective action. If the Contractor fails or refuses to comply promptly, the contracting officer or other delegated authority's representative may issue a "stop work order" stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. When the Authority proceeds with such formal actions, it has the burden of proving that the Contractor has not met the requirements of this Appendix, but the Contractor's failure to meet its Appendix B-1 goal shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this Appendix.
- F. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the Authority which are necessary to determine the extent of the Contractor's compliance with this Appendix.
- G. The Contractor shall keep records and documents for three years following performance of this Contract to indicate compliance with this Appendix. These records and documents, or copies thereof, shall be made available at reasonable times and places for inspection by any authorized representative of the Authority and will be submitted upon request together with any other compliance information which such representative may require.
- H. If the Authority, the FTA or the US DOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements regarding the SBE Program, the matter shall be referred to the WMATA's DBE office.
- I. Failure by the Contractor to carry out the requirements of this Appendix is a material breach of this Contract, which may result in the termination of this Contract under the Default provision of this Contract or such other remedy as the Authority deems appropriate.

Information For Determining Joint Venture Eligibility

.....

Name and address of Joint Venture:

Contact Person: _____ Telephone: _____

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

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

.....

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: DBE Non-Minority Female Veteran.

Does firm have current WMATA, DC DOT or MWUCP DBE certification? Yes No

.....

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: DBE. Non-Minority Female Veteran.

Does firm have current WMATA, DC DOT or MWUCP DBE certification? Yes No

.....

Describe the nature of the Joint Venture business:

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

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

Information For Determining Joint Venture Eligibility

Page 2

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

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

TOTALS:

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

1. Financial decisions, such as payroll, insurance, surety and/or bonding requirements:
Name: _____ Race: _____
Title: _____ Sex: Male Female
Company affiliation: _____
2. Management decisions, such as estimating, marketing and sales, hiring and firing, purchasing supplies:
Name: _____ Race: _____
Title: _____ Sex: Male Female
Company affiliation: _____
3. Supervision of field operations:
Name: _____ Race: _____
Title: _____ Sex: Male Female
Company affiliation: _____

M

Information For Determining Joint Venture Eligibility

Page 3

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

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

It is recognized and acknowledged that the Authority's SBE Program shall have access to the information provided herein above for the purpose of establishing eligibility of the Joint Venture.

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

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



Information For Determining Joint Venture Eligibility

Page 4

.....

Date: _____ State: _____ County: _____

On this _____ day of _____, 20_____,

before me appeared _____

(Name)

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

(Name of Firm)

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

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

Commission Expires: _____

.....

Date: _____ State: _____ County: _____

this _____ day of _____, 20_____,

before me appeared _____

(Name)

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

(Name of Firm)

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

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

Commission Expires: _____

.....

SUBMIT WITH BID/PROPOSAL

SCHEDULE OF PARTICIPATION on SBE Contract

Contract No. _____

Project Name _____

Name of Bidder/Proposer

The bidder/proposer shall complete this Schedule by identifying those firms, with scope of work and price, who have agreed to perform work on this Contract. The bidder/proposer agrees to enter into a formal agreement with the firm(s) listed for the work and at, or greater than, the prices listed in this Schedule subject to award of a Contract with the Authority.

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

Signature & Title of Contractor Representative **Date**

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

TO: _____
(Name of Bidder/Proposer)

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

_____ an individual _____ a corporation
_____ a partnership _____ a joint venture

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

at the following price: \$ _____

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

_____ Name of SBE Firm's Subcontractor/Joint Venture	_____ Phone Number
_____ Address	_____ WMATA Vendor ID
_____ Signature & Title	_____ Date

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

To: _____
(Name of Subcontractor)

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

WORK ITEMS:

PROJECTED SUBCONTRACTOR COMMENCEMENT DATE:

PROJECTED SUBCONTRACTOR COMPLETION DATE:

(Name of Prime Contractor & Acceptance Signature) _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT RFP FQ16045
Washington Metropolitan Area Transit Authority (WMATA)

SMALL BUSINESS ENTERPRISE (SBE)
PRIME CONTRACTOR'S PROMPT PAYMENT REPORT

Page _____ of _____
 Reporting Period _____
 Contract Number _____

This Report is required to be submitted to the DBE Office, Attn: Coordinator, Small Business Programs, 8201 Ardwick Ardmore Road, Landover, MD 20785, pursuant to the requirements of WMATA's DBE Program Plan and 49 CFR Part 26.

Name of SBE Prime Contractor: _____

Prime Contract Amount: _____ :

Name of Sub-Contractor	SBE (Y/N)	Description of Work	Date Contract Awarded	Amount of Sub-Contractor Award	Amount Paid This Reporting Period	Cumulative Paid To Sub-Contractor

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

Signature & Title of Authorized Representative: _____ Date: _____

Washington Metropolitan Area Transit Authority (WMATA)

SMALL BUSINESS ENTERPRISE (SBE)
SUBCONTRACTOR'S PROMPT PAYMENT REPORT

Page _____ of _____
 Reporting Period _____
 Contract Number _____

This Report is required to be submitted to the DBE Office, Attn: Coordinator, Small Business Programs, 8201 Ardwick Ardmore Road, Landover, MD 20785, pursuant to the requirements of WMATA's DBE Program Plan and 49 CFR Part 26.

Subcontractor: _____

SBE Prime Contractor: _____ Subcontract Amount: _____

Description of Service/Product Performed	Invoice Date	Invoice Amount	Payment Received From Prime Contractor (<i>Check # or EFT Confirmation #</i>)	Cumulative Payments Received From Prime Contractor

I certify the information furnished with respect to payment(s) by the prime contractor for the above services/products is true and accurate to the best of my knowledge.

Signature & Title of Authorized Representative: _____ Date: _____

COMBINED GLOSSARY OF DEFINITIONS

As used throughout this Contract, except to the extent otherwise expressly specified, the following terms shall have the meanings set forth below:

Acceptance: Acknowledgment by the Authority that the supplies, services, or other Work conform to the applicable contract requirements.

Acceptance Period: The number of Days available to the Authority to award a Contract pursuant to this Invitation from the date of opening of Bids in accordance with the terms of this solicitation, during which period Bidders may not withdraw their Bids.

Agreement: The Authority's form titled "Construction Contract Form" in this Invitation for Bid (IFB) that, upon execution by the Contractor and the Authority, creates the Contract between the two parties.

Amendment: Written instructions issued prior to the date set for receipt of Proposals or Best and Final Offers to clarify, revise, add or delete requirements of the Request for Proposals.

Amendment: Written or graphic instructions issued to clarify, revise, add, or delete requirements issued prior to the Bid opening date.

Approval of a Submittal or any other item shall be solely for the purpose of establishing conformance to the Contract Documents.

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

Article: One of the provisions of this Contract, each identified separately by number and title, which may contain subdivisions denominated as Paragraphs and Subparagraphs. ¶

As shown, as indicated, as detailed or words of similar import: Shall be understood to mean that the reference is made to the Contract Documents.

As specified, as described, or words of similar import: Shall be understood to mean that the reference is made to the Contract Documents.

Authority or WMATA or Metro: The Washington Metropolitan Area Transit Authority, created effective February 20, 1967, by Interstate Compact by and between Maryland, Virginia and the District of Columbia pursuant to Public Law 89-774, approved November 6, 1966.

Best and Final Offers: A Revision to the initial Proposal submitted at the request of the Contracting Officer, generally following Discussions, upon review of which the Authority will render a determination as to the successful Offeror for purposes of contract award.

Board of Directors: The Board of Directors of the Washington Metropolitan Area Transit Authority.

Brand name: Identification of an item or service that is produced or controlled by one or more entities, including trademarks, manufacturer names, or model names or numbers that are associated with a manufacturer.

Breach: An unexcused and unjustifiable failure or refusal of a party to satisfy one or terms of the Contract which, if material, shall constitute a basis for potential default.

Chapter: one of the eleven principal divisions of the Contract terms, each identified by separate name and roman numeral, and each containing multiple numbered Articles.

Change or Change Order: A written alteration issued, upon agreement of both parties or unilaterally by the Authority, to modify or amend the Contract, generally directing changes to the Scope of Work and/or contract terms.

Claim: A written demand or assertion by the Contractor seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms, or other relief, arising under or relating to this Contract.

Clarifications: Exchanges between the Authority and one or more Offerors of a limited nature, whereby Offerors may be given the opportunity to clarify certain aspects of their Proposals or to resolve minor irregularities, informalities or clerical errors.

Competitive Range: Those initial Proposals which are determined by the Authority to have a reasonable chance of being selected for award and which may thereupon be selected for additional negotiations or Discussions to the extent deemed appropriate by the Contracting Officer. Proposals not in the competitive range are given no further consideration.

Constructive Change: An act or omission by the Authority that, although not identified as a Change Order, does in fact cause a change to the Work of the Contract.

Contract or Agreement: The written agreement executed between the Authority and the Contractor awarded pursuant to this Solicitation and covering the Work as set forth in the Contract Documents.

Contract Administrator: the Authority representative designated to serve as its primary point of contact for pre-award activities relating to this Solicitation as well as such post-award activities as are set forth in the Contract Documents.

Contract Documents: All of the documents encompassed within and accompanying this Request for Proposals, including the Offer and Award sheets, Price Schedule, Solicitation Instructions, Representations and Certifications, General and Special Provisions, Scope of Work, Change Orders issued subsequent to award of the Contract, and the Contractor's Proposal to the extent finally accepted by the Authority. **R**

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

Contracting Officer Representative: The person to whom the Contracting Officer delegates the authority and responsibility for post award execution of the Contract. The Contracting Officer Representative is the Authority's primary point of contact with its Contractor.

Contractor: The individual, partnership, firm, corporation, or other business entity that is contractually obligated to the Authority to furnish, through itself or others, the Supplies, Services and/or construction services described in the Contract, including all incidentals which are necessary to complete the Work in accordance with the Contract.

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

Data: Recorded information, regardless of form or the media on which it may be recorded, including technical data and computer software.

Day: Calendar day, except where the term business day, work day or like term is used.

Designer: The individual, partnership, firm, corporation or other business entity that is either the Contractor, or employed or retained by the Contractor, to manage and perform the design services for the Project.

Disadvantaged Business Enterprise (“DBE”): A for-profit small business concern that has been certified by the Authority to be at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more individuals, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Descriptive literature: Information provided by an Offeror , such as cuts, illustrations, drawings, and brochures that shows a product’s characteristics or construction of a product or explains its operation. The term includes only that information needed to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

Discussions: Negotiations or exchanges relating to the Solicitation between an Offeror and the Authority that may occur after receipt of Proposals (generally after establishment of the Competitive Range) and before award, that may, at the Contracting Officer’s discretion, result in the Offeror being allowed to revise its Proposal or be followed by a request by the Contracting Officer for receipt of Best and Final Offers.

Evaluation Criteria: Those factors to be considered by the Authority, as set forth in the Solicitation Instructions accompanying this RFP, in determining the successful Proposal.

Explanation: Additional information or clarification provided by an Authority representative to one or more prospective Bidders [**Proposers**] in response to an inquiry relating to the Solicitation, which information or clarification shall be binding upon the Authority only to the extent specified in the Solicitation Instructions.

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

Final Acceptance: Final acceptance of the work occurs when the work is fully, completely, and finally accomplished in strict compliance with the contract documents to the satisfaction of the Authority.

Final Payment: The last payment to the Contractor for Work performed under the Contract, made following Final Acceptance.

Force Majeure: An unforeseen event or circumstance, beyond the control of, and not occasioned by the fault or neglect of, the Contractor (including subcontractors at any tier) or the Authority, which event gives rise to a delay in the progress or completion of the Work of the Contract, including, without limitation, acts of God, acts of war or insurrection, unusually severe weather, fires, floods, strikes, freight embargoes or other events or circumstances of like nature.

FTA: Federal Transit Administration, an agency within the United States Department of Transportation that provides financial and technical assistance to local public transit agencies.

General Conditions: A compilation of contractual and legal requirements that lists the rights, responsibilities, and relationships of the parties to a contract and defines duties and limits of authority for design professionals and construction management in performance of contract administration.

Government: The Government of the United States of America.

Industry Standards: Drawings, documents, and specifications or portions thereof published by industry organizations. Industry Standards are not Contract Documents unless specifically listed as such in a WMATA Standard Specification or WMATA Guide Specification.

Jurisdictional Authority: Refers to Federal, State, and local authorities or agencies having approval authority over work to which reference is made.

Legal Requirements: All federal, state and local laws, ordinances, rules, orders, decrees, and regulatory requirements such as: building codes, mechanical codes, electrical codes, fire codes, Americans with Disabilities Act Accessibility Guidelines (ADAAG) regulations and other regulations of any government or quasi-government entity that are applicable to the Project.

Milestone: A specified date in the Contract by which the Contractor is required to complete a designated portion or segment of the Work.

Minor Irregularity: A variation from the Solicitation contained in a Proposal that does not affect the price or other material term of the Contract and does not confer a competitive advantage or benefit not enjoyed by other Offerors or adversely impact the interests of the Authority.

Notice to Proceed: Written notice issued by the Authority establishing the date on which the Contractor may commence Work and directing the Contractor to proceed with all or a portion of the Work.

Offeror: A party submitting a Proposal in response to this Solicitation.

Option: A unilateral right in the Contract by which, for a specified time, the Authority may elect to purchase, at a predetermined specified price, additional Supplies, Services and/or Work called for by the Contract or to extend the term of the Contract.

Organizational conflict of interest: A circumstance in which, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Authority, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Paragraph: A subdivision of an Article contained in this Contract, generally introduced through a non-capitalized letter (e.g. "(a)").

Period of Performance: The time allotted in the Contract Documents for completion of the Work. The Period of Performance begins upon the effective date of the Notice to Proceed and ends on the date of Acceptance. Period of Performance incorporates the Milestones established for the Contract.

Pre-award Survey: An evaluation of a prospective Contractor's capability to perform a proposed Contract, including an assessment of matters relating to its responsibility.

Product Data: Information furnished by the Contractor to describe materials used for some portion of the Work, such as written or printed descriptions, illustrations, standard schedules, performance charts, instructions, brochures, and diagrams.

Project: The construction of the facility described in the Contract Documents.

Proposal: A submission by an Offeror to the Solicitation that, if accepted by the Authority, would bind the Offeror to perform the resultant Contract.

Punch List: Work that remains to be completed after Substantial Completion. This Work must be completed as a condition of Final Completion and Acceptance.

Records: Books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

Request for Information (RFI): The document by which the Offerors or Contractor request clarification, verification, or information concerning a portion of the RFP or the Work.

Revision: A change to a Proposal made by an Offeror, at the request of or as allowed by the Contract Administration or Contracting Officer, often as a result of Discussions. Best and Final Offers are one form of Revision.

Services: The performance of Work by a person or legal entity under contract with the Authority, including without limitation: maintenance; overhaul; repair; servicing; rehabilitation; salvage; modernization or modification of supplies, systems or equipment; routing recurring maintenance of real property; housekeeping; operation of Authority-owned equipment, facilities and systems; communication services; Architect-Engineering services; professional and consulting services; and transportation and related services.

Subparagraph: A subdivision, at any tier, of a Paragraph contained in an Article of this Contract.

Supplies: The end item(s) required to be furnished by the Contractor in fulfillment of its obligation under this Contract as well as any and all related services and required performance.

Statement of Work/Scope of Work (“SOW”). The portion of a contract or Request for Proposal that describes specifically what is to be done by the contractor. It may include specifications, performance outcomes, dates and time of performance, quality requirements, etc.

Solicitation: This Request for Proposals (RFP) and the accompanying Contract Documents.

Shop Drawings: Fabrication, erection, layout, setting, schematic, and installation drawings prepared by the Contractor for permanent structures, equipment, and systems designed by it to comply with the Contract Documents.

Similar: Generally the same but not necessarily identical; details shall be worked out in relation to location and relation to other parts of the Work.

Site: The areas that are occupied by or used by the Contractor and Subcontractors during performance of the construction of the Project as indicated in the Contract Documents.

Subcontract: An agreement between the Contractor and another party, or between other subcontractors at any tier, to perform a portion of the Work of the Contract through the acquisition of specified supplies, materials, equipment or services.

Subcontractor: An individual, firm, partnership, or corporation that has a contractual obligation with the Contractor or other Subcontractor or Supplier.

Submittal: Written or graphic document or Sample prepared for the Work by the Contractor or a Subcontractor or Supplier and submitted to the Authority by the Contractor, including Shop Drawings, Product Data, Samples, certificates, schedules of material, or other data.

Substantial Completion: Work or a portion thereof that has progressed to the point where it is sufficiently complete in accordance with the Contract Documents (including receipt of test and inspection reports) so that the Work, or a specified portion thereof, can be utilized for the purpose for which it is intended, and only incidental work remains for physical completion of the Work in accordance with the Contract Documents.

Substitution: An item offered by the Contractor of significant difference in material, equipment, or configuration, which functionally meets the requirements of the Contract Documents but is submitted in lieu of item specified therein.

Supplementary Conditions: The term Supplementary Conditions means modifications to the General Conditions for requirements unique to a specific project.

Supplier: A Subcontractor who is a manufacturer, fabricator, supplier, distributor, or vendor having a contract with the Contractor or with another Subcontractor to furnish items, materials or equipment to be utilized or incorporated in the Work of the Contract.

Utility: A public and private facility or installation, other than a WMATA system facility, which relates to (1) the conveyance and supply of water, sewage, gas, chemicals, steam, petroleum products, and other piped installations, or (2) electrical energy, telephone, telegraph communications, radio, television, and cellular or wireless communications.

Utility Standards: Drawings and specifications for Utilities published or issued by municipalities or Utility companies.

Wherever in the Contract, 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.

WMATA Safety Manual: A compilation of the appropriate safety and reporting requirements for the Project as specified in Section 00370, WMATA SAFETY AND SECURITY REQUIREMENTS.

WMATA Safety and Security Certification Program Plan: A compilation of the appropriate System safety and security certification requirements for the Project.

Work: All of the services of any kind, as well as any and all goods, supplies, equipment, labor, material, delivery and other work of any type and nature to be furnished and/or performed pursuant to a Contract awarded through this Solicitation such as to accomplish the Contract's stated objectives in a timely and fully satisfactory manner. **I,R**

**FQ16045- Unit Price Sheet
BASE YEAR 1 OF 2**

SR. NO.	DESCRIPTION	Qty	UNIT	PRICE PER UNIT	EXTENDED PRICE	SUBTOTAL	LABOR HOURS	LABOR RATE	EXT.	SUBTOTAL	TOTAL
									LABOR		
	RGS Conduit, 1 Inch to include all fittings, elbows, couplings, junction boxes and similar incidental materials - First 50 feet	1	EA								
	RGS Conduit, 1 Inch to include all fittings, elbows, couplings, junction boxes and similar incidental materials - Additional 50 feet	10	EA								
	Liquid-Tight Flexible Metal Conduit (LFMC) 3/4 Inch to include all fittings, elbows, couplings and incidental materials - Anaconda SEALTITE Type EF	1	CLF								
	Category 6 Cable - Yellow - 100' Roll	13	CLF								
	THHN Stranded Black 10 AWG	13	CLF								
	THHN Stranded White 10 AWG	13	CLF								
	THHN Stranded Green 10 AWG	13	CLF								
	Cable, Fiber Optic, Multimode, 6 Strands, Standard	35	CLF								
	Patch Cables, CAT6 - 1 ft through 20 ft	23	EA								
	606-65 4 Pair CAT 6 Protector Pack 110 in / ou; with 65V Solid State Protectors	3	EA								
	Nitek, 16 port surge protector IPPWR16		EA								
	Camera pole box with mtg hardware	2	ea								
	Communication Enclosure single	1	EA								
	Communication Enclosure Double		EA								
	Fiber Optic Patch Panel, Ortronics OR- FCO4U-C	1	EA								
	Fiber Optic Patch Panel, Ortronics, OR-615SMFC-24P		EA								
	Comnet sw CWGE2FE24MODMS										
	Camera - Fixed 5MP IP - Axis P3367-VE - 3-9mm Lens Outdoor Enclosure	10	EA								
	Axis M3007- PV camera	3	ea								
	Axis P3367-V camera	4	ea								
	Axis M5014 camera	2	EA								
	Axis Q6035-E Camera	4	ea								
	Camera - Thermal - Axis Q1922-E 19mm Outdoor		EA								
	Axis In- Ceiling kit	4	ea								
	AXIS POLE BRACKET; T91A67	2	EA								
	Axis P33-VE 3/4" NPS Adapter		EA								
	Pelco PP451 Parapet Wall-Mount	4	EA								
	Wall-Mount arm Camera-Mount-Backplate - Axis 5502-401.& 5503-131	7	EA								
	Mount-Backplate - Axis 5502-401	3	ea								
	Axis Q6000-E		EA								
	19" Equipment rack		EA								

	Ortronics Copper patch panel 96 port PSD66U96	1	EA								
	UPS, APC model SURTD3000RMXL3U		ea								
	PDU, APC Model AP9571A		EA								
	Mid Span Power injector		EA								
	Work station in Superintendent's Office		ea								
	Monitor in Superintendent's Office		ea								
	Work station in Guard Booth		ea								
	Monitor in Guard Booth		ea								
	Grounding		lot								
	Testing	1	lot								
	Metro brown color addition		ea								
	Misc pre fab cords	1	lot								
SR. NO.	DESCRIPTION	Qty	UNIT	PRICE PER UNIT	MATERIAL EXT.	SUBTOTAL	LABOR HOURS	LABOR RATE	LABOR EXT.	SUBTOTAL	TOTAL
3	Patch Cables, CAT6 - 1 ft through 20 ft	21	EA								
4	Wiring 18 AWG, Twisted Shielded Pair, Standard, 2 Pair	10	CLF								
5	CAT 6 Wiring, Standard	12	CLF								
6	Cable, Fiber Optic, Multimode, 6 Strands, Standard	8	CLF								
7	RGS Conduit, 1 Inch to include all fittings, elbows, couplings, junction boxes and similar incidental materials - First 50 feet	4	EA								
8	Seco-Larm SS-074Q (panic buttons)	1	EA								
9	Locknetics 623-GR (Push Button)	1	EA								
10	Honeywell PW6K1R1E		EA								
11	Oberthur card readers	19	EA								
12	Access Control Enclosures (including PW6K1R1E controllers)	14	EA								
13	Valcom SIP Intercom VIP-172L	1	EA								
13	HES 1006 door strike	10	EA								
14	HES 4500c-606 door strike		EA								
15											
16	RJ11 round wall plate	14	EA								
17	Federal Signal AV1-LED horn/strobe blue		EA								
18	LWMB2 wall mount for horn/strobe Federal Signal		EA								
19	Securitron 24VDC power supply BPS-24-6		EA								
20	Ortronix OR-PHD66U48 Patch panel	1	EA								
21	Sentrol 1076C (door contact)	13	EA								
	Motion Sensor GE model RCR-REX-G (white)	11	EA								
	Axis P1224-E sensor unit	1	ea								
	Axis P1224-E main unit with 32 gb card	1	ea								
	Leviton 84037-40 SS wall plate	1	ea								
	Pirrex 2x4 box	13	ea								
22	THHN Stranded Black 10 AWG	20	CLF								
23	Wiring 18 AWG, Twisted Shielded Pair, Standard, 3 Pair	5	CLF								

Printed Name

Title

Date

**FQ16045- Unit Price Sheet
BASE YEAR 2 OF 2**

SR. NO.	DESCRIPTION	Qty	UNIT	PRICE PER UNIT	EXTENDED PRICE	SUBTOTAL	LABOR HOURS	LABOR RATE	EXT.	SUBTOTAL	TOTAL
									LABOR		
	RGS Conduit, 1 Inch to include all fittings, elbows, couplings, junction boxes and similar incidental materials - First 50 feet	1	EA								
	RGS Conduit, 1 Inch to include all fittings, elbows, couplings, junction boxes and similar incidental materials - Additional 50 feet	10	EA								
	Liquid-Tight Flexible Metal Conduit (LFMC) 3/4 Inch to include all fittings, elbows, couplings and incidental materials - Anaconda SEALTITE Type EF	1	CLF								
	Category 6 Cable - Yellow - 100' Roll	13	CLF								
	THHN Stranded Black 10 AWG	13	CLF								
	THHN Stranded White 10 AWG	13	CLF								
	THHN Stranded Green 10 AWG	13	CLF								
	Cable, Fiber Optic, Multimode, 6 Strands, Standard	35	CLF								
	Patch Cables, CAT6 - 1 ft through 20 ft	23	EA								
	606-65 4 Pair CAT 6 Protector Pack 110 in / ou; with 65V Solid State Protectors	3	EA								
	Nitek, 16 port surge protector IPPWR16		EA								
	Camera pole box with mtg hardware	2	ea								
	Communication Enclosure single	1	EA								
	Communication Enclosure Double		EA								
	Fiber Optic Patch Panel, Ortronics OR- FCO4U-C	1	EA								
	Fiber Optic Patch Panel, Ortronics, OR-615SMFC-24P		EA								
	Comnet sw CWGE2FE24MODMS										
	Camera - Fixed 5MP IP - Axis P3367-VE - 3-9mm Lens Outdoor Enclosure	10	EA								
	Axis M3007- PV camera	3	ea								
	Axis P3367-V camera	4	ea								
	Axis M5014 camera	2	EA								
	Axis Q6035-E Camera	4	ea								
	Camera - Thermal - Axis Q1922-E 19mm Outdoor		EA								
	Axis In- Ceiling kit	4	ea								
	AXIS POLE BRACKET; T91A67	2	EA								
	Axis P33-VE 3/4" NPS Adapter		EA								
	Pelco PP451 Parapet Wall-Mount	4	EA								
	Wall-Mount arm Camera-Mount-Backplate - Axis 5502-401.& 5503-131	7	EA								
	Mount-Backplate - Axis 5502-401	3	ea								
	Axis Q6000-E		EA								
	19" Equipment rack		EA								

	Ortronics Copper patch panel 96 port PSD66U96	1	EA								
	UPS, APC model SURTD3000RMXL3U		ea								
	PDU, APC Model AP9571A		EA								
	Mid Span Power injector		EA								
	Work station in Superintendent's Office		ea								
	Monitor in Superintendent's Office		ea								
	Work station in Guard Booth		ea								
	Monitor in Guard Booth		ea								
	Grounding		lot								
	Testing	1	lot								
	Metro brown color addition		ea								
	Misc pre fab cords	1	lot								
SR. NO.	DESCRIPTION	Qty	UNIT	PRICE PER UNIT	MATERIAL EXT.	SUBTOTAL	LABOR HOURS	LABOR RATE	LABOR EXT.	SUBTOTAL	TOTAL
3	Patch Cables, CAT6 - 1 ft through 20 ft	21	EA								
4	Wiring 18 AWG, Twisted Shielded Pair, Standard, 2 Pair	10	CLF								
5	CAT 6 Wiring, Standard	12	CLF								
6	Cable, Fiber Optic, Multimode, 6 Strands, Standard	8	CLF								
7	RGS Conduit, 1 Inch to include all fittings, elbows, couplings, junction boxes and similar incidental materials - First 50 feet	4	EA								
8	Seco-Larm SS-074Q (panic buttons)	1	EA								
9	Locknetics 623-GR (Push Button)	1	EA								
10	Honeywell PW6K1R1E		EA								
11	Oberthur card readers	19	EA								
12	Access Control Enclosures (including PW6K1R1E controllers)	14	EA								
13	Valcom SIP Intercom VIP-172L	1	EA								
13	HES 1006 door strike	10	EA								
14	HES 4500c-606 door strike		EA								
15											
16	RJ11 round wall plate	14	EA								
17	Federal Signal AV1-LED horn/strobe blue		EA								
18	LWMB2 wall mount for horn/strobe Federal Signal		EA								
19	Securitron 24VDC power supply BPS-24-6		EA								
20	Ortronix OR-PHD66U48 Patch panel	1	EA								
21	Sentrol 1076C (door contact)	13	EA								
	Motion Sensor GE model RCR-REX-G (white)	11	EA								
	Axis P1224-E sensor unit	1	ea								
	Axis P1224-E main unit with 32 gb card	1	ea								
	Leviton 84037-40 SS wall plate	1	ea								
	Pirrex 2x4 box	13	ea								
22	THHN Stranded Black 10 AWG	20	CLF								
23	Wiring 18 AWG, Twisted Shielded Pair, Standard, 3 Pair	5	CLF								

FQ16045- Unit Price Sheet OPTION 1 (Year 3)

	Labor Category	Fully Burdened Hourly Rate
1	Job title	
2	Job title	
3	Job title	
4	Job title	
5	Job title	
6	Job title	
7	Job title	
8	Job title	

Signed:

Printed Name

Title

Date

FQ16045- Unit Price Sheet OPTION 1 (Year 3)

	Labor Category	Fully Burdened Hourly Rate
1	Job title	
2	Job title	
3	Job title	
4	Job title	
5	Job title	
6	Job title	
7	Job title	
8	Job title	

Signed:

Printed Name

Title

Date

FQ16045- Unit Price Sheet OPTION 1 (Year 3)

	Labor Category	Fully Burdened Hourly Rate
1	Job title	
2	Job title	
3	Job title	
4	Job title	
5	Job title	
6	Job title	
7	Job title	
8	Job title	

Signed:

Printed Name

Title

Date

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attachment D-1

Sample Task Order - Scope of Work

Administrative Building ESS Upgrades

Task No.: ###

1 BACKGROUND

The Electronic Safety and Security (ESS) System is a new program within WMATA to improve the safety and security of the Authority. The ESS program consists of the Video Management System (VMS) software contract and three IDIQ Supply and Installation contracts. The IDIQ contracts were developed to allow WMATA to quickly develop and deploy a highly advanced electronic safety and security system. The work under this task order is to be conducted in accordance with the Part III technical specifications of contract FQ16045.

2 SCOPE / OBJECTIVE

The objective of this task order is to provide the supply, installation, and configuration of devices for the Electronic Safety, Security Systems, Video Conferencing and learning aids at a new WMATA Administrative Building beyond that of the General Contractor. Security Contractor shall coordinate with the General Contractor to expedite device installation once the NTP is issued.

The scope of this task order is to provide the Authority all necessary management, supervision, materials, services, support, warranty repair, identification, and performance of installation for the work defined below.

The Administrative Building is newly constructed; conduit and pull cords have been installed by the General Contractor for door security and perimeter cameras, new conduit will be required for new service room PTZ cameras identified in the design documents. Devices within this design are new. The contractor must coordinate his work with the General Contractor to expedite the facility's occupancy.

The objective of this task order is to complete the video and access control systems by providing for the purchase, installation and configuration of cameras and, access control devices with Honeywell licenses. Contractor shall install video management servers, video work stations with monitors provided by WMATA.

All information and documentation developed by the Contractor under this task order shall be the property of the Authority and provided upon request at the end of the Task Order.

All trash, drillings, shards and unsalvageable equipment shall be disposed of off-site immediately after each shift. Salvaged material shall be stored off-site, inventoried and packaged for scheduled delivery to WMATA.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attachment D-1

Sample Task Order - Scope of Work

3 TASKS

The Contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks under this effort and shall with coordinate the COTR or their representative along with both facility management and the security staff to ensure there will be no lapses in security during the performance of the tasks.

3.1 Supply, Installation & Configuration of Cameras

- 3.1.1 The contractor shall provide all labor, equipment, materials, supplies and all camera system licenses and perform all operations required to complete the installation of the new cameras and incidentals as shown on the attached design drawings.
- 3.1.2 Installation and integration of the new cameras shall adhere to the manufacturers' specifications, current WMATA standards and best industry practices.
- 3.1.3 All equipment including the equipment enclosures shall be environmentally sealed and vandal resistant. All control panels required for the system shall be stainless steel NEMA 4X rated.
- 3.1.4 The contractor shall provide, install and configure SDHC 32G, class 10, memory cards or better into all cameras pertaining to this task. The make and model of these cards shall be one of the following: PNY-Optima Pro Series, Lexar Platinum II, SanDisk-Extreme III, Transcend- M5 Series or Kingston and appear in the final design Bill of Materials.
- 3.1.5 The contractor shall work with WMATA's Project Management team and IT department to secure IP addresses and port assignments for all cameras and intermediate switches. The contractor shall configure IP and Gateway addresses in the camera and document IP addresses and port assignment as part of the AS-Built documentation.
- 3.1.6 The contractor shall configure all cameras and communication devices, including the SDHC 32G memory cards, in accordance with the manufacturers' specifications.
- 3.1.7 The contractor shall configure the cameras to support local recording, security settings, and connectivity and consider all operational and environmental conditions (including lighting) to ensure optimal camera performance.
- 3.1.8 The contractor shall use the setup procedure and log sheet provided by WMATA for all camera setups.
- 3.1.9 The contractor shall provide all configuration files and camera snap-shot for the new cameras and network switches
- 3.1.10 After remote viewing of cameras has been established and verified, the contractor shall work with the Engineer to fine tune the focus of the cameras as is necessary to satisfy the Engineer with the intended view.
- 3.1.11 The camera preset and configuration data files shall be labeled and submitted to WMATA on a USB flash drive and uploaded to ProCore as part of the camera configuration and initialization files.
- 3.1.12 Cameras shall be installed in a manner that will allow maintenance activities using a 12 foot or shorter step ladder or from the roof of a building without a ladder, unless otherwise noted in the design. Critical viewing positioning of a camera may supersede the ideal height requirement with advance approval by the engineer.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attachment D-1

Sample Task Order - Scope of Work

- 3.1.13 Contractor shall be responsible for all power and wire gauge calculations of perimeter cameras and development of power and communication distribution. A chart shall be created and added to the As-Built design listing wire gauge and calculation results.
- 3.1.14 The contractor shall follow the COMNET startup procedures provided by WMATA. COMNET Startup procedures require the contractor to provide As-built riser drawings prior to connection of a contractor furnished switch to the WMATA network.
- 3.1.15 Cameras mounted in suspended ceiling tiles
- Shall be mounted flush to the tile and all wiring shall be concealed behind the panels.
 - Shall only allow Free-wiring for cameras in rooms where wiring can be installed in cable tray or on the J-hook system with other network Ethernet cables of the same construction.
 - Shall use flexible conduit boot-leg to connect camera housings in suspended ceilings to the Rigid or IMC conduit system.

3.2 Supply and Installation of Access Control Devices

- 3.2.1 The contractor shall provide all labor, equipment, materials and supplies and perform all operations required to complete the installation of the new door controllers and card readers and incidentals as shown on the attached design drawings.
- 3.2.2 Installation and integration of the new door controllers and card readers shall adhere to the manufacturers' specifications, current WMATA standards and best industry practices.
- 3.2.3 The contractor shall work with WMATA's Project Management team and IT department to secure IP addresses and port assignments for all door controllers and intermediate switches. The contractor shall configure IP and Gateway addresses in the door controller and document IP addresses and port assignment as part of the AS-Built documentation.
- 3.2.4 The Contractor shall supply, install, wire, and configure access control devices to doors according to the attached design plan.
- 3.2.5 Door strikes and power supplies are provided by the general contractor. Under this contract, contractor shall provide, wire, install, and configure: card readers, door controllers, door contacts, access control enclosures, REX motion sensors, Pro-Watch (Honeywell site 201383) primary server license and Pro-Watch secondary server license for each card reader.
- 3.2.5 The contractor shall configure all new access control devices, as part of the main WMATA Pro-Watch system, with the supervision of the WMATA engineer. This configuration must be done using one of the Pro-Watch workstations located at the Jackson Graham Building (JGB).
- 3.2.6 All door functions shall be tested using the WMATA Access Control test form (refer to reference files) prior to SCI.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attachment D-1

Sample Task Order - Scope of Work

3.3 Installation of Video Monitors and Workstations

- 3.3.1 The Contractor shall provide all labor, materials and supplies and perform all operations required to complete the installation of the new video monitors and workstations as shown on the attached design drawings.
- 3.3.2 The Contractor shall provide and install one (1) workstation and two (2) monitors in the Reception room 118 and Superintendents Office room 132.
- 3.3.3 The Contractor shall work with task project manager to verify workstation connectivity across the metro LAN.

3.4 Installation of Video Management Servers and Communication Room Equipment

- 3.4.1 The contractor shall provide all labor, materials and supplies and perform all operations required to complete the installation of the new WMATA provided video servers as shown on the attached design drawings.
- 3.4.2 Contractor shall provide and install one 19" four post rack in COMM RM 123; 207VAC is provided by the general contractor.
- 3.4.3 Installation and integration of the new video servers shall adhere to the manufacturers' specifications, current WMATA standards and best industry practices.
- 3.4.4 The contractor shall work with WMATA's Project Management team and IT department to secure IP addresses and port assignments for all video servers. The contractor shall configure IP and Gateway addresses in the video servers and document IP addresses and port assignment as part of the AS-Built documentation.
- 3.4.5 Contractor shall install WMATA provided video server in designated COMM rack in room 123.
- 3.4.6 Contractor shall use WMATA provided test procedure to verify server functionality.
- 3.4.7 Contractor shall document all equipment located in COMM room 123.

3.5 Supply, Installation & Configuration of Video Conferencing Solution

- 3.5.1 The contractor shall provide a video conferencing solution for rooms 202, 203 and 236.. The solution shall be compatible with the current Tandberg Systems used across the Authority.
- 3.5.2 Rooms 202 and 203 are divided by a partition. Conferencing this these room shall have the option to be shared with the partition open and also operate independently.
- 3.5.3 All AV designs shall comply with WMATA specifications, refer to attached WMATA AV Spec Rev 00.
- 3.5.4 As part of the bid package contractor shall provide cut sheets for a proposed equipment and one line diagrams of connectivity.
- 3.5.5 Projector spare parts shall be provided for lens, filters and lamp.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attachment D-1

Sample Task Order - Scope of Work

3.6 Training Room Equipment

- 3.6.1 Contractor will provide, install and program an overhead projector, ceiling mount and power. Projector shall have a minimum of 5K lumen lamp.
- 3.6.2 Spare parts shall be provided for 4 lamps and 4 air filters for Training Rooms 102 and 103. (Epson 1960 or approved equal). The transmission distance of the projector's HDMI cable will need to be extended in each classroom.
- 3.6.3 The Contractor shall provide and install a wall mounted quick disconnect for cables from the equipment cart to project and TV to allow the instructor to easily setup the projector classroom cart to communicate with the overhead projector in Training Rooms 102 and 103.
- 3.6.4 Classroom projector cart - Elmo ECART12I-NP Classroom Cart, all-in-one classroom solution that enables instructor to demonstrate using an overhead magnifier. The instructor will share this cart between both classrooms and secure the equipment inside the cart when not in use. An anti-theft bracket shall be provided to bolt down the ELMO camera. The classroom cart package includes the ECART-SW Cart with CRC-1 Switcher, TT-12i Interactive Document Camera, CRA-1 Wireless Slate / Tablet, built in speakers and a digital media player cable to connect an iPod / iPad. Equivalent equipment can be substituted.

3.7 Supply & Installation of CAT6 Copper Cables

- 3.7.1 The contractor shall install, terminate and test all CAT6 cables according to the cable manufacturer's guidelines, the WMATA IT Design and Wiring Standards rev 1.2 May 2014 and best industry practices.
- 3.7.2 CAT6 terminations shall be compatible with both new and existing communications equipment.
- 3.7.3 CAT6 cabling used for camera shall be Yellow.
- 3.7.4 CAT6 cables shall be dressed and terminated in accordance with the recommendations made in the ANSI/TIA/EIA-568-B standard
- 3.7.5 Pair untwist at the termination shall not exceed 12 mm (one-half inch).
- 3.7.6 The cable jacket shall be maintained to within 25 mm (one inch) of the termination point.
- 3.7.7 Refer to the General Requirements section of this Task Work Statement (TSW) or cable identification requirements.
- 3.7.8 Refer to Sections 3.4 and 3.5 of the WMATA IT Design and Wiring Standards rev 1.2 May 2014 for further fiber optic cable installation requirements.
- 3.7.9 All copper cables shall terminate at a patch panel, prefabricated cables patch cables shall be used to complete the path to the switch.
- 3.7.10 All fiber cables shall terminate at a patch panel, prefabricated fiber patch cables shall be used to complete the path to the switch.
- 3.7.11 Copper cables from outdoor cameras routed directly to the COMM RM shall terminate at a surge protector; prefabricated CAT6 patch cables shall be used to complete the path to the switch.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attachment D-1

Sample Task Order - Scope of Work

- 3.7.12 Contractor shall provide and install wall mounted surge protectors for all exterior cameras entering the communication room. Fire resistant plywood shall be wall mounted and painted to match existing conditions. Prefabricated jumpers shall be used to complete terminations beyond the surge protectors to the patch panel and switch.
- 3.7.13 Contractor shall provide and install surge protectors for all existing exterior cameras entering the communication room. Surge protectors for existing cameras shall share fire resistant plywood provided for new cameras. Prefabricated jumpers shall be used to complete terminations beyond the surge protectors to the patch panel and switch.

3.8 Installation of Fiber Optic Cables

- 3.8.1 The contractor shall install fiber optic cables according to the cable manufacturer's guidelines.
- 3.8.2 3.4.2 The contractor shall comply with WMATA Infrastructure Design & Wiring Standards, Rev 1.2 May 2014 and best industry practices.
- 3.8.3 During installation, the contractor shall protect the cable from water entry and any other factors particular to the installation in the environment of tunnels and ventilation shafts.
- 3.8.4 Cables shall be properly terminated to interface with and be compatible with both new and existing communications equipment.

3.9 Spare Parts

In addition to the parts required to satisfy the Bus Garage design the contractor shall provide:

LINE	BRAND	PART NUMBER	PART DESCRIPTION	QTY.
1	Axis	P3367-VE	CAMERA - FIXED 5MP IP - AXIS P3367-VE - 3-9mm LENS OUTDOOR ENCLOSURE	4
2	Axis	P3367-V	CAMERA - FIXED 5MP IP - AXIS P3367-VE - 3-9mm LENS INDOOR ENCLOSURE	2
3	Axis	5503-131	CAMERA - 3/4" NPS ADAPTER	3
4	SanDisk	SDHC Class 10 card	SD Memory cards - 32G (from approved vendor list)	5
5	SanDisk	SDHC Class 10 micro card	SD Memory cards - 32G (from approved vendor list)	5
6	Honeywell	PW6K1ICE	DOOR CONTROLLER	1
7	Honeywell	PW6K1R1E	DOOR CONTROLLER	4
8	Oberthur	125 14443 DF PIN 500-5045	CARD READER, IP ONE SECURE PAC (W/KEYPAD) Formatted with WMATA Profile	4
9	Bosch	DS150i	PIR REX	4

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attachment D-1

Sample Task Order - Scope of Work

3.10 General Requirements

3.10.1 Labels - Cables

- The contractor shall provide nameplates: engraved, laminated acrylic or melamine label, black letters on white background for each camera and door controller enclosure.
- Contractor shall install color coded labels on both ends of wires. Labeling shall be visible and durable. The size, color, and contrast of all labels should be selected to ensure that the identifiers are easily read.
- All label shall utilize heat shrink sleeves to prevent peeling; printing shall generated by a mechanical device.
- Label name shall clearly identify the location of the termination and the device landing at the terminal. Example C-C10-SE-048 at SW-C10-SE-003-8 would represent camera C048 terminating at port 8 of switch 003 located in station C10.

3.10.2 Labels - Servers

- Servers shall be tagged with a flat tag in at both ends of the cable.
- Install label on a non-removable area of the server that can be viewed when the server is installed in the rack
- Install identical label on the front cover
- Engineer will provide server name that shall be printed on tag

3.10.3 Labels - Workstation

- Install flat tag on the front or top of the PC near the WMATA barcode/DNS computer name tag.
- Engineer will provide computer name that shall be printed on tag

3.10.4 Labels - Patch Panel

- Use flat tags sized to fit wire ID area on the front of the patch panel
- Tag nomenclature shall include the far end destination device name

4 TEST REQUIREMENTS

4.1 Testing of Camera System

- 4.1.1 The contractor shall test the camera system based on manufacturer's recommendations and best industry practices.
- 4.1.2 Testing shall include completion of an approved camera systems test checklist. See attachment IV.
- 4.1.3 Testing shall also include evaluating all cameras from each location's Main Communication Room and remotely from the project office.
- 4.1.4 Evaluation of the cameras in the Comm. Room shall be conducted via a test port on the Comm. Room switch. The contractor shall coordinate the availability of the open port with Project Management.
- 4.1.5 Test results shall be submitted prior to SCI.

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- 4.1.6 Issues that arise during testing shall be documented and included with the test results and submitted to Project Management for further action.

4.2 Testing of CAT6 Cables

- 4.2.1 CAT6 testing shall include but not be limited to continuity, pair reversals, shorts, open circuits and cable length.
- 4.2.2 Refer to Copper Channel Testing, Section 3.13 of the WMATA Infrastructure Design & Wiring Standards, rev Jan 2009 for additional testing requirements (Attachment V).
- 4.2.3 Testing shall include completion of an approved CAT6 test checklist.
- 4.2.4 Test results shall be submitted prior to SCI.
- 4.2.5 Issues that arise during testing shall be documented and included with the test results and submitted to Project Management for further action.

4.3 Testing of Fiber Optic Cables

- 4.3.1 Fiber optic cable testing shall include, but not be limited to continuity testing, attenuation, and optical fiber loss and distance estimates (OTDR).
- 4.3.2 All installed fiber shall be tested in accordance with ANSI/EIA/TIA-526-14 Standard for multimode fibers.
- 4.3.3 Refer to Fiber Testing, Section 3.13 of the WMATA Infrastructure Design & Wiring Standards, Rev 1.2 May 2014 for additional testing requirements.
- 4.3.4 Testing shall include completion of an approved fiber optic cable test checklist.
- 4.3.5 Test results shall be presented in test equipment generated report format that clearly identifies fiber optic cable loss measurements.
- 4.3.6 The equipment generated report shall be submitted prior to SCI and COMNET Start-Up.
- 4.3.7 Issues that arise during testing shall be documented and included with the test results and submitted to Project Management for further action.

4.4 Substantial Completion Inspection (SCI)

- 4.4.1 The contractor shall coordinate a date for SCI with the Project Manager after each system's test results have been reviewed and accepted by WMATA and all issues have been resolved to WMATA's satisfaction.
- 4.4.2 The contractor shall provide As-Built drawings at least 5 days prior to SCI. AS-Built may be redlined during the SCI.
- 4.4.3 The inspection shall include, but not be limited to assessments of all new devices and their infrastructure, wire labeling and nameplates, the accuracy of the As-Built drawings and completion of an approved inspection checklist.
- 4.4.4 Issues that arise during the SCI shall be documented as a punch list and submitted to Project Management.
- 4.4.5 A completion date for the punch list items shall be coordinated with Project Management.

5 DELIVERABLES

5.1 Project Schedule

The contractor shall provide a project schedule no later than five (5) business days after receipt of the Notice to Proceed. The project schedule shall include, but not be limited to the following:

- Project Title
- Project Working Title
- Prepared by
- Date/Control Number
- Element Number
- WBS Elements, Activity, Task, or Sub-Task Names
- Estimated Duration
- Start Date
- Finish Date
- Resources Required

5.2 Site Specific Work Plan (SSWP)

5.2.1 The contractor shall coordinate completion of the required SSWP with the Construction Manager.

5.2.2 The contractor shall complete the SSWP using a WMATA template.

5.3 Shop Drawings and Product Submittals

5.3.1 The Contractor shall, unless otherwise directed, submit one reproducible and two legible copies of shop drawings to the AR for approval using standard transmittal forms in accordance with detailed instructions furnished by the AR. A supply of these forms is available without cost to the Contractor.

5.3.2 Shop drawings shall be complete, detailed and dimensioned and shall include the following, as applicable:

- Fabrication, erection, layout and setting drawings.
- Complete list of materials.
- Schedules.
- Manufacturer's drawings.
- Wiring and control diagrams, as applicable.
- Catalog cuts or entire catalogs: Six originals.
- Descriptive literature.
- Performance and test data.
- Drawings prepared by the Contractor for permanent structures, equipment and systems designed by him to comply with the Specifications.
- Additional requirements specified in the technical specifications.

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- 5.3.3 Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for approval and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. The CQCS Manager shall review drawings and schedules to verify Contractor approval and compliance with the terms of the Contract prior to submittal, and shall indicate CQCS verification by signature or stamp thereon. Drawings or schedules submitted without this stamp of approval may be returned to the Contractor for resubmittal. Where specified to be certified by a professional engineer, certification of shop drawings shall comply with such requirements of the WORKING DRAWINGS article.
- 5.3.4 The maximum size of each sheet shall be 22 inches by 34 inches. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block in the lower right hand corner shall display the following:
- Number and title of the Drawing.
 - Date of Drawing or revision.
 - Name of project.
 - Name of Contractor and subcontractor submitting drawing.
 - Clear identification of contents and location of the work.
 - Title and number of Specifications section.
- 5.3.5 Drawings for work on utility facilities, street and other facilities which are constructed for owners other than the Authority shall be coordinated so that the information required by these owners is included on the shop drawings for their facilities.
- 5.3.6 If drawings show variations from the Task Order requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the AR may approve any or all such variations, subject to a proper adjustment in the Task Order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Task Order, even though such drawings have been approved.
- 5.3.7 If the drawings or schedules as submitted include such variations and show a departure from the Task Order requirements, which the AR finds to be in the interest of the Authority and to be so minor as not to involve a change in the Task Order price or time for performance, the AR may approve the drawings.
- 5.3.8 If approved by the AR, each copy of the shop drawings will be identified as having received such approval by being so stamped and dated. Shop drawings stamped NOT APPROVED and with required corrections shown will be returned to the Contractor for correction and resubmittal. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the AR on previous submittals. The Contractor shall make corrections as directed. If the Contractor considers any corrections indicated on the drawings to constitute a change to the Task Order Drawings or Specifications, notice as required under the CHANGES article shall be given to the Contracting Officer or other delegated Authority's Representative. One reproducible and two prints of each shop drawing will be returned to the Contractor.

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- 5.3.9 When the shop drawings have been completed, to the satisfaction of the AR, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the AR.
- 5.3.10 After written approval of the drawings, the Contractor shall supply the AR with four additional prints of the approved drawings if the drawings have been approved subject to certain revisions prior to commencing such work.
- 5.3.11 Before final substantial completion, the Contractor shall furnish to the AR one set of record shop drawings, all clearly revised and completed and brought up to date, showing the permanent construction as actually made. Drawings shall be either drawn in ink on tracing cloth, or reproduced on Mylar from which clear prints can be made.

5.4 Progress Schedule and Progress Report

- 5.4.1 The Contractor shall submit a schedule showing the critical path(s) and in detail the sequence in which the Contractor proposes to carry on the work required under this Task Order. The progress schedule and all subsequent submissions shall be prepared using the latest version of Primavera Project Planner (P6) in XER File or compatible software such as Suretrack, or Microsoft Project with an electronic file copy submitted to the AR. The progress schedule documents consist of two distinct submittal sets as follows:
- The initial progress schedule which shall include a detailed schedule in bar graph format and a supporting narrative and electronic data for each phase of the project.
 - The monthly progress status reports, each of which shall include an updated schedule in bar graph format, a supporting narrative and electronic data for each phase of the project.
- 5.4.2 The initial progress schedule shall be submitted for approval within 15 calendar days after NTP. The AR shall have a minimum of 15 calendar days after receipt of the submittal to respond. Upon receipt of the AR's comments, the Contractor shall make necessary changes and deliver the corrected initial progress schedule to the AR within 10 calendar days. No progress payments shall be made until the initial progress schedule is reviewed and approved. Submittal of the initial progress schedule shall include four copies of the detailed schedule and four copies of the supporting narrative for each phase of the project, and the electronic data containing the schedule.
- 5.4.3 The detailed schedule chart shall include the following:
- A time scale in calendar days with day number one being the day after receipt by the Contractor of the NTP.
 - Activity bars which schedule all work included in the Task Order. The activity bars shall be solid bars which begin on the planned start date and end on the planned completion date for each activity. Durations of workday and man-hours to complete activity will be reflected.
 - Activity description for each activity bar. Activity descriptions shall be brief but shall describe discrete items of work that must be accomplished under the Task Order.
 - The Task Order requirements shall be clearly shown on the schedule. The schedule shall include at least one activity bar for each required milestone date.
 - A title block, revision block, and a legend shall be included.

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- The data date shall be the date of NTP.

5.4.4 The supporting narrative for all phases of the project shall include the following:

- The Contractor's general approach for meeting all the milestone dates required by the Task Order.
- A discussion of the activities which the Contractor considers most critical in meeting Task Order completion dates.
- A listing of the holidays and special non-work days planned during the performance period.

5.4.5 The approved initial progress schedule shall be the schedule to be used by the Contractor for planning, scheduling, managing and executing the Task Order work. The approved initial progress schedule shall not be revised without prior approval or direction by the Authority Representative.

5.5 Monthly Status Report

5.5.1 No later than 10 business days after receipt and acceptance of the NTP, and until all Contract work is complete, the Contractor shall submit a monthly status report with data date as the last day of each pay period. Each monthly progress status report shall include four copies of the updated schedule chart, four copies of a supporting narrative and electronic data for all phases.

5.5.2 Prior to submittal of the monthly progress status report, the Contractor shall submit a draft updated schedule chart. The Contractor shall participate with the AR in monthly meetings, on dates and at locations as directed. The purpose of the meetings is a joint review and agreement of the draft updated schedule and job progress. Job progress shall specifically include the following:

- Actual completion dates for activities completed during the report period.
- Actual start dates remaining durations and percent complete for in-progress activities commenced during the report period.
- Estimated start dates for activities scheduled to commence during the month following the report period.
- Proposed changes and/or revisions to the initial progress schedule.
- The Contractor shall not delete or add any scheduled activities, restraints or durations to the approved baseline schedule without the express approval of the Authority Representative. If additional activity or restraints are required, clearly identify the changes and explain the rationale for such deletions or additions in the Contractor's Narrative.

5.5.3 After discussion and agreement on these data, the Contractor shall submit to the AR four final copies of the monthly progress status report and the data diskette with the monthly progress payment schedule within seven days after the last day of the pay period. Upon receipt of the monthly progress status report, the AR will expedite the processing of the monthly progress payment.

5.5.4 The updated schedule chart shall include the following:

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- Update the schedule on a copy of the detailed schedule chart which was included in the approved initial progress schedule. Create a copy of schedule file with a new file name and keep the initial program schedule intact. Update the schedule in newly created file.
- The data date indicated by a vertical line from top to bottom of the sheet at the appropriate place on the time scale and labeled with the data date.
- Progress for each activity bar indicated by a second bar below the initial schedule activity bar. The progress bar shall start on the date the activity actually started and shall end on the date the activity actually was completed. The initial schedule activity bars shall not be changed unless a proposed revision is approved. The progress bars shall be shown in a pattern which will distinguish them from the scheduled activity bars.
- The actual start date shall be noted at the beginning of each progress and the actual completion date shall be noted at the end of each progress bar.
- The percent complete as the data date shall be noted at the end of each progress bar.

5.5.5 The supporting narrative shall include the following:

- A list of activities in progress as of the data date with the scheduled start date, actual start date, percent complete and scheduled completion date noted for each activity.
- A list of activities completed during the report period with the scheduled and actual start dates and the scheduled and actual completion dates noted activity.
- A list of activities planned to start during the next report period with scheduled and planned start dates for each activity noted.
- A discussion of activities which are behind schedule including the reasons for delay and corrective actions planned or implemented to get back on schedule.
- A list of approved revisions to the progress schedule with the reason for each revision noted.
- The status of each of the Required Completion Dates included in the Contract schedule milestone dates.

5.5.6 When needed or so directed by the Authority, the Contractor shall revise the progress schedule to reflect changes in the Contractor's planned sequence of work or to reflect scope and time changes included in Contract modifications. All such revisions are subject to approval by the AR.

5.6 Test and Inspection Reports

- 5.6.1 The contractor shall provide pre-printed test data sheets for all tested systems no later than 15 days prior to testing.
- 5.6.2 The contractor shall provide test reports for all tested systems no later than 15 days prior to SCI.
- 5.6.3 The contractor shall provide photos of the inside and outside of all specialty built enclosures to document the AS-Built condition of the enclosure.

5.7 Camera and System Configuration Files

- 5.7.1 The contractor shall provide camera configuration files no later than 5 days prior to SCI.

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5.7.2 The contractor shall provide network switch configuration files no later than 5 days prior to SCI.

5.8 As-Built Drawings

5.8.1 The contractor shall provide As-Built drawings based on concept drawings provided by WMATA (Attachments #1-3).

5.8.2 The As-Built drawing package shall adhere to WMATA's CENI CAD Instructions.

5.8.3 The drawings shall be readable when printed at 11x17.

5.8.4 The As-Built Drawing Package shall include, but not be limited to Demolition (where required) and New Work Plans, system riser diagrams, device details and door/device and camera schedule.

- Demolition plans shall clearly identify all equipment or components to be removed.
- New Work plans shall clearly identify all new equipment, wiring and cabling, wire and cable pathways, existing equipment and interface points.
- The door/device and camera schedules shall be created in MS Excel file format (link pasted into the AutoCAD drawing) using WMATA's camera schedule templates.

5.8.5 The contractor shall coordinate with Project Management submission of the completed As-Built Drawings into ProCore.

5.8.6 The contractor shall submit 3 hard copies of the As-Built Drawing Package on 11x17 papers.

5.8.7 The contractor shall provide one (1) Universal Serial Bus (USB) Drive (i.e. Flash Drive, Thumb Drive, Pen Drive, Jump Drive) containing as-built drawings in both AutoCAD 2010 (or newer) and PDF file formats.

5.9 Operation and Maintenance (O&M) Manuals

5.9.1 The contractor shall coordinate with Project Management the availability and delivery of O&M manuals for equipment, devices and components supplied under this Task Order as needed.

5.9.2 The O&M manuals shall provide technical support and troubleshooting assistance for electronic security equipment, devices and components provided under this task order that are new to WMATA inventory.

5.10 Deliverable Schedule

SOW Sub-section	Deliverable	Due	Format
5.1	Project Schedule	NLT 10 business days after receipt of award	MS Project PDF and Primavera Project Planner (P6)
5.2	SSWP	NLT 10 business days after receipt of award	MS Word

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5.3	Shop Drawings	Prior to installation	AutoCAD '10 or later; PDF
5.4	Progress Schedule	NLT 10 business days after receipt of award	MS Project (or Excel); PDF
5.5	Monthly Status Report	NLT 10th business day of each month	MS Word; PDF
5.6.1	Test Data Sheets	NLT 15 days prior to Testing	MS Word
5.6.2	Test Reports	NLT 15 days prior to SCI	PDF
5.6.3	Enclosure Photo	NLT 15 days prior to SCI	PDF, TIFF
5.7.1	Camera and System Configuration Files	NLT 5 days prior to SCI	Vendor Specific
5.8	As-Built Drawing – Pre SCI	NLT 5 days prior to SCI	PDF
5.8	As-Built Drawing – Post SCI	NLT 5 days after to SCI	AutoCAD, PDF
4.3.1	SCI Request	NLT 5 days prior to SCI	MS Word or E-mail
3	Ownership & Warranties	NLT 5 days prior to SCI	PDF
3.8	Spare parts	NLT 5 days post SCI	Boxed in original cartons
5.9	O&M Manual	NLT 5 days prior to SCI	Vendor Specific

6 PROGRESS REVIEWS

Progress Reviews will be performed as directed by the Contracting Officer's Representative (COR) and will generally summarize the status and progress of all activities being performed by the contractor under this task work statement. Progress reviews will take place at those locations requested by the COR. Specific dates for progress reviews will be coordinated between the COR and the contractor's Program Manager.

7 TYPE OF CONTRACT

7.1 Task

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- 7.1.1 This is a firm fixed price task order. The Task Order will contain a Task Order line item number (CLIN) for other direct charges.

7.2 Reimbursement

- 7.2.1 The contractor will be reimbursed for allowable, allocable and reasonable other direct charges when approved in advance by the COR.

8 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

8.1 Work Commencement

- 8.1.1 The Contractor shall commence work within 10 calendar days after the date of receipt of the Notice to Proceed (NTP) and shall prosecute said work diligently to completion.
- 8.1.2 Upon issuance of NTP, contract time will start. When NTP is issued via email, the date of the email transmission shall constitute receipt of the NTP.

8.2 Final Work Completion

- 8.2.1 The Contractor shall complete all Task Order Work including all work required by the interims (site work; and punch list work associated with this Task Order) within ### calendar days after receipt and acceptance of the Notice to Proceed (NTP).

8.3 Early Completion

- 8.3.1 If the Contractor shall submit a schedule or express an intention to complete the work earlier than any required milestone, interim or final completion date, the Authority shall not be liable for any costs incurred because of delay or hindrance should the Contractor be unable to complete the work before such milestone, interim or final completion date. The duties, obligations and warranties of the Authority to the Contractor shall be consistent with and applicable only to the completion of the work and completion dates set forth in this Task Order.

9 WORK HOURS

WMATA's standard work week is Monday through Friday, except on Federal holidays or when the WMATA facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings. Actual shift hours will be determined by the Construction Management team.

10 ACCESS

10.1 Scheduling On-Sight Work

- 10.1.1 All on-site work shall be coordinated with Construction Management team and each facility's Station Manager.
- 10.1.2 Unless required under the terms of the Task Order or authorized by the Construction Manager, the contractor shall not plan to work at a WMATA facility on any of the following observed legal holidays: New Year's Day, Labor Day, Martin Luther King Jr.

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Birthday, Columbus Day, Presidents Day, Veterans Day, Memorial Day, Thanksgiving Day, Independence Day and Christmas Day.

11 REQUIRED CREDENTIALS

11.1 Contractor Identification

All contractor personnel in performance of this task order shall obtain a WMATA Contractor Badge. A background check is a requirement of this process and may take up to 3 business days to complete. Upon approval, the badges may be obtained at the ID office located at the lobby level of the Jackson Graham Building (JGB), Monday-Friday between the hours of 8:30 AM and 4:00 PM. The address for JGB is:

Jackson Graham Building
600 Fifth Street, NW
Washington, DC 20001-2693

In the event that the necessary badges are not adjudicated within the timelines described above, the Authority will require the contractor to develop a work-around plan to meet the requirements of the TWS and submit it to the Contracting Officer for acceptance. In the event that an acceptable plan is not submitted, the Authority shall be entitled to an equitable adjustment to the task order.

12 WORK LOCATIONS

Work will be performed at the locations identified under Section 3

13 SECURITY

Metro Transit Police Department (MTPD) will provide escorts to all personnel working in the security sensitive portions of the facility. The contractor shall notify the COR, in writing, NLT five (5) business days prior to requested date of access to security sensitive portions of the facility.

14 CONTRACTOR QUALITY CONTROL

The contractor shall perform all technical and administrative planning, coordination, analysis and tracking of the diverse activities and disciplines provided by the contractor to meet the requirements of this TWS. The contractor shall manage and control task order resources to assure completion of all tasks within schedule and performance requirements.

15 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) shall be the focal point for all task order administration matters related to performance of this TWS. Only the COR can make changes to the task order or this TWS, and any such changes are not effective unless directed in writing by the COR. The COR for this task:

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Marshall Epler
TIES CENI Program Management
600 Fifth Street, NW
Washington DC 20001
mepler@wmata.com

The contractor will be notified in writing concerning the replacement, if any of the COR for this task order. Subsequent CORs will be appointed in writing and a copy of the appointment letter will be provided to the contractor.

16 LIST OF ATTACHMENTS

Attachment	Title
I	Design Drawings – IDIQ 2015 Admin Building V1.1

17 LIST OF REFERENCES

Reference	Title
I	WMATA 2014 CAD Standards
II	WMATA-IT Design and Wiring Standards rev 1.2 May 2014
III	WMATA IT-Appendix A Approved Contractors rev 1.2 May 2014
IV	WMATA IT-Appendix B Approved Materials rev 1.2 May 2014
V	WMATA IT-NCS Fiber Cable Documentation Procedure
VI	WMATA Network Camera Setup Checklist
VII	WMATA Access Control test form - ver 1

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Sample Task Order - Scope of Work

Project Title

Task No.: ###

1 BACKGROUND

The Electronic Safety and Security (ESS) System is a new program within WMATA to improve the safety and security of the Authority. The ESS program consists of the Video Management System (VMS) software contract and three IDIQ Supply and Installation contracts. The IDIQ contracts were developed to allow WMATA to quickly develop and deploy a highly advanced electronic safety and security system. The work under this task order is to be conducted in accordance with the Part III technical specifications of contract FQ16045.

2 SCOPE / OBJECTIVE

The objective of this task order is to provide the supply, installation, and configuration of devices for the Electronic Safety & Security System at A WMATA Bus Garage beyond that of the General Contractor. Security Contractor shall coordinate with the General Contractor to expedite device installation once the NTP is issued.

The scope of this task order is to provide the Authority all necessary management, supervision, materials, services, support, warranty repair, identification, and performance of installation for the work defined below.

The Bus Garage is newly constructed; conduit has been installed by the General Contractor for door security and perimeter cameras, new conduit will be required for new service room PTZ cameras identified in the design documents. The design plans will represent new and existing devices, designators “N” (new) and “E” (existing). The contractor must coordinate his work with the General Contractor to expedite the facility’s occupancy.

The objective of this task order is to complete the video and access control systems by providing for the purchase, installation and configuration of perimeter thermal cameras, service room PTZ cameras, access control devices with Honeywell licenses. Contractor shall install video management servers, video work stations with monitors provided by WMATA.

All information and documentation developed by the Contractor under this task order shall be the property of the Authority and provided upon request at the end of the Task Order.

All trash, drillings, shards and unsalvageable equipment shall be disposed of off-site immediately after each shift. Salvaged material shall be stored off-site, inventoried and packaged for scheduled delivery to WMATA.

3 TASKS

The Contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks under this effort and shall with coordinate the COTR or their

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representative along with both facility management and the security staff to ensure there will be no lapses in security during the performance of the tasks.

3.1 Supply, Installation & Configuration of Cameras

- 3.1.1 The contractor shall provide all labor, equipment, materials, supplies and all camera system licenses and perform all operations required to complete the installation of the new cameras and incidentals as shown on the attached design drawings.
- 3.1.2 Installation and integration of the new cameras shall adhere to the manufacturers' specifications, current WMATA standards and best industry practices.
- 3.1.3 All equipment including the equipment enclosures shall be environmentally sealed and vandal resistant. All control panels required for the system shall be stainless steel NEMA 4X rated.
- 3.1.4 The contractor shall provide, install and configure SDHC 32G, class 10, memory cards or better into all cameras pertaining to this task. The make and model of these cards shall be one of the following: PNY-Optima Pro Series, Lexar Platinum II, SanDisk-Extreme III, Transcend- M5 Series or Kingston and appear in the final design Bill of Materials.
- 3.1.5 The contractor shall work with WMATA's Project Management team and IT department to secure IP addresses and port assignments for all cameras and intermediate switches. The contractor shall configure IP and Gateway addresses in the camera and document IP addresses and port assignment as part of the AS-Built documentation.
- 3.1.6 The contractor shall configure all cameras and communication devices, including the SDHC 32G memory cards, in accordance with the manufacturers' specifications.
- 3.1.7 The contractor shall configure the cameras to support local recording, security settings, and connectivity and consider all operational and environmental conditions (including lighting) to ensure optimal camera performance.
- 3.1.8 The contractor shall use the setup procedure and log sheet provided by WMATA for all camera setups.
- 3.1.9 The contractor shall provide all configuration files and camera snap-shot for the new cameras and network switches
- 3.1.10 After remote viewing of cameras has been established and verified, the contractor shall work with the Engineer to fine tune the focus of the cameras as is necessary to satisfy the Engineer with the intended view.
- 3.1.11 The camera preset and configuration data files shall be labeled and submitted to WMATA on a USB flash drive and uploaded to ProCore as part of the camera configuration and initialization files.
- 3.1.12 Cameras shall be installed in a manner that will allow maintenance activities using a 12 foot or shorter step ladder or from the roof of a building without a ladder, unless otherwise noted in the design. Critical viewing positioning of a camera may supersede the ideal height requirement with advance approval by the engineer.
- 3.1.13 Contractor shall be responsible for all power and wire gauge calculations of perimeter cameras and development of power and communication distribution. A chart shall be created and added to the As-Built design listing wire gauge and calculation results.
- 3.1.14 The contractor shall follow the COMNET startup procedures provided by WMATA. COMNET Startup procedures require the contractor to provide As-built riser drawings prior to connection of a contractor furnished switch to the WMATA network.
- 3.1.15 Cameras mounted in suspended ceiling tiles

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- Shall be mounted flush to the tile and all wiring shall be concealed behind the panels.
- Shall only allow Free-wiring for cameras in rooms where wiring can be installed in cable tray or on the J-hook system with other network Ethernet cables of the same construction.
- Shall use flexible conduit boot-leg to connect camera housings in suspended ceilings to the Rigid or IMC conduit system.

3.2 Supply and Installation of Access Control Devices

- 3.2.1 The contractor shall provide all labor, equipment, materials and supplies and perform all operations required to complete the installation of the new door controllers and card readers and incidentals as shown on the attached design drawings.
- 3.2.2 Installation and integration of the new door controllers and card readers shall adhere to the manufacturers' specifications, current WMATA standards and best industry practices.
- 3.2.3 The contractor shall work with WMATA's Project Management team and IT department to secure IP addresses and port assignments for all door controllers and intermediate switches. The contractor shall configure IP and Gateway addresses in the door controller and document IP addresses and port assignment as part of the AS-Built documentation.
- 3.2.4 The Contractor shall supply, install, wire, and configure access control devices to doors according to the attached design plan.
- 3.2.5 Door strikes and power supplies are provided by the general contractor. Under this contract, contractor shall provide, wire, install, and configure: card readers, door controllers, door contacts, access control enclosures, REX motion sensors, Pro-Watch (Honeywell site 201383) primary server license and Pro-Watch secondary server license for each card reader.
- 3.2.5 The contractor shall configure all new access control devices, as part of the main WMATA Pro-Watch system, with the supervision of the WMATA engineer. This configuration must be done using one of the Pro-Watch workstations located at the Jackson Graham Building (JGB).
- 3.2.6 All door functions shall be tested using the WMATA Access Control test form (attached) prior to SCI.

3.3 Installation of Video Monitors and Workstations

- 3.3.1 The Contractor shall provide all labor, materials and supplies and perform all operations required to complete the installation of the new video monitors and workstations as shown on the attached design drawings.
- 3.3.2 The Contractor shall provide and install one (1) workstation and two (2) monitors in the Superintendent's Office, MOB 1st floor room M01.
- 3.3.3 The Contractor shall provide and install one (1) workstation and four (4) monitors in the Guard Booth located on the entrance road.
- 3.3.4 Monitor mount shall be custom made according to the information provided in the design drawings.
- 3.3.5 The Contractor shall work with task project manager to verify workstation connectivity across the metro LAN.

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- 3.3.6 The mounting of (4) monitors in the Guard Booth requires custom build of the monitor support bar. The contractor shall verify actual booth conditions prior to ordering the support bar.

3.4 Installation of Video Management Servers and Communication Room Equipment

- 3.4.1 The contractor shall provide all labor, materials and supplies and perform all operations required to complete the installation of the new WMATA provided video servers as shown on the attached design drawings.
- 3.4.2 Contractor shall provide and install one 19” four post rack in COMM RM MO04; 207VAC is provided by the general contractor.
- 3.4.3 Installation and integration of the new video servers shall adhere to the manufacturers’ specifications, current WMATA standards and best industry practices.
- 3.4.4 The contractor shall work with WMATA’s Project Management team and IT department to secure IP addresses and port assignments for all video servers. The contractor shall configure IP and Gateway addresses in the video servers and document IP addresses and port assignment as part of the AS-Built documentation.
- 3.4.5 Contractor shall install WMATA provided video server in designated COMM rack in room MO40.
- 3.4.6 Contractor shall use WMATA provided test procedure to verify server functionality.
- 3.4.7 Contractor shall document all equipment located in COMM RMs and TEs and terminations al terminations.

3.5 Supply & Installation of CAT6 Copper Cables

- 3.5.1 The contractor shall install, terminate and test all CAT6 cables according to the cable manufacturer’s guidelines, the WMATA IT Design and Wiring Standards rev 1.2 May 2014 and best industry practices.
- 3.5.2 CAT6 terminations shall be compatible with both new and existing communications equipment.
- 3.5.3 CAT6 cabling used for camera shall be Yellow.
- 3.5.4 CAT6 cables shall be dressed and terminated in accordance with the recommendations made in the ANSI/TIA/EIA-568-B standard
- 3.5.5 Pair untwist at the termination shall not exceed 12 mm (one-half inch).
- 3.5.6 The cable jacket shall be maintained to within 25 mm (one inch) of the termination point.
- 3.5.7 Refer to the General Requirements section of this Task Work Statement (TSW) or cable identification requirements.
- 3.5.8 Refer to Sections 3.4 and 3.5 of the WMATA IT Design and Wiring Standards rev 1.2 May 2014 for further fiber optic cable installation requirements.
- 3.5.9 All copper cables shall terminate at a patch panel, prefabricated cables patch cables shall be used to complete the path to the switch.
- 3.5.10 All fiber cables shall terminate at a patch panel, prefabricated fiber patch cables shall be used to complete the path to the switch.
- 3.5.11 Copper cables from outdoor cameras routed directly to the COMM RM shall terminate at a surge protector; prefabricated CAT6 patch cables shall be used to complete the path to the switch.
- 3.5.12 Contractor shall provide and install wall mounted surge protectors for all exterior cameras entering the communication room. Fire resistant plywood shall be wall mounted

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and painted to match existing conditions. Prefabricated jumpers shall be used to complete terminations beyond the surge protectors to the patch panel and switch.

- 3.5.13 Contractor shall provide and install surge protectors for all existing exterior cameras entering the communication room. Surge protectors for existing cameras shall share fire resistant plywood provided for new cameras. Prefabricated jumpers shall be used to complete terminations beyond the surge protectors to the patch panel and switch.

3.6 Installation of Fiber Optic Cables

- 3.6.1 The contractor shall install fiber optic cables according to the cable manufacturer's guidelines.
- 3.6.2 3.4.2 The contractor shall comply with WMATA Infrastructure Design & Wiring Standards, Rev 1.2 May 2014 and best industry practices.
- 3.6.3 During installation, the contractor shall protect the cable from water entry and any other factors particular to the installation in the environment of tunnels and ventilation shafts.
- 3.6.4 Cables shall be properly terminated to interface with and be compatible with both new and existing communications equipment.

3.7 Installation of Video Management Servers

- 3.7.1 Video Management Servers (VMS), work stations and video monitors shall be provided by WMATA
- 3.7.2 All VMS Software and licenses shall be provided by WMATA.
- 3.7.3 The contractor shall provide a rack shelf bracket for the VMS server to be installed on the two post rack also provided by the contractor, rack power will be provided by others.
- 3.7.4 Contractor shall provide all cables.

3.8 Spare Parts

In addition to the parts required to satisfy the Bus Garage design the contractor shall provide:

LINE	BRAND	PART NUMBER	PART DESCRIPTION	QTY.
1	Axis	P3367-VE	CAMERA - FIXED 5MP IP - AXIS P3367-VE - 3-9mm LENS OUTDOOR ENCLOSURE	4
2	Axis	P3367-V	CAMERA - FIXED 5MP IP - AXIS P3367-VE - 3-9mm LENS INDOOR ENCLOSURE	2
3	Axis	Q6000-E	CAMERA-PTZ/FIXED HYBRID WITH Q6045 PTZ with Q6045	1
4	Axis	5503-131	CAMERA - 3/4" NPS ADAPTER	3
5	Axis	Q1922-E	CAMERA - THERMAL - AXIS Q1922-E 19mm OUTDOOR	2
6	SanDisk	SDHC Class 10 card	SD Memory cards - 32G (from approved vendor list)	5
7	SanDisk	SDHC Class 10 micro card	SD Memory cards - 32G (from approved vendor list)	5
8	Honeywell	PW6K1ICE	DOOR CONTROLLER	2
9	Honeywell	PW6K1R1E	DOOR CONTROLLER	4
10	Oberthur	125 14443 DF PIN 500-5045	CARD READER, IP ONE SECURE PAC (W/KEYPAD) Formatted with WMATA Profile	4

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11	Bosch	DS150i	PIR REX	4
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3.9 General Requirements

3.9.1 Labels - Cables

- The contractor shall provide nameplates: engraved, laminated acrylic or melamine label, black letters on white background for each camera and door controller enclosure.
- Contractor shall install color coded labels on both ends of wires. Labeling shall be visible and durable. The size, color, and contrast of all labels should be selected to ensure that the identifiers are easily read.
- All label shall utilize heat shrink sleeves to prevent peeling; printing shall generated by a mechanical device.
- Label name shall clearly identify the location of the termination and the device landing at the terminal. Example C-C10-SE-048 at SW-C10-SE-003-8 would represent camera C048 terminating at port 8 of switch 003 located in station C10.

3.9.2 Labels - Servers

- Servers shall be tagged with a flat tag in at both ends of the cable.
- Install label on a non-removable area of the server that can be viewed when the server is installed in the rack
- Install identical label on the front cover
- Engineer will provide server name that shall be printed on tag

3.9.3 Labels - Workstation

- Install flat tag on the front or top of the PC near the WMATA barcode/DNS computer name tag.
- Engineer will provide computer name that shall be printed on tag

3.9.4 Labels - Patch Panel

- Use flat tags sized to fit wire ID area on the front of the patch panel
- Tag nomenclature shall include the far end destination device name

4 TEST REQUIREMENTS

4.1 Testing of Camera System

- 4.1.1 The contractor shall test the camera system based on manufacturer's recommendations and best industry practices.
- 4.1.2 Testing shall include completion of an approved camera systems test checklist. See attachment IV.
- 4.1.3 Testing shall also include evaluating all cameras from each location's Main Communication Room and remotely from the project office.
- 4.1.4 Evaluation of the cameras in the Comm. Room shall be conducted via a test port on the Comm. Room switch. The contractor shall coordinate the availability of the open port with Project Management.
- 4.1.5 Test results shall be submitted prior to SCI.

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- 4.1.6 Issues that arise during testing shall be documented and included with the test results and submitted to Project Management for further action.

4.2 Testing of CAT6 Cables

- 4.2.1 CAT6 testing shall include but not be limited to continuity, pair reversals, shorts, open circuits and cable length.
- 4.2.2 Refer to Copper Channel Testing, Section 3.13 of the WMATA Infrastructure Design & Wiring Standards, rev Jan 2009 for additional testing requirements (Attachment V).
- 4.2.3 Testing shall include completion of an approved CAT6 test checklist.
- 4.2.4 Test results shall be submitted prior to SCI.
- 4.2.5 Issues that arise during testing shall be documented and included with the test results and submitted to Project Management for further action.

4.3 Testing of Fiber Optic Cables

- 4.3.1 Fiber optic cable testing shall include, but not be limited to continuity testing, attenuation, and optical fiber loss and distance estimates (OTDR).
- 4.3.2 All installed fiber shall be tested in accordance with ANSI/EIA/TIA-526-14 Standard for multimode fibers.
- 4.3.3 Refer to Fiber Testing, Section 3.13 of the WMATA Infrastructure Design & Wiring Standards, Rev 1.2 May 2014 for additional testing requirements.
- 4.3.4 Testing shall include completion of an approved fiber optic cable test checklist.
- 4.3.5 Test results shall be presented in test equipment generated report format that clearly identifies fiber optic cable loss measurements.
- 4.3.6 The equipment generated report shall be submitted prior to SCI and COMNET Start-Up.
- 4.3.7 Issues that arise during testing shall be documented and included with the test results and submitted to Project Management for further action.

4.4 Substantial Completion Inspection (SCI)

- 4.4.1 The contractor shall coordinate a date for SCI with the Project Manager after each system's test results have been reviewed and accepted by WMATA and all issues have been resolved to WMATA's satisfaction.
- 4.4.2 The contractor shall provide As-Built drawings at least 5 days prior to SCI. AS-Built may be redlined during the SCI.
- 4.4.3 The inspection shall include, but not be limited to assessments of all new devices and their infrastructure, wire labeling and nameplates, the accuracy of the As-Built drawings and completion of an approved inspection checklist.
- 4.4.4 Issues that arise during the SCI shall be documented as a punch list and submitted to Project Management.
- 4.4.5 A completion date for the punch list items shall be coordinated with Project Management.

5 DELIVERABLES

5.1 Project Schedule

The contractor shall provide a project schedule no later than five (5) business days after receipt of the Notice to Proceed. The project schedule shall include, but not be limited to the following:

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- Project Title
- Project Working Title
- Prepared by
- Date/Control Number
- Element Number
- WBS Elements, Activity, Task, or Sub-Task Names
- Estimated Duration
- Start Date
- Finish Date
- Resources Required

5.2 Site Specific Work Plan (SSWP)

- 5.2.1 The contractor shall coordinate completion of the required SSWP with the Project Manager.
- 5.2.2 The contractor shall complete the SSWP using a WMATA template.

5.3 Shop Drawings and Product Submittals

- 5.3.1 The Contractor shall, unless otherwise directed, submit one reproducible and two legible copies of shop drawings to the AR for approval using standard transmittal forms in accordance with detailed instructions furnished by the AR. A supply of these forms is available without cost to the Contractor.
- 5.3.2 Shop drawings shall be complete, detailed and dimensioned and shall include the following, as applicable:
 - Fabrication, erection, layout and setting drawings.
 - Complete list of materials.
 - Schedules.
 - Manufacturer's drawings.
 - Wiring and control diagrams, as applicable.
 - Catalog cuts or entire catalogs: Six originals.
 - Descriptive literature.
 - Performance and test data.
 - Drawings prepared by the Contractor for permanent structures, equipment and systems designed by him to comply with the Specifications.
 - Additional requirements specified in the technical specifications.
- 5.3.3 Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for approval and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. The CQCS Manager shall review drawings and schedules to verify Contractor approval and compliance with the terms of the Contract prior to submittal, and shall indicate CQCS verification by signature or stamp thereon. Drawings or schedules submitted without this stamp of approval may be returned to the Contractor for resubmittal. Where specified to be certified by a professional engineer, certification of shop drawings shall comply with such requirements of the WORKING DRAWINGS article.

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- 5.3.4 The maximum size of each sheet shall be 22 inches by 34 inches. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block in the lower right hand corner shall display the following:
- Number and title of the Drawing.
 - Date of Drawing or revision.
 - Name of project.
 - Name of Contractor and subcontractor submitting drawing.
 - Clear identification of contents and location of the work.
 - Title and number of Specifications section.
- 5.3.5 Drawings for work on utility facilities, street and other facilities which are constructed for owners other than the Authority shall be coordinated so that the information required by these owners is included on the shop drawings for their facilities.
- 5.3.6 If drawings show variations from the Task Order requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the AR may approve any or all such variations, subject to a proper adjustment in the Task Order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Task Order, even though such drawings have been approved.
- 5.3.7 If the drawings or schedules as submitted include such variations and show a departure from the Task Order requirements, which the AR finds to be in the interest of the Authority and to be so minor as not to involve a change in the Task Order price or time for performance, the AR may approve the drawings.
- 5.3.8 If approved by the AR, each copy of the shop drawings will be identified as having received such approval by being so stamped and dated. Shop drawings stamped NOT APPROVED and with required corrections shown will be returned to the Contractor for correction and resubmittal. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the AR on previous submittals. The Contractor shall make corrections as directed. If the Contractor considers any corrections indicated on the drawings to constitute a change to the Task Order Drawings or Specifications, notice as required under the CHANGES article shall be given to the Contracting Officer or other delegated Authority's Representative. One reproducible and two prints of each shop drawing will be returned to the Contractor.
- 5.3.9 When the shop drawings have been completed, to the satisfaction of the AR, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the AR.
- 5.3.10 After written approval of the drawings, the Contractor shall supply the AR with four additional prints of the approved drawings if the drawings have been approved subject to certain revisions prior to commencing such work.
- 5.3.11 Before final substantial completion, the Contractor shall furnish to the AR one set of record shop drawings, all clearly revised and completed and brought up to date, showing the permanent construction as actually made. Drawings shall be either drawn in ink on tracing cloth, or reproduced on Mylar from which clear prints can be made.

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5.4 Progress Schedule and Progress Report

- 5.4.1 The Contractor shall submit a schedule showing the critical path(s) and in detail the sequence in which the Contractor proposes to carry on the work required under this Task Order. The progress schedule and all subsequent submissions shall be prepared using the latest version of Primavera Project Planner (P6) in XER File or compatible software such as Suretrack, or Microsoft Project with an electronic file copy submitted to the AR. The progress schedule documents consist of two distinct submittal sets as follows:
- The initial progress schedule which shall include a detailed schedule in bar graph format and a supporting narrative and electronic data for each phase of the project.
 - The monthly progress status reports, each of which shall include an updated schedule in bar graph format, a supporting narrative and electronic data for each phase of the project.
- 5.4.2 The initial progress schedule shall be submitted for approval within 15 calendar days after NTP. The AR shall have a minimum of 15 calendar days after receipt of the submittal to respond. Upon receipt of the AR's comments, the Contractor shall make necessary changes and deliver the corrected initial progress schedule to the AR within 10 calendar days. No progress payments shall be made until the initial progress schedule is reviewed and approved. Submittal of the initial progress schedule shall include four copies of the detailed schedule and four copies of the supporting narrative for each phase of the project, and the electronic data containing the schedule.
- 5.4.3 The detailed schedule chart shall include the following:
- A time scale in calendar days with day number one being the day after receipt by the Contractor of the NTP.
 - Activity bars which schedule all work included in the Task Order. The activity bars shall be solid bars which begin on the planned start date and end on the planned completion date for each activity. Durations of workday and man-hours to complete activity will be reflected.
 - Activity description for each activity bar. Activity descriptions shall be brief but shall describe discrete items of work that must be accomplished under the Task Order.
 - The Task Order requirements shall be clearly shown on the schedule. The schedule shall include at least one activity bar for each required milestone date.
 - A title block, revision block, and a legend shall be included.
 - The data date shall be the date of NTP.
- 5.4.4 The supporting narrative for all phases of the project shall include the following:
- The Contractor's general approach for meeting all the milestone dates required by the Task Order.
 - A discussion of the activities which the Contractor considers most critical in meeting Task Order completion dates.
 - A listing of the holidays and special non-work days planned during the performance period.

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5.4.5 The approved initial progress schedule shall be the schedule to be used by the Contractor for planning, scheduling, managing and executing the Task Order work. The approved initial progress schedule shall not be revised without prior approval or direction by the Authority Representative.

5.5 Monthly Status Report

5.5.1 No later than 10 business days after receipt and acceptance of the NTP, and until all Contract work is complete, the Contractor shall submit a monthly status report with data date as the last day of each pay period. Each monthly progress status report shall include four copies of the updated schedule chart, four copies of a supporting narrative and electronic data for all phases.

5.5.2 Prior to submittal of the monthly progress status report, the Contractor shall submit a draft updated schedule chart. The Contractor shall participate with the AR in monthly meetings, on dates and at locations as directed. The purpose of the meetings is a joint review and agreement of the draft updated schedule and job progress. Job progress shall specifically include the following:

- Actual completion dates for activities completed during the report period.
- Actual start dates remaining durations and percent complete for in-progress activities commenced during the report period.
- Estimated start dates for activities scheduled to commence during the month following the report period.
- Proposed changes and/or revisions to the initial progress schedule.
- The Contractor shall not delete or add any scheduled activities, restraints or durations to the approved baseline schedule without the express approval of the Authority Representative. If additional activity or restraints are required, clearly identify the changes and explain the rationale for such deletions or additions in the Contractor's Narrative.

5.5.3 After discussion and agreement on these data, the Contractor shall submit to the AR four final copies of the monthly progress status report and the data diskette with the monthly progress payment schedule within seven days after the last day of the pay period. Upon receipt of the monthly progress status report, the AR will expedite the processing of the monthly progress payment.

5.5.4 The updated schedule chart shall include the following:

- Update the schedule on a copy of the detailed schedule chart which was included in the approved initial progress schedule. Create a copy of schedule file with a new file name and keep the initial program schedule intact. Update the schedule in newly created file.
- The data date indicated by a vertical line from top to bottom of the sheet at the appropriate place on the time scale and labeled with the data date.
- Progress for each activity bar indicated by a second bar below the initial schedule activity bar. The progress bar shall start on the date the activity actually started and shall end on the date the activity actually was completed. The initial schedule activity bars shall not be changed unless a proposed revision is approved. The

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progress bars shall be shown in a pattern which will distinguish them from the scheduled activity bars.

- The actual start date shall be noted at the beginning of each progress and the actual completion date shall be noted at the end of each progress bar.
- The percent complete as the data date shall be noted at the end of each progress bar.

5.5.5 The supporting narrative shall include the following:

- A list of activities in progress as of the data date with the scheduled start date, actual start date, percent complete and scheduled completion date noted for each activity.
- A list of activities completed during the report period with the scheduled and actual start dates and the scheduled and actual completion dates noted activity.
- A list of activities planned to start during the next report period with scheduled and planned start dates for each activity noted.
- A discussion of activities which are behind schedule including the reasons for delay and corrective actions planned or implemented to get back on schedule.
- A list of approved revisions to the progress schedule with the reason for each revision noted.
- The status of each of the Required Completion Dates included in the Contract schedule milestone dates.

5.5.6 When needed or so directed by the Authority, the Contractor shall revise the progress schedule to reflect changes in the Contractor's planned sequence of work or to reflect scope and time changes included in Contract modifications. All such revisions are subject to approval by the AR.

5.6 Test and Inspection Reports

5.6.1 The contractor shall provide pre-printed test data sheets for all tested systems no later than 15 days prior to testing.

5.6.2 The contractor shall provide test reports for all tested systems no later than 15 days prior to SCI.

5.6.3 The contractor shall provide photos of the inside and outside of all specialty built enclosures to document the AS-Built condition of the enclosure.

5.7 Camera and System Configuration Files

5.7.1 The contractor shall provide camera configuration files no later than 5 days prior to SCI.

5.7.2 The contractor shall provide network switch configuration files no later than 5 days prior to SCI.

5.8 As-Built Drawings

5.8.1 The contractor shall provide As-Built drawings based on concept drawings provided by WMATA (Attachments #1-3).

5.8.2 The As-Built drawing package shall adhere to WMATA's CENI CAD Instructions.

5.8.3 The drawings shall be readable when printed at 11x17.

5.8.4 The As-Built Drawing Package shall include, but not be limited to Demolition (where required) and New Work Plans, system riser diagrams, device details and door/device and camera schedule.

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- Demolition plans shall clearly identify all equipment or components to be removed.
- New Work plans shall clearly identify all new equipment, wiring and cabling, wire and cable pathways, existing equipment and interface points.
- The door/device and camera schedules shall be created in MS Excel file format (link pasted into the AutoCAD drawing) using WMATA's camera schedule templates.

5.8.5 The contractor shall coordinate with Project Management submission of the completed As-Built Drawings into ProCore.

5.8.6 The contractor shall submit 3 hard copies of the As-Built Drawing Package on 11x17 papers.

5.8.7 The contractor shall provide one (1) Universal Serial Bus (USB) Drive (i.e. Flash Drive, Thumb Drive, Pen Drive, Jump Drive) containing as-built drawings in both AutoCAD 2010 (or newer) and PDF file formats.

5.9 Operation and Maintenance (O&M) Manuals

5.9.1 The contractor shall coordinate with Project Management the availability and delivery of O&M manuals for equipment, devices and components supplied under this Task Order as needed.

5.9.2 The O&M manuals shall provide technical support and troubleshooting assistance for electronic security equipment, devices and components provided under this task order that are new to WMATA inventory.

5.10 Deliverable Schedule

SOW Sub-section	Deliverable	Due	Format
5.1	Project Schedule	NLT 10 business days after receipt of award	MS Project; PDF and Primavera Project Planner (P6)
5.2	SSWP	NLT 10 business days after receipt of award	MS Word
5.3	Shop Drawings	Prior to installation	AutoCAD '10 or later; PDF
5.4	Progress Schedule	NLT 10 business days after receipt of award	MS Project (or Excel); PDF
5.5	Monthly Status Report	NLT 10th business day of each month	MS Word; PDF
5.6.1	Test Data Sheets	NLT 15 days prior to Testing	MS Word

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5.6.2	Test Reports	NLT 15 days prior to SCI	PDF
5.6.3	Enclosure Photo	NLT 15 days prior to SCI	PDF, TIFF
5.7.1	Camera and System Configuration Files	NLT 5 days prior to SCI	Vendor Specific
5.8	As-Built Drawing – Pre SCI	NLT 5 days prior to SCI	PDF
5.8	As-Built Drawing – Post SCI	NLT 5 days after to SCI	AutoCAD, PDF
4.3.1	SCI Request	NLT 5 days prior to SCI	MS Word or E-mail
3.8	Spare parts	NLT 5 days post SCI	Boxed in original cartons
3	Ownership & Warranties	NLT 5 days prior to SCI	PDF
5.9	O&M Manual	NLT 5 days prior to SCI	Vendor Specific

6 PROGRESS REVIEWS

Progress Reviews will be performed as directed by the Contracting Officer's Representative (COR) and will generally summarize the status and progress of all activities being performed by the contractor under this task work statement. Progress reviews will take place at those locations requested by the COR. Specific dates for progress reviews will be coordinated between the COR and the contractor's Program Manager.

7 TYPE OF CONTRACT

7.1 Task

7.1.1 This is a firm fixed price order. The Task Order will contain a Task Order line item number (CLIN) for other direct charges.

7.2 Reimbursement

7.2.1 The contractor will be reimbursed for allowable, allocable and reasonable other direct charges when approved in advance by the COR.

8 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

8.1 Work Commencement

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- 8.1.1 The Contractor shall commence work within 10 calendar days after the date of receipt of the Notice to Proceed (NTP) and shall prosecute said work diligently to completion.
- 8.1.2 Upon issuance of NTP, contract time will start. When NTP is issued via email, the date of the email transmission shall constitute receipt of the NTP.

8.2 Final Work Completion

- 8.2.1 The Contractor shall complete all Task Order Work including all work required by the interims (site work; and punch list work associated with this Task Order) within 120 calendar days after receipt and acceptance of the Notice to Proceed (NTP).

8.3 Early Completion

- 8.3.1 If the Contractor shall submit a schedule or express an intention to complete the work earlier than any required milestone, interim or final completion date, the Authority shall not be liable for any costs incurred because of delay or hindrance should the Contractor be unable to complete the work before such milestone, interim or final completion date. The duties, obligations and warranties of the Authority to the Contractor shall be consistent with and applicable only to the completion of the work and completion dates set forth in this Task Order.

9 WORK HOURS

WMATA's standard work week is Monday through Friday, except on Federal holidays or when the WMATA facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings.

10 ACCESS

10.1 Track Access Work

- 10.1.1 The contractor shall schedule track access work.
- 10.1.2 Track access work must be done during non-revenue hours and results in less than an average of two hours productive work time during an eight hour shift.
- 10.1.3 Last minute cancelation rates for track work average about 25 percent. The contractor shall include in his proposal the number of required track access work days

10.2 Platform Work

The contractor shall schedule platform work. Platform work may be done during nonpeak revenue hours. However, exceptional safety measures must be employed to protect both the public from construction hazards and the workers from rail safety hazards. Platform work results in less than six hours of productive work time during an eight hour shift. Additionally, last minute cancelation rates for platform work average about 20 percent. The contractor shall include in his proposal the number of required platform work days.

10.3 Scheduling On-Sight Work

- 10.3.1 All on-site work shall be coordinated with Project Management and each facility's Station Manager.

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10.3.2 Unless required under the terms of the Task Order or authorized by the COR, the contractor shall not plan to work at a WMATA facility on any of the following observed legal holidays: New Year's Day, Labor Day, Martin Luther King Jr. Birthday, Columbus Day, Presidents Day, Veterans Day, Memorial Day, Thanksgiving Day, Independence Day and Christmas Day.

11 REQUIRED CREDENTIALS

11.1 Contractor Identification

All contractor personnel in performance of this task order shall obtain a WMATA Contractor Badge. A background check is a requirement of this process and may take up to 3 business days to complete. Upon approval, the badges may be obtained at the ID office located at the lobby level of the Jackson Graham Building (JGB), Monday-Friday between the hours of 8:30 AM and 4:00 PM. The address for JGB is:

Jackson Graham Building
600 Fifth Street, NW
Washington, DC 20001-2693

In the event that the necessary badges are not adjudicated within the timelines described above, the Authority will require the contractor to develop a work-around plan to meet the requirements of the TWS and submit it to the Contracting Officer for acceptance. In the event that an acceptable plan is not submitted, the Authority shall be entitled to an equitable adjustment to the task order.

11.2 Roadway Worker Protection Training

Elements of these tasks may require entry into the WMATA roadway. The contractor shall verify all employees in performance of these tasks have completed and passed WMATA provided Roadway Worker Protection Training.

12 WORK LOCATIONS

Work will be performed at the locations identified under Section 3

13 SECURITY

Metro Transit Police Department (MTPD) will provide escorts to all personnel working in the security sensitive portions of the facility. The contractor shall notify the COR, in writing, NLT five (5) business days prior to requested date of access to security sensitive portions of the facility.

14 CONTRACTOR QUALITY CONTROL

The contractor shall perform all technical and administrative planning, coordination, analysis and tracking of the diverse activities and disciplines provided by the contractor to meet the requirements of this TWS. The contractor shall manage and control task order resources to assure completion of all tasks within schedule and performance requirements.

15 CONTRACTING OFFICER'S REPRESENTATIVE

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The Contracting Officer’s Representative (COR) shall be the focal point for all task order administration matters related to performance of this TWS. Only the COR can make changes to the task order or this TWS, and any such changes are not effective unless directed in writing by the COR. The COR for this task:

Marshall Epler
TIES CENI deputy Chief Engineer – COM & NET Systems
600 Fifth Street, NW
Washington DC 20001
mepler@wmata.com

The contractor will be notified in writing concerning the replacement, if any of the COR for this task order. Subsequent CORs will be appointed in writing and a copy of the appointment letter will be provided to the contractor.

16 LIST OF ATTACHMENTS

Attachment	Title
I	Design Drawings – IDIQ 2015 Bus Garage Design

17 LIST OF REFERENCES

Reference	Title
I	WMATA 2014 CAD Standards
II	WMATA-IT Design and Wiring Standards rev 1.2 May 2014
III	WMATA IT-Appendix A Approved Contractors rev 1.2 May 2014
IV	WMATA IT-Appendix B Approved Materials rev 1.2 May 2014
V	WMATA IT-NCS Fiber Cable Documentation Procedure
VI	WMATA Network Camera Setup Checklist
VII	WMATA Access Control test form – ver. 2

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attachment D-3

Sample Task Order - Scope of Work

Supply & Installation of Equipment at Station

Task No.: ###

1. BACKGROUND

The Electronic Safety and Security (ESS) System is a new program within WMATA to improve the safety and security of the Authority. The ESS program consists of the Video Management System (VMS) software contract and three IDIQ Supply and Installation contracts. The IDIQ contracts were developed to allow WMATA to quickly develop and deploy a highly advanced electronic safety and security system. The work under this task order is to be conducted in accordance with the Part III technical specifications of contract FQ16045.

2. SCOPE / OBJECTIVE

The objective of this task order is to provide the supply, installation, and configuration of devices for the Electronic Safety & Security System at a WMATA station.

The scope of this task order is to provide the Authority all necessary management, supervision, materials, services, support, warranty repair, identification, and performance of installation for the work defined.

The objective of this task order is to provide for the purchase, installation and configuration of new cameras and access control devices. The required tasks include procurement of equipment, installation, configuration, testing, and documentation. WMATA will perform the final system integration.

All information and documentation developed by the Contractor under this task order shall be the property of the Authority and provided upon request at the end of the Task Order.

All trash, drillings, shards and unsalvageable equipment shall be disposed of off-site immediately after each shift. Salvaged material shall be stored off-site, inventoried and packaged for scheduled delivery to WMATA.

3. TASKS

The Contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks under this effort and shall with coordinate the COTR or their representative along with both facility management and the security staff to ensure there will be no lapses in security during the performance of the tasks.

3.1 Supply, Installation & Configuration of Cameras

3.1.1 The contractor shall provide all labor, equipment, materials and supplies and perform all operations required to complete the installation of the new cameras and incidentals as shown on the attached design drawings.

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Sample Task Order - Scope of Work

- 3.1.2** Camera equipment will be installed in accordance with the supplemental design drawings.
- 3.1.3** Installation and integration of the new cameras shall adhere to the manufacturers' specifications, current WMATA standards and best industry practices.
- 3.1.4** Cameras installed on kiosks or other brown surfaces shall be painted to match. Prior to painting the cameras, the contractor shall verify that the color is Metro brown: Federal Spec 595c color #20040. All components color shall be power-coated and cured.
- 3.1.5** Camera poles at the end of the platform shall be power-coated and cured Metro Brown.
- 3.1.6** All equipment including the equipment enclosures shall be environmentally sealed and vandal resistant. All control panels required for the system shall be stainless steel NEMA 4X rated.
- 3.1.7** The contractor shall provide, install and configure SDHC 32G, class 10, memory cards into all cameras pertaining to this task. The make and model of these cards shall be one of the following: PNY-Optima Pro Series, Lexar Platinum II, SanDisk-Extreme III, Transcend- M5 Series or Kingston.
- 3.1.8** The contractor shall work with WMATA's Project Management team and IT department to secure IP addresses and port assignments for all cameras and intermediate switches. The contractor shall configure IP and Gateway addresses in the camera and document IP addresses and port assignment as part of the AS-Built documentation.
- 3.1.9** The contractor shall configure all cameras and communication devices, including the SDHC 32G memory cards, in accordance with the manufacturers' specifications.
- 3.1.10** The contractor shall configure the cameras to support local recording, security settings, and connectivity and consider all operational and environmental conditions (including lighting) to ensure optimal camera performance.
- 3.1.11** The contractor shall use the setup procedure and log sheet provided by WMATA for all camera setups.
- 3.1.12** The contractor shall provide all configuration files and camera snap-shots for the new cameras and network switches
- 3.1.13** After remote viewing of cameras has been established and verified, the contractor shall work with the Engineer to fine tune the focus of the cameras as is necessary to satisfy the Engineer with the intended view.
- 3.1.14** The camera preset and configuration data files shall be labeled and submitted to WMATA on a USB flash drive and uploaded to ProCore as part of the camera configuration and initialization files.
- 3.1.15** Cameras shall be installed in a manner that all allow maintenance activities using a 12 foot or shorter step ladder or from the roof of a building without a ladder. Critical viewing positioning of a camera may supersede the ideal height requirement with advance approval by the engineer.

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Sample Task Order - Scope of Work

3.1.16 The contractor shall follow the COMNET switch startup procedures provided by WMATA. COMNET Startup procedures require the contractor to provide As-built riser drawings prior to connection of a contractor furnished switch to the WMATA network.

3.1.17 Cameras mounted in suspended ceiling tiles

- Shall be mounted flush to the tile and all wiring shall be concealed behind the panels.
- Shall only allow Free-wiring for cameras in rooms where wiring can be installed in cable tray or on the J-hook system with other network Ethernet cables of the same construction.
- Shall use flexible conduit boot-leg to connect camera housings in suspended ceilings to the Rigid or IMC conduit system.

3.2 Kiosk KIDS Monitor and Support

3.2.1 Provide and install outdoor monitor and support as described in the attached design documents.

3.2.2 Cables shall be routed through the kiosk frame and into Bay 2b.

3.2.3 Kiosk Cabinets

3.2.4 Provide and install custom kiosk cabinet doors and shelving as defined in design documents.

3.2.5 All cabinets and shelving shall be powder coated and cured Metro Brown.

3.3 Kiosk Video Monitors, Support Beam, and Cabinets

3.3.1 Provide and install custom support beam for video monitors. Contractor shall verify dimensions for specific location prior to build of custom parts.

3.3.2 Mount WMATA provided monitors on the support beam and route wire as described in the design documents.

3.3.3 Provide and install custom kiosk cabinets and shelving as described in design documents.

3.4 Kiosk Service Door Release

3.4.1 Contractor shall provide and install all hardware to enable the release of the mezzanine service corridor door from the kiosk.

3.4.2 The contractor shall configure all new access control devices, as part of the main WMATA Pro-Watch system, with the supervision of the WMATA engineer. This configuration must be done using one of the Pro-Watch workstations located at the Jackson Graham Building (JGB).

3.4.3 Equipment will be installed in accordance with the supplemental design drawings.

3.4.4 All door functions shall be tested using the WMATA Access Control test form (attached) prior to SCI

3.5 Supply & Installation of CAT6 Copper Cables

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Sample Task Order - Scope of Work

- 3.5.1 The contractor shall install, terminate and test all CAT6 and fiber cables according to the cable manufacturer's guidelines, the WMATA IT Design and Wiring Standards rev 1.2 May 2014 and best industry practices.
- 3.5.2 CAT6 terminations shall be compatible with both new and existing communications equipment.
- 3.5.3 CAT6 cabling used for camera shall be Yellow.
- 3.5.4 CAT6 cables shall be dressed and terminated in accordance with the recommendations made in the ANSI/TIA/EIA-568-B standard
- 3.5.5 Pair untwist at the termination shall not exceed 12 mm (one-half inch).
- 3.5.6 The cable jacket shall be maintained to within 25 mm (one inch) of the termination point.
- 3.5.7 Refer to the General Requirements section of this Task Work Statement (TSW) or cable identification requirements.
- 3.5.8 All copper cables shall terminate at a patch panel, prefabricated cables patch cables shall be used to complete the path to the switch.
- 3.5.9 All fiber optic cables shall terminate at a patch panel, prefabricated cables patch cables shall be used to complete the path to the switch.
- 3.5.10 Copper cables from outdoor cameras routed directly to the COMM RM shall terminate at a surge protector; prefabricated fiber patch cables shall be used to complete the path to the switch.

3.6 Supply & Installation of Fiber Optic Cables

- 3.6.1 The contractor shall install fiber optic cables according to the cable manufacturer's guidelines.
- 3.6.2 The contractor shall comply with WMATA Infrastructure Design & Wiring Standards, Rev 1.2 May 2014 and best industry practices.
- 3.6.3 During installation, the contractor shall protect the cable from water entry and any other factors particular to the installation in the environment of tunnels and ventilation shafts.
- 3.6.4 Cables shall be properly terminated to interface with and be compatible with both new and existing communications equipment.

3.7 Installation of Video Management and Storage Servers

- 3.7.1 WMATA will provide Video Management and Storage servers and software for the contractor to install in the station's communications room.
- 3.7.2 The contractor shall provide a shelf mounting bracket for the servers to be installed on the existing two post rack.

3.8 Spare Parts

- 3.8.1 In addition to parts required to satisfy the attached design, the contractor shall supply and deliver to the Project Manager, after SCI: (4) Axis P3367-VE cameras, (2) Axis Q1931-e cameras, (2) M5014 cameras, and (1) PW6K1R1E door controller as spare parts.

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Sample Task Order - Scope of Work

3.9 General Requirements

3.9.1 Labels - Cables

- The contractor shall provide nameplates: engraved, laminated acrylic or melamine label, black letters on white background.
- Contractor shall install color coded labels on both ends of wires. Labeling shall be visible and durable. The size, color, and contrast of all labels should be selected to ensure that the identifiers are easily read.
- All label shall utilize heat shrink sleeves to prevent peeling; printing shall generated by a mechanical device.
- Label name shall clearly identify the location of the termination and the device landing at the terminal. Example C-F10-SE-048 at SW-F10-SE-003-8 would represent camera C048 terminating at port 8 of switch 003.

3.9.2 Labels - Servers

- Servers shall be tagged with a flat tag in two places.
- Install label on a non-removable area of the server that can be viewed when the server is installed in the rack
- Install identical label on the front cover
- Engineer will provide server name that shall be printed on tag

3.9.3 Labels - Workstation

- Install flat tag on the front or top of the PC near the WMATA barcode/DNS computer name tag.
- Engineer will provide computer name that shall be printed on tag

3.9.4 Labels - Patch Panel

- Use flat tags sized to fit wire ID area on the front of the patch panel
- Tag nomenclature shall include the far end destination device name

4. TEST REQUIREMENTS

4.1 Testing of Camera System

- 4.1.1** The contractor shall test the camera system based on manufacturer's recommendations and best industry practices.
- 4.1.2** Testing shall include completion of an approved camera systems test checklist. See attachment IV.
- 4.1.3** Testing shall also include evaluating all cameras from each location's Main Communication Room and remotely from the project office.
- 4.1.4** Evaluation of the cameras in the Comm. Room shall be conducted via a test port on the Comm. Room switch. The contractor shall coordinate the availability of the open port with Project Management.

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Sample Task Order - Scope of Work

- 4.1.5** Test results shall be submitted prior to SCI.
- 4.1.6** Issues that arise during testing shall be documented and included with the test results and submitted to Project Management for further action.
- 4.2 Testing of CAT6 Cables**
- 4.2.1** CAT6 testing shall include but not be limited to continuity, pair reversals, shorts, open circuits and cable length.
- 4.2.2** Refer to Copper Channel Testing, Section 3.13 of the WMATA IT Design and Wiring Standards rev 1.2 May 2014 for additional testing requirements (Attachment V).
- 4.2.3** Testing shall include completion of an approved CAT6 test checklist.
- 4.2.4** Test results shall be submitted prior to SCI.
- 4.2.5** Issues that arise during testing shall be documented and included with the test results and submitted to Project Management for further action.
- 4.3 Testing of Fiber Optic Cables**
- 4.3.1** Fiber optic cable testing shall include, but not be limited to continuity testing, attenuation, and optical fiber loss and distance estimates (OTDR).
- 4.3.2** All installed fiber shall be tested in accordance with ANSI/EIA/TIA-526-14 Standard for multimode fibers.
- 4.3.3** Refer to Fiber Testing, Section 3.13 of the WMATA Infrastructure Design & Wiring Standards, Rev 1.2 May 2014 for additional testing requirements.
- 4.3.4** Testing shall include completion of an approved fiber optic cable test checklist.
- 4.3.5** Test results shall be presented in test equipment generated report format that clearly identifies fiber optic cable loss measurements.
- 4.3.6** The equipment generated report shall be submitted prior to SCI and COMNET Start-Up.
- 4.3.7** Issues that arise during testing shall be documented and included with the test results and submitted to Project Management for further action.
- 4.4 Substantial Completion Inspection (SCI)**
- 4.4.1** The contractor shall coordinate a date for SCI with the Project Manager after each system's test results have been reviewed and accepted by WMATA and all issues have been resolved to WMATA's satisfaction.
- 4.4.2** The contractor shall provide As-Built drawings at least 5 days prior to SCI. AS-Built may be redlined during the SCI.
- 4.4.3** The inspection shall include, but not be limited to assessments of all new devices and their infrastructure, wire labeling and nameplates, the accuracy of the As-Built drawings and completion of an approved inspection checklist.
- 4.4.4** Issues that arise during the SCI shall be documented as a punch list and submitted to Project Management.

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Sample Task Order - Scope of Work

4.4.5 A completion date for the punch list items shall be coordinated with Project Management.

5. DELIVERABLES

5.1 Project Schedule

The contractor shall provide a project schedule no later than five (5) business days after receipt of the Notice to Proceed. The project schedule shall include, but not be limited to the following:

- Project Title
- Project Working Title
- Prepared by
- Date/Control Number
- Element Number
- WBS Elements, Activity, Task, or Sub-Task Names
- Estimated Duration
- Start Date
- Finish Date
- Resources Required

5.2 Site Specific Work Plan (SSWP)

5.2.1 The contractor shall coordinate completion of the required SSWP with the Project Manager.

5.2.2 The contractor shall complete the SSWP using a WMATA template.

5.3 Shop Drawings and Product Submittals

5.3.1 The Contractor shall, unless otherwise directed, submit one reproducible and two legible copies of shop drawings to the AR for approval using standard transmittal forms in accordance with detailed instructions furnished by the AR. A supply of these forms is available without cost to the Contractor.

5.3.2 Shop drawings shall be complete, detailed and dimensioned and shall include the following, as applicable:

- Fabrication, erection, layout and setting drawings.
- Complete list of materials.
- Schedules.
- Manufacturer's drawings.
- Wiring and control diagrams, as applicable.
- Catalog cuts or entire catalogs: Six originals.
- Descriptive literature.
- Performance and test data.

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Sample Task Order - Scope of Work

- Drawings prepared by the Contractor for permanent structures, equipment and systems designed by him to comply with the Specifications.
- Additional requirements specified in the technical specifications.

5.3.3 Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for approval and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. The CQCS Manager shall review drawings and schedules to verify Contractor approval and compliance with the terms of the Contract prior to submittal, and shall indicate CQCS verification by signature or stamp thereon. Drawings or schedules submitted without this stamp of approval may be returned to the Contractor for resubmittal. Where specified to be certified by a professional engineer, certification of shop drawings shall comply with such requirements of the WORKING DRAWINGS article.

5.3.4 The maximum size of each sheet shall be 22 inches by 34 inches. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block in the lower right hand corner shall display the following:

- Number and title of the Drawing.
- Date of Drawing or revision.
- Name of project.
- Name of Contractor and subcontractor submitting drawing.
- Clear identification of contents and location of the work.
- Title and number of Specifications section.

5.3.5 Drawings for work on utility facilities, street and other facilities which are constructed for owners other than the Authority shall be coordinated so that the information required by these owners is included on the shop drawings for their facilities.

5.3.6 If drawings show variations from the Task Order requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the AR may approve any or all such variations, subject to a proper adjustment in the Task Order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Task Order, even though such drawings have been approved.

5.3.7 If the drawings or schedules as submitted include such variations and show a departure from the Task Order requirements, which the AR finds to be in the interest of the Authority and to be so minor as not to involve a change in the Task Order price or time for performance, the AR may approve the drawings.

5.3.8 If approved by the AR, each copy of the shop drawings will be identified as having received such approval by being so stamped and dated. Shop drawings stamped NOT APPROVED and with required corrections shown will be returned to the Contractor for correction and resubmittal. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on

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resubmitted shop drawings, to revisions other than the corrections requested by the AR on previous submittals. The Contractor shall make corrections as directed. If the Contractor considers any corrections indicated on the drawings to constitute a change to the Task Order Drawings or Specifications, notice as required under the CHANGES article shall be given to the Contracting Officer or other delegated Authority's Representative. One reproducible and two prints of each shop drawing will be returned to the Contractor.

- 5.3.9 When the shop drawings have been completed, to the satisfaction of the AR, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the AR.
- 5.3.10 After written approval of the drawings, the Contractor shall supply the AR with four additional prints of the approved drawings if the drawings have been approved subject to certain revisions prior to commencing such work.
- 5.3.11 Before final substantial completion, the Contractor shall furnish to the AR one set of record shop drawings, all clearly revised and completed and brought up to date, showing the permanent construction as actually made. Drawings shall be either drawn in ink on tracing cloth, or reproduced on Mylar from which clear prints can be made.

5.4 Progress Schedule and Progress Report

5.4.1 The Contractor shall submit a schedule showing the critical path(s) and in detail the sequence in which the Contractor proposes to carry on the work required under this Task Order. The progress schedule and all subsequent submissions shall be prepared using the latest version of Primavera Project Planner (**P6**) in **XER File** or compatible software such as Suretrack, or Microsoft Project with an electronic file copy submitted to the AR. The progress schedule documents consist of two distinct submittal sets as follows:

- The initial progress schedule which shall include a detailed schedule in bar graph format and a supporting narrative and electronic data for each phase of the project.
- The monthly progress status reports, each of which shall include an updated schedule in bar graph format, a supporting narrative and electronic data for each phase of the project.

5.4.2 The initial progress schedule shall be submitted for approval within 15 calendar days after NTP. The AR shall have a minimum of 15 calendar days after receipt of the submittal to respond. Upon receipt of the AR's comments, the Contractor shall make necessary changes and deliver the corrected initial progress schedule to the AR within 10 calendar days. **No progress payments shall be made until the initial progress schedule is reviewed and approved.** Submittal of the initial progress schedule shall include four copies of the detailed schedule and four copies of the supporting narrative for each phase of the project, and the electronic data containing the schedule.

5.4.3 The detailed schedule chart shall include the following:

- A time scale in calendar days with day number one being the day after receipt by the Contractor of the NTP.

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Sample Task Order - Scope of Work

- Activity bars which schedule all work included in the Task Order. The activity bars shall be solid bars which begin on the planned start date and end on the planned completion date for each activity. Durations of workday and man-hours to complete activity will be reflected.
- Activity description for each activity bar. Activity descriptions shall be brief but shall describe discrete items of work that must be accomplished under the Task Order.
- The Task Order requirements shall be clearly shown on the schedule. The schedule shall include at least one activity bar for each required milestone date.
- A title block, revision block, and a legend shall be included.
- The data date shall be the date of NTP.

5.4.4 The supporting narrative for all phases of the project shall include the following:

- The Contractor's general approach for meeting all the milestone dates required by the Task Order.
- A discussion of the activities which the Contractor considers most critical in meeting Task Order completion dates.
- A listing of the holidays and special non-work days planned during the performance period.

5.4.5 The approved initial progress schedule shall be the schedule to be used by the Contractor for planning, scheduling, managing and executing the Task Order work. The approved initial progress schedule shall not be revised without prior approval or direction by the Authority Representative.

5.5 Monthly Status Report

5.5.1 No later than 10 business days after receipt and acceptance of the NTP, and until all Contract work is complete, the Contractor shall submit a monthly status report with data date as the last day of each pay period. Each monthly progress status report shall include four copies of the updated schedule chart, four copies of a supporting narrative and electronic data for all phases.

5.5.2 Prior to submittal of the monthly progress status report, the Contractor shall submit a draft updated schedule chart. The Contractor shall participate with the AR in monthly meetings, on dates and at locations as directed. The purpose of the meetings is a joint review and agreement of the draft updated schedule and job progress. Job progress shall specifically include the following:

- Actual completion dates for activities completed during the report period.
- Actual start dates remaining durations and percent complete for in-progress activities commenced during the report period.
- Estimated start dates for activities scheduled to commence during the month following the report period.
- Proposed changes and/or revisions to the initial progress schedule.

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- The Contractor shall not delete or add any scheduled activities, restraints or durations to the approved baseline schedule without the express approval of the Authority Representative. If additional activity or restraints are required, clearly identify the changes and explain the rationale for such deletions or additions in the Contractor's Narrative.

5.5.3 After discussion and agreement on these data, the Contractor shall submit to the AR four final copies of the monthly progress status report and the data diskette with the monthly progress payment schedule within seven days after the last day of the pay period. Upon receipt of the monthly progress status report, the AR will expedite the processing of the monthly progress payment.

5.5.4 The updated schedule chart shall include the following:

- Update the schedule on a copy of the detailed schedule chart which was included in the approved initial progress schedule. Create a copy of schedule file with a new file name and keep the initial program schedule intact. Update the schedule in newly created file.
- The data date indicated by a vertical line from top to bottom of the sheet at the appropriate place on the time scale and labeled with the data date.
- Progress for each activity bar indicated by a second bar below the initial schedule activity bar. The progress bar shall start on the date the activity actually started and shall end on the date the activity actually was completed. The initial schedule activity bars shall not be changed unless a proposed revision is approved. The progress bars shall be shown in a pattern which will distinguish them from the scheduled activity bars.
- The actual start date shall be noted at the beginning of each progress and the actual completion date shall be noted at the end of each progress bar.
- The percent complete as the data date shall be noted at the end of each progress bar.

5.5.5 The supporting narrative shall include the following:

- A list of activities in progress as of the data date with the scheduled start date, actual start date, percent complete and scheduled completion date noted for each activity.
- A list of activities completed during the report period with the scheduled and actual start dates and the scheduled and actual completion dates noted activity.
- A list of activities planned to start during the next report period with scheduled and planned start dates for each activity noted.
- A discussion of activities which are behind schedule including the reasons for delay and corrective actions planned or implemented to get back on schedule.
- A list of approved revisions to the progress schedule with the reason for each revision noted.
- The status of each of the Required Completion Dates included in the Contract schedule milestone dates.

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5.5.6 When needed or so directed by the Authority, the Contractor shall revise the progress schedule to reflect changes in the Contractor's planned sequence of work or to reflect scope and time changes included in Contract modifications. All such revisions are subject to approval by the AR.

5.6 Test and Inspection Reports

5.6.1 The contractor shall provide pre-printed test data sheets for all tested systems no later than 15 days prior to testing.

5.6.2 The contractor shall provide test reports for all tested systems no later than 15 days prior to SCI.

5.6.3 The contractor shall provide photos of the inside and outside of all specialty built enclosures to document the AS-Built condition of the enclosure.

5.7 Camera and System Configuration Files

5.7.1 The contractor shall provide camera configuration files no later than 5 days prior to SCI.

5.7.2 The contractor shall provide network switch configuration files no later than 5 days prior to SCI.

5.8 As-Built Drawings

5.8.1 The contractor shall provide As-Built drawings based on concept drawings provided by WMATA (Attachments #1-3).

5.8.2 The As-Built drawing package shall adhere to WMATA's CENI CAD Instructions.

5.8.3 The drawings shall be readable when printed at 11x17.

5.8.4 The As-Built Drawing Package shall include, but not be limited to Demolition (where required) and New Work Plans, system riser diagrams, device details and door/device and camera schedule.

- Demolition plans shall clearly identify all equipment or components to be removed.
- New Work plans shall clearly identify all new equipment, wiring and cabling, wire and cable pathways, existing equipment and interface points.
- The door/device and camera schedules shall be created in MS Excel file format (link pasted into the AutoCAD drawing) using WMATA's camera schedule templates.

5.8.5 The contractor shall coordinate with Project Management submission of the completed As-Built Drawings into ProCore.

5.8.6 The contractor shall submit 3 hard copies of the As-Built Drawing Package on 11x17 papers.

5.8.7 The contractor shall provide one (1) Universal Serial Bus (USB) Drive (i.e. Flash Drive, Thumb Drive, Pen Drive, Jump Drive) containing as-built drawings in both AutoCAD 2010 (or newer) and PDF file formats.

5.9 Operation and Maintenance (O&M) Manuals

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- 5.9.1** The contractor shall coordinate with Project Management the availability and delivery of O&M manuals for equipment, devices and components supplied under this Task Order as needed.
- 5.9.2** The O&M manuals shall provide technical support and troubleshooting assistance for electronic security equipment, devices and components provided under this task order that are new to WMATA inventory.

5.10 Deliverable Schedule

SOW Sub-section	Deliverable	Due	Format
5.1	Project Schedule	NLT 10 business days after receipt of award	MS Project; PDF and Primavera Project Planner (P6)
5.2	SSWP	NLT 10 business days after receipt of award	MS Word
5.3	Shop Drawings	Prior to installation	AutoCAD '10 or later; PDF
5.4	Progress Schedule	NLT 10 business days after receipt of award	MS Project (or Excel); PDF
5.5	Monthly Status Report	NLT 10th business day of each month	MS Word; PDF
5.6.1	Test Data Sheets	NLT 15 days prior to Testing	MS Word
5.6.2	Test Reports	NLT 15 days prior to SCI	PDF
5.6.3	Enclosure Photo	NLT 15 days prior to SCI	PDF, TIFF
5.7.1	Camera and System Configuration	NLT 5 days prior to SCI	Vendor Specific
5.8	As-Built Drawing – Pre SCI	NLT 5 days prior to SCI	PDF
5.8	As-Built Drawing – Post SCI	NLT 5 days after to SCI	AutoCAD, PDF
4.3.1	SCI Request	NLT 5 days prior to SCI	MS Word or E-mail

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3	Ownership & Warranties	NLT 5 days prior to SCI	PDF
5.9	O&M Manual	NLT 5 days prior to SCI	Vendor Specific

6. PROGRESS REVIEWS

6.1 Progress Reviews

6.1.1 Shall be performed as directed by the Contracting Officer's Representative (COR) and will generally summarize the status and progress of all activities being performed by the contractor under this task work statement. Progress reviews will take place at those locations requested by the COR. Specific dates for progress reviews will be coordinated between the COR and the contractor's Program Manager.

7. TYPE OF CONTRACT

7.1 Firm Fixed Price order.

8.1.1 This is a firm fixed price order. The Task Order will contain a Task Order line item number (CLIN) for other direct charges.

7.2 Reimbursement

8.2.1 The contractor will be reimbursed for allowable, allocable and reasonable other direct charges when approved in advance by the COR.

8. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

8.1 Work Commencement

9.1.1 The Contractor shall commence work within 10 calendar days after the date of receipt of the Notice to Proceed (NTP) and shall prosecute said work diligently to completion.

9.1.2 Upon issuance of NTP, contract time will start. When NTP is issued via email, the date of the email transmission shall constitute receipt of the NTP.

8.2 Final Work Completion

9.2.2 The Contractor shall complete all Task Order Work including all work required by the interims (site work; and punchlist work associated with this Task Order) within 120 calendar days after receipt and acceptance of the Notice to Proceed (NTP).

8.3 Early Completion

9.3.1 If the Contractor shall submit a schedule or express an intention to complete the work earlier than any required milestone, interim or final completion date, the Authority shall not be liable for any costs incurred because of delay or hindrance should the Contractor

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Sample Task Order - Scope of Work

be unable to complete the work before such milestone, interim or final completion date. The duties, obligations and warranties of the Authority to the Contractor shall be consistent with and applicable only to the completion of the work and completion dates set forth in this Task Order.

9. WORK HOURS

9.1 Standard Work Hours

10.1.1 WMATA's standard work week is Monday through Friday, except on Federal holidays or when the WMATA facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings.

10. ACCESS

10.1 Track Access Work

The contractor shall schedule track access work. Track access work must be done during non-revenue hours and results in less than an average of two hours productive work time during an eight hour shift. Additionally, last minute cancelation rates for track work average about 25 percent. The contractor shall include in his proposal the number of required track access work days

10.2 Platform Work

The contractor shall schedule platform work. Platform work may be done during nonpeak revenue hours. However, exceptional safety measures must be employed to protect both the public from construction hazards and the workers from rail safety hazards. Platform work results in less than six hours of productive work time during an eight hour shift. Additionally, last minute cancelation rates for platform work average about 20 percent. The contractor shall include in his proposal the number of required platform work days.

10.3 All on-site work

11.3.1 Shall be coordinated with Project Management and each facility's Station Manager.

11.3.2 Unless required under the terms of the Task Order or authorized by the COR, the contractor shall not plan to work at a WMATA facility on any of the following observed legal holidays: New Year's Day, Labor Day, Martin Luther King Jr. Birthday, Columbus Day, Presidents Day, Veterans Day, Memorial Day, Thanksgiving Day, Independence Day and Christmas Day.

11. REQUIRED CREDENTIALS

11.1 Contractor Identification

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All contractor personnel in performance of this task order shall obtain a WMATA Contractor Badge. A background check is a requirement of this process and may take up to 3 business days to complete. Upon approval, the badges may be obtained at the ID office located at the lobby level of the Jackson Graham Building (JGB), Monday-Friday between the hours of 8:30 AM and 4:00 PM. The address for JGB is:

Jackson Graham Building
600 Fifth Street, NW
Washington, DC 20001-2693

In the event that the necessary badges are not adjudicated within the timelines described above, the Authority will require the contractor to develop a work-around plan to meet the requirements of the TWS and submit it to the Contracting Officer for acceptance. In the event that an acceptable plan is not submitted, the Authority shall be entitled to an equitable adjustment to the task order.

11.2 Roadway Worker Protection Training

Elements of these tasks may require entry into the WMATA roadway. The contractor shall verify all employees in performance of these tasks have completed and passed WMATA provided Roadway Worker Protection Training.

12. WORK LOCATIONS

Work will be performed at the locations identified under Section 3

13. SECURITY

Metro Transit Police Department (MTPD) will provide escorts to all personnel working in the security sensitive portions of the facility. The contractor shall notify the COR, in writing, NLT five (5) business days prior to requested date of access to security sensitive portions of the facility.

14. CONTRACTOR QUALITY CONTROL

The contractor shall perform all technical and administrative planning, coordination, analysis and tracking of the diverse activities and disciplines provided by the contractor to meet the requirements of this TWS. The contractor shall manage and control task order resources to assure completion of all tasks within schedule and performance requirements.

15. CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) shall be the focal point for all task order administration matters related to performance of this TWS. Only the COR can make changes to the task order or this TWS, and any such changes are not effective unless directed in writing by the COR. The COR for this task:

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Sample Task Order - Scope of Work

Marshall Epler
TIES CENI deputy Chief Engineer-COM & NET Systems
600 Fifth Street, NW
Washington DC 20001
mepler@wmata.com

The contractor will be notified in writing concerning the replacement, if any of the COR for this task order. Subsequent CORs will be appointed in writing and a copy of the appointment letter will be provided to the contractor.

16. LIST OF ATTACHMENTS

Attachment	Title
I	Design Drawings – IDIQ 2015 Station Design
Reference	Title
I	WMATA 2014 CAD Standards
II	WMATA-IT Design and Wiring Standards rev 1.2 May 2014
III	WMATA IT-Appendix A Approved Contractors rev 1.2 May 2014
IV	WMATA IT-Appendix B Approved Materials rev 1.2 May 2014
V	WMATA IT-NCS Fiber Cable Documentation Procedure
VI	WMATA Network Camera Setup Checklist
VII	WMATA Access Control Test Form

ATTACHMENT E
STATEMENT OF
WORK

PART 1 – GENERAL

1.1 SUMMARY

- A. This section describes, in general terms, the work to be performed by the Contractor throughout the performance period of the contract. The contractor shall not rely solely on the description provided in this section to identify all project components. Any provision or clause not already defined in this Contract will be provided with each individual task order.

1.2 WORK DESCRIPTION

- A. The objective of this contract is to provide supplies and services for the installation, and configuration of electronic security and safety devices and components. The work includes the supply and installation of the following equipment to include, but not limited to, the following:
 - 1. CCTV cameras
 - 2. Access control
 - 3. Laser intrusion detection systems
 - 4. Portal warning approach systems
 - 5. Radio & Intercom and associated components
- B. The contractor may be required to provide services incidental to the specific task order requirements to include, but not limited to, the following:
 - 1. Repairing and patching of concrete
 - 2. Cutting openings and sealing openings in concrete and masonry walls
 - 3. Carpentry
 - 4. Painting
 - 5. Installation and integration of network servers and integration of licenses
 - 6. Installation and integration of monitors and viewing stations
- C. The scope of work for each task order shall be shown/described in each individual task order.
- D. The Contractor shall conduct the work defined in the task order documentation as the limits of work, except when otherwise authorized by the Contracting Officer.
- E. Under the terms of the Contract, the Contractor shall furnish all labor, materials, equipment, tools, supervision, project management, quality control, testing, transportation, safety, appurtenances, and other items necessary for the successful completion of each awarded task order. Each completed project will result in the supply and installation of electronic security and safety equipment including testing, and commissioning of the equipment as specified in each task order and the general contract terms.

- F. The Contractor shall obtain necessary permits, and work as necessary, perform systems integration work, manage quality through the use of an effective and well-planned quality system.
- G. Unless specifically stated otherwise, all work shall conform to the respective standards and specifications of the contract documents and jurisdiction having authority or the Authority. If no such standards or specifications exist, the work shall be performed in accordance with the applicable prevailing industry standards.
- H. Each project shall function as an integral part of and be fully compatible with the existing WMATA system.

1.3 DAYS/HOURS OF WORK

- A. The days and hours of work will be provided in each individual task order.
- B. The standard work week for the Contract shall be 5 consecutive 8-hour days Monday-Friday or as specified in each task order.
- C. The contractor shall provide the Authority seven Days advance notice prior to changing shift hours and 48 hours advance notice for planned work shifts outside the task-order-specific work week and work day.

1.4 LOCATION

- A. All work will be conducted in the Washington Metropolitan Area, including MD, VA and DC. Specific locations will be provided in each individual task order.

1.5 SITE LOGISTICS

- A. Site access/egress instructions shall be provided in each task order and shall be coordinated with the Authority.
- B. Equipment and materials staging areas shall be indicated in each task order and shall be coordinated with the Authority Representative.
 - 1. Operations staging details shall be specified in each task order.
- C. Parking
 - 1. Parking details shall be specified in each task order.
- D. Constraints on Work
 - 1. Work Sequence

Work shall be completed in the Phasing as specified in the each task order.
 - 2. Special Events
 - a. Minimize risks to the public during special community events that are located in close proximity to the Project Site.
 - b. Work activities shall be coordinated with the [event/arena] and the Authority to reduce impacts during special events.
 - c. Maintain a Special Community Event List in coordination with the Authority for the duration of the Contract. The list shall identify local special holidays, parades, festivals,

and other similar events that are within the proximity of the Project area and operations. The list shall include the following information:

- (1) Name and general description of the event
- (2) Date, time of day, and duration
- (3) Location(s)

E. Work performed by Others

1. During the progress of the work under this Contract it may be necessary for other contractors and persons employed by the Authority to work in or near the Project area. The Authority reserves the right to put such other contractors to work and to afford such access to the Site of the work to be performed hereunder at such times as the Authority deems proper. The Contractor shall not impede or interfere with the work of such other contractors engaged in or near the work and shall so arrange and conduct his work that such other contractors may complete their work at the earliest date possible. The cooperation of the Contractor with the other contractors is mandatory.
2. The exercise of such right aforesaid by the Authority to permit other Contractors and others to do work in or near the contract area shall in no way nor to any extent relieve the Contractor from liability for loss and damage to the work due to or resulting from his operations.
3. The Authority Representative will decide any disputed questions regarding the performance of the work, access to the Site, cleaning up the Site and priority of performance between the various contractors.
4. The Contractor shall inform the Authority Representative in writing of all agreements pertaining to coordinating his work with the work of other contractors engaged upon the Project.
5. Provisions similar to the above shall apply to the relations between the Contractor and utility companies performing work in connection with the project. The Contractor shall permit free and clear access to utility personnel for purposes of inspection, maintenance, providing for additional service requirements and construction of new facilities.
6. The Contractor shall cooperate with all other contractors requiring access to the work, regarding access to the Site, maintenance of security, temporary facilities, cleaning of the Site and like matters requiring common effort.
7. Access requirements from other Contractors:
 - a. Train Control and Communications contractors may require free access to the areas designated Train Control and Communications Spaces.
 - b. Escalator contractor may require free access to the escalator wellways. After commencement of the installation of the escalator trusses the wellways shall not be used for any purpose without prior approval.
 - c. Elevator contractors may require free access to the elevator hoistways for the purpose of installing drive equipment and cabs.
 - d. Track work contractors may require free access to the areas of the structure requiring track work for the purpose of drilling and installing track fasteners.

F. Coordination of Work with Others: Coordinate Work through the Authority Representative with the following:

1. Utilities and jurisdictional authorities affected by or having jurisdiction over the Project.

2. Other Contracting Officer Representatives, Authority consultants, and contractors associated with adjacent projects.
- G. Survey Work: Perform as needed to execute the Project as specified in each task order.
- H. Permits: The Authority will inform the contract when the Authority has obtained a permit for the work within an individual task order. Contractor shall obtain all additional permits from Utilities and Jurisdictional Authorities as needed.
1. The Contractor shall, without additional expense to the Authority, be responsible for obtaining necessary licenses, permits not provided by the Authority, and easements and for complying with applicable International, Federal, State, local, or municipal laws, codes, or regulations in connection with the prosecution of the Work.
- I. Safety: Establish and manage Project safety in accordance with WMATA's SAFETY/ ENVIRONMENTAL REQUIREMENTS and safety and security certification in accordance with WMATA's SAFETY AND SECURITY CERTIFICATION.
- J. Quality: Establish and manage a Quality Management System in accordance with WMATA's QUALITY ASSURANCE POLICY AND PROCEDURES.
- K. Testing and Systems Integration Testing:
1. Establish and perform component testing as specified in various specification sections and in accordance with QUALITY MANAGEMENT SYSTEM. Develop a Systems Integration Testing Plan to be approved by WMATA and perform and manage Systems Integration testing for the project in accordance with the approved SYSTEMS INTEGRATION TESTING PLAN.
 2. Provide and manage the services of an independent testing agency that shall conduct material testing.
 3. The independent testing agency and independent inspectors may be provided through a single entity.
- L. As-Built Documents: Maintain a hard copy drawing and specification record of as-built conditions during installation phase, and provide As-Built Drawings and As-Built Specifications at the completion of the Project in accordance with WMATA CLOSEOUT instructions. As-Built Documents shall be completed and submitted by the Contractor, and approved by the Authority before the Substantial Completion approval.
- M.** Demonstration and Training: Demonstrate equipment and systems and provide training to WMATA staff.
- N. Salvaging of Materials and Equipment
1. Maintain property control records for materials or equipment to be salvaged. The Contractor shall be responsible for the storage and protection of salvaged materials and equipment and shall replace salvage materials and equipment, which are broken or damaged during salvage operations as the result of negligence or while in the Contractor's care.
 2. Salvaged material not specified for reuse shall become the property of the Contractor and shall be removed from the Site.
 3. The materials or equipment to be salvaged for reuse shall be specified in each task order.

END OF SECTION