



Invitation For Bid

[Non-Federal]

Extermination Services

IFB No.: CQ15215/JWC

Date: November 19, 2015

INTRODUCTORY INFORMATION

SOLICITATION CERTIFICATIONS PAGE


(CQ15215)


(Extermination Services)

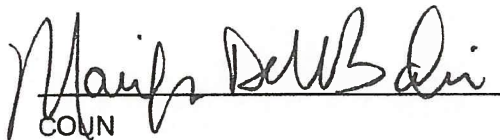
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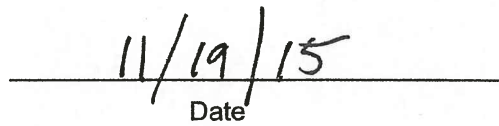

Project Manager/Office Designee


Date


Contracting Officer


Date


COUN


Date

DATE: November 19, 2015

SUBJECT: Invitation for Bids (IFB) for Extermination Services

Washington Metropolitan Area Transit Authority (WMATA) is seeking bids from qualified firms to enter into a Contract to provide extermination services. These services will be provided at various WMATA facilities located in Northern Virginia, Maryland and the District of Columbia. NOTE: The IFB contains a 0 percent DBE goal requirement.

A pre-bid conference will not be held. Your bid must be submitted in accordance with IFB terms and delivered to WMATA's, Office of Procurement and Materials, 600 Fifth Street, N.W., Room 3C02, Washington, DC 20001. Bids must be submitted no later than 2:00 P.M. on November 25, 2015.

If you have any questions, Technical, Contractual or Administrative please email them to the Contract Administrator, Joe Cumpian at jwcumpian@wmata.com no later than 12:00 PM, November 20, 2015. WMATA will provide written answers, by email to all those who obtain the IFB and provide their email addresses.

The following documents are to be submitted with bidders' responses:

Required bid documents:

- Bid Form
- Solicitation, Offer & Award Form
- Price Schedule
- Pre-Award Survey
- Representations and Certifications
- Certificate of Insurance
- Appendix C-SBLPP

Sincerely,



Joe Cumpian
Contracting Officer

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**NOTICE TO BIDDERS
IMPORTANT
PLEASE READ CAREFULLY**

To ensure submission of complete bids and to avoid irregularities that could result in a non-responsive bid, please check your bid for each of the following common responsiveness problems:

1. Have you checked your bid? Are all items included and checked for math errors?
2. If Amendments are included, have you acknowledged and recorded the number of Amendments on the bid envelope and bid form?
3. Have you signed and submitted the Price Schedule, Solicitation, Offer & Award page(s)?
4. Have you properly completed and checked the appropriate box for each Certification and Representation? Have you included the Representations and Certifications with your bid?
5. Have you completed and included Pre- Award Data?
6. Have you complied with the Appendix C requirements?
7. Contractor's pricing, if offered to other jurisdictions, will be the same regardless of quantities ordered. The Authority makes no representations regarding the quantities that may be ordered by any such jurisdictions.
8. Have you marked the bid envelope with solicitation number and addressed it to the Contract Administrator, Joe Cumpian?
9. Have you included a copy of any current Certificate(s) of Insurance?

NOTICE TO ALL VENDORS

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

New Vendor Registration.

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

Forgot User Id/Password.

Registered Vendor Benefits:

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

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

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB CQ-15216/JWC

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

CONTRACT NO. CQ 15215	SOLICITATION NO. IFB CQ15215/JWC <input checked="" type="checkbox"/> ADVERTISED <input type="checkbox"/> NEGOTIATED	DATE ISSUED 11/19/2015	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
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SOLICITATION

Sealed offer in original and TWO (2) hard copies and 1 copy on electric media (CD or USB Drive) for furnishing the supplies or services in the schedules will be received at Authority until 2:00 P.M. Local time November 25, 2015
 (Hour) (Date)

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

All offers are subject to the following:

1. The Solicitation Instructions that are attached.
2. The terms and conditions that 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.

Bidder's Phone Number _____

Bidder's Email _____

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Extermination Services (Per WMATA Scope of Work included) (See Continuation Sheet for service locations).				\$

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

Notes to Bidders

1. Delivery hours shall be between 8 a.m. to 5 p.m., Monday through Friday.
2. Bidders' prices on the following Price Schedule must include all associated costs, including but not limited to delivery, profit, freight, the cost of pesticide or other chemicals and any indirect costs.
3. For special service requests, see technical specifications located on pages 90 - 111.
4. To be eligible for award consideration, bidders must bid on all locations provided in the attached Price Schedule.
5. This Contract is part of WMATA's Small Business and Local Preference Program. For details, See Appendix C attached hereto.

**SOLICITATION, OFFER AND AWARD
CONTINUATION SHEET**

SCHEDULE OF Extermination Services PRICES

Base Performance Year 1

ITEM 1 Regular Service

See attachments A, B, D & E for additional information and approximate square footage.

(#) Guard Booth Facilities and Station Kiosk

FACILITY LOCATION	COST PER SERVICE	FACILITY BUILDINGS SERVICES PER MONTH	COST PER MONTH	TOTAL COST 12 MONTHS
Glenmont Rail Facility 12750 Layhill Rd. Silver Spring, MD Plant Maintenance	\$ _____	2	\$ _____	\$ _____
PLNT Construction Support Shop 6211 Blair Rd., NW Washington, DC	\$ _____	2	\$ _____	\$ _____
Brentwood Shop 601 T St., NE Washington, DC	\$ _____	2	\$ _____	\$ _____
New Carrollton Operations Bldg 4300 Garden City Dr. New Carrollton, MD	\$ _____	2	\$ _____	\$ _____
New Carrollton S & I Shop 4300 Garden City Dr. New Carrollton, MD	\$ _____	2	\$ _____	\$ _____
New Carrollton Tower & Wash Bldgs. 4300 Garden City Dr. New Carrollton, MD	\$ _____	2	\$ _____	\$ _____
New Carrollton Yard PLNT/TRST 4300 Garden City Dr. New Carrollton, MD	\$ _____	2	\$ _____	\$ _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

New Carrollton, Trailer Offices -4 4300 Garden City Dr.				
New Carrollton, MD	\$_____	2	\$_____	\$_____
Alexandria S&I Shop 3201 Eisenhower Ave.				
Alexandria, VA	\$_____	2	\$_____	\$_____
Alexandria Operation Bldg. 3401 Eisenhower Ave.				
Alexandria, VA	\$_____	2	\$_____	\$_____

FACILITY BUILDINGS (cont.)

FACILITY LOCATION	COST PER SERVICE	SERVICES PER MONTH	COST PER MONTH	TOTAL COST 12 MONTHS
Alexandria Trailer Offices -4 3201 Eisenhower Ave.				
Alexandria, VA	\$_____	2	\$_____	\$_____
PLNT Maintenance Center 3101 Eisenhower Ave.				
Alexandria, VA	\$_____	2	\$_____	\$_____
Revenue Coll. Bldg. 3301 Eisenhower Ave.				
Alexandria, VA	\$_____	2	\$_____	\$_____
Systems Maint. Bldg. 195 Telegraph Rd.				
Alexandria, VA	\$_____	2	\$_____	\$_____
SMNT Field Office Twinbrook Parkway, Rockville, MD				
Alexandria, VA	\$_____	2	\$_____	\$_____
Shady Grove S&I Bldg. 15903 Somerville Dr.				
Rockville, MD	\$_____	2	\$_____	\$_____
Shady Grove Operation Bldg. 15903 Somerville Dr.				
Rockville, MD	\$_____	2	\$_____	\$_____
Shady Grove PLNT Bldg. 15903 Somerville Dr.				

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Rockville, MD	\$ _____	2	\$ _____	\$ _____
Material Supply Fac. 8201 Ardwick-Ardmore Rd.				
Lanham, MD	\$ _____	2	\$ _____	\$ _____
Open Materials Storage Facility 3360 Pennsy Drive				
Lanham, MD	\$ _____	2	\$ _____	\$ _____
Huntington TPAS Facility 5801 North Kings Hwy.				
Alexandria, VA	\$ _____	2	\$ _____	\$ _____

FACILITY BUILDINGS (cont.)

FACILITY LOCATION	COST PER SERVICE	SERVICES PER MONTH	COST PER MONTH	TOTAL COST 12 MONTHS
College Park Maint. Facility 4928 College Ave.				
College Park, MD	\$ _____	2	\$ _____	\$ _____
West Falls Church S&I 7251-B Idlywood Road				
Falls Church, VA	\$ _____	2	\$ _____	\$ _____
West Falls Church Operation - West (minor) 7251-D Idlywood Road				
Falls Church, VA	\$ _____	2	\$ _____	\$ _____
West Falls Church Operation - East (major) 7251 Idlywood Road				
Falls Church, VA	\$ _____	2	\$ _____	\$ _____
West Falls Church () PLNT Building 7251-F Idlywood Road				
Falls Church, VA	\$ _____	2	\$ _____	\$ _____
Greenbelt S&I Shop () 5801 Sunnyside Ave.				
Greenbelt, MD	\$ _____	2	\$ _____	\$ _____
Greenbelt Paint & Repair Facility Sunnyside Ave				
Greenbelt, MD	\$ _____	2	\$ _____	\$ _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

Greenbelt Maint Facility &
 Operations Bldg.
 Sunnyside Ave.
 Greenbelt, MD \$_____ 2 \$_____ \$_____

Commisioning Facility
 (When Completed)
 Greenbelt, MD \$_____ 2 \$_____ \$_____

Branch Ave. S&I Shop
 Capitol Gateway Dr.
 Camp Springs, MD \$_____ 2 \$_____ \$_____

FACILITY BUILDINGS (cont.)

FACILITY LOCATION	COST PER SERVICE	SERVICES PER MONTH	COST PER MONTH	TOTAL COST 12 MONTHS
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Branch Ave. Maint Facility (#) & Operations Bldg. Capitol Gateway Dr. Camp Springs, MD	\$_____	2	\$_____	\$_____
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Branch Ave. PLNT / GMAC Facility, Auth Place Camp Springs, MD	\$_____	2	\$_____	\$_____
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Fort Totten TPAS Facility (District I) 5210 3 rd St., N.E. Washington, DC	\$_____	2	\$_____	\$_____
---	---------	---	---------	---------

TPAS Facility Franconia/Springfield Springfield, VA	\$_____	2	\$_____	\$_____
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Penny Drive Complex (Bldg.-A) 3421 Penny Drive Landover, MD	\$_____	2	\$_____	\$_____
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Penny Drive Complex (Bldg.-B) Landover, MD	\$_____	2	\$_____	\$_____
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Penny Drive Complex (Bldg.-C) 3421 Penny Drive				
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WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

Landover, MD	\$_____	2	\$_____	\$_____
Penssy Drive Complex (Bldg.-A)(#-2)				
Landover, MD	\$_____	2	\$_____	\$_____
Penssy Drive Complex (Bldg.-B) 3500 Penssy Drive				
Landover, MD	\$_____	2	\$_____	\$_____
Penssy Drive Complex (Bldg.-C) 3500 Penssy Drive				
Landover, MD	\$_____	2	\$_____	\$_____
Paul S. Sarbanes Silver Spring Transit Center Colesville Rd.				
Silver Spring, MD	\$_____	2	\$_____	\$_____

FACILITY BUILDINGS (cont.)

FACILITY LOCATION	COST PER SERVICE	SERVICES PER MONTH	COST PER MONTH	TOTAL COST 12 MONTHS
Penssy Drive Complex (Bldg.-E) 3500 Penssy Drive				
Landover, MD	\$_____	2	\$_____	\$_____
Penssy Drive Vehicle Repair Shop 3500 Penssy Drive				
Landover, MD	\$_____	2	\$_____	\$_____

BUS GARAGES

GARAGE LOCATION	COST PER SERVICE	SERVICES PER MONTH	COST PER MONTH	TOTAL COST 12 MONTHS
Bladensburg Bus Garage (#) 2251 26th St., N.E.				
Washington, DC	\$_____	4	\$_____	\$_____
Bladensburg Shop & Offices 2250 26th St., N.E.				

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

Washington, DC	\$ _____	4	\$ _____	\$ _____
Four Mile Run Garage 3501 S. Glebe Road Arlington, VA	\$ _____	4	\$ _____	\$ _____
Landover Bus Garage 3453 Pennsy Drive Landover, MD	\$ _____	4	\$ _____	\$ _____
Montgomery Bus Garage 5400 Marinelli Road Rockville, MD	\$ _____	4	\$ _____	\$ _____
Northern Gar & Regional Office 4615 14th St., NW Washington, DC	\$ _____	4	\$ _____	\$ _____
Shepherd Parkway Bus Division 2 DC Village Lane, S.W. Washington, DC	\$ _____	4	\$ _____	\$ _____
Southern Ave. Garage 4421 Southern Ave Coral Hills, MD	\$ _____	4	\$ _____	\$ _____
Western Garage 5230 Wisconsin Ave, NW, Washington, DC	\$ _____	4	\$ _____	\$ _____

RAIL STATIONS

GARAGE LOCATION	STATION NUMBER	COST PER SERVICE	SERVICES PER MONTH	COST PER MONTH	TOTAL COST 12 MONTHS
Rockville Route A					
Shady Grove	1	\$ _____	2	\$ _____	\$ _____
Rockville	1	\$ _____	2	\$ _____	\$ _____
Twinbrook	1	\$ _____	2	\$ _____	\$ _____
White Flint	1	\$ _____	2	\$ _____	\$ _____
Grosvenor	1	\$ _____	2	\$ _____	\$ _____
Medical Center	1	\$ _____	2	\$ _____	\$ _____
Bethesda	1	\$ _____	2	\$ _____	\$ _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

Friendship Heights	2	\$ _____	2	\$ _____	\$ _____
Tenleytown	1	\$ _____	2	\$ _____	\$ _____
Van Ness/UDC	1	\$ _____	2	\$ _____	\$ _____
Cleveland Park	1	\$ _____	2	\$ _____	\$ _____
Woodley Park-Zoo	1	\$ _____	2	\$ _____	\$ _____
Dupont Circle	2	\$ _____	2	\$ _____	\$ _____
Farragut North	3	\$ _____	2	\$ _____	\$ _____
Metro Center	4	\$ _____	2	\$ _____	\$ _____

Metro Center service includes regional maintenance offices near 13th & G Sts. N.W. entrance and ticket sales office, near 12th & F Sts. N.W. entrance. Signatures will be required for these two (2) areas on the Metro Center station service receipt.

Glenmont Route B

Glenmont	1	\$ _____	2	\$ _____	\$ _____
Wheaton	1	\$ _____	2	\$ _____	\$ _____
Forest Glen	1	\$ _____	2	\$ _____	\$ _____
Silver Spring	2	\$ _____	2	\$ _____	\$ _____
Takoma Park	1	\$ _____	2	\$ _____	\$ _____
Fort Totten	1	\$ _____	2	\$ _____	\$ _____
Brookland	1	\$ _____	2	\$ _____	\$ _____
Rhode Island	1	\$ _____	2	\$ _____	\$ _____
New York Avenue	2	\$ _____	2	\$ _____	\$ _____
Union Station	2	\$ _____	2	\$ _____	\$ _____
Judiciary Square	2	\$ _____	2	\$ _____	\$ _____
Gallery Place	3	\$ _____	2	\$ _____	\$ _____

RAIL STATIONS (cont.)

GARAGE LOCATION	STATION NUMBER	COST PER SERVICE	SERVICES PER MONTH	COST PER MONTH	TOTAL COST 12 MONTHS
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Huntington Route C

Huntington	2	\$ _____	2	\$ _____	\$ _____
Eisenhower Avenue	1	\$ _____	2	\$ _____	\$ _____
King Street	1	\$ _____	2	\$ _____	\$ _____
Braddock Road	1	\$ _____	2	\$ _____	\$ _____
National Airport	2	\$ _____	2	\$ _____	\$ _____
Crystal City	1	\$ _____	2	\$ _____	\$ _____
Pentagon City	1	\$ _____	2	\$ _____	\$ _____
Pentagon	1	\$ _____	2	\$ _____	\$ _____
Arlington Cemetery	1	\$ _____	2	\$ _____	\$ _____
Rosslyn	1	\$ _____	2	\$ _____	\$ _____
Foggy Bottom	1	\$ _____	2	\$ _____	\$ _____
Farragut West	2	\$ _____	2	\$ _____	\$ _____
McPherson Square	2	\$ _____	2	\$ _____	\$ _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

New Carrollton Route D

New Carrollton	1	\$ _____	2	\$ _____	\$ _____
Landover	1	\$ _____	2	\$ _____	\$ _____
Cheverly	1	\$ _____	2	\$ _____	\$ _____
Deanwood	1	\$ _____	2	\$ _____	\$ _____
Minnesota Avenue	1	\$ _____	2	\$ _____	\$ _____
Stadium Armory	2	\$ _____	2	\$ _____	\$ _____
Potomac Avenue	1	\$ _____	2	\$ _____	\$ _____
Eastern Market	1	\$ _____	2	\$ _____	\$ _____
Capitol South	1	\$ _____	2	\$ _____	\$ _____
Federal Center, S.W.	1	\$ _____	2	\$ _____	\$ _____
L'Enfant Plaza	3	\$ _____	2	\$ _____	\$ _____
Federal Triangle	1	\$ _____	2	\$ _____	\$ _____
Smithsonian	2	\$ _____	2	\$ _____	\$ _____

Addison Route G

Morgan Boulevard	1	\$ _____	2	\$ _____	\$ _____
Largo Town Center	1	\$ _____	2	\$ _____	\$ _____
Addison Road	1	\$ _____	2	\$ _____	\$ _____
Capitol Heights	1	\$ _____	2	\$ _____	\$ _____
Benning Road	1	\$ _____	2	\$ _____	\$ _____

RAIL STATIONS (cont.)

GARAGE LOCATION	STATION NUMBER	COST PER SERVICE	SERVICES PER MONTH	COST PER MONTH	TOTAL COST 12 MONTHS
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Greenbelt Route E

Greenbelt Station	1	\$ _____	2	\$ _____	\$ _____
College Park	1	\$ _____	2	\$ _____	\$ _____
P.G. Plaza Station	1	\$ _____	2	\$ _____	\$ _____
West Hyattsville Sta.	1	\$ _____	2	\$ _____	\$ _____
Georgia Ave./Petworth	1	\$ _____	2	\$ _____	\$ _____
Columbia Heights	1	\$ _____	2	\$ _____	\$ _____
U Street Station	2	\$ _____	2	\$ _____	\$ _____
Shaw/Howard Univ.	2	\$ _____	2	\$ _____	\$ _____
Mt. Vernon Square	1	\$ _____	2	\$ _____	\$ _____

Branch Route F

Branch Avenue	1	\$ _____	2	\$ _____	\$ _____
Suitland	1	\$ _____	2	\$ _____	\$ _____
Naylor Road	1	\$ _____	2	\$ _____	\$ _____
Southern Avenue	1	\$ _____	2	\$ _____	\$ _____
Congress Heights	1	\$ _____	2	\$ _____	\$ _____
Anacostia	2	\$ _____	2	\$ _____	\$ _____

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

Navy Yard	2	\$ _____	2	\$ _____	\$ _____
Water Front	1	\$ _____	2	\$ _____	\$ _____
Archives	1	\$ _____	2	\$ _____	\$ _____

Vienna Route K

Vienna	1	\$ _____	2	\$ _____	\$ _____
Dunn Loring	1	\$ _____	2	\$ _____	\$ _____
West Falls Church	1	\$ _____	2	\$ _____	\$ _____
East Falls Church	1	\$ _____	2	\$ _____	\$ _____
Ballston	1	\$ _____	2	\$ _____	\$ _____
Virginia Square	1	\$ _____	2	\$ _____	\$ _____
Clarendon	1	\$ _____	2	\$ _____	\$ _____
Court House	1	\$ _____	2	\$ _____	\$ _____

Springfield Route J

Van Dorn Station	1	\$ _____	2	\$ _____	\$ _____
Springfield/Franconia	1	\$ _____	2	\$ _____	\$ _____

Silver Line Route K

Wiehle – Reston	1	\$ _____	2	\$ _____	\$ _____
Spring Hill	1	\$ _____	2	\$ _____	\$ _____
Greensboro	1	\$ _____	2	\$ _____	\$ _____
Tysons Corner	1	\$ _____	2	\$ _____	\$ _____
McLean	1	\$ _____	2	\$ _____	\$ _____

Base Term Totals- Item 1 \$ _____

ITEM 2 Special Request Service

See specifications under "Scope and Nature of Service"

The Contractor shall perform all services necessary in designated areas, which shall also include one (1) follow up treatment ten (10) days after the initial treatment, at no additional cost. Each special service shall be on a price per service area bid, i.e.; to treat the total area for a special type of pest for a specific price.

Treatment	Price per Location	Quantity	Total
Outside rodent treatment locations	\$	275	\$
Bee nest locations	\$	50	\$
Outside ant locations	\$	40	\$
Special facility building / rail station services			
As per item #1 at undesignated locations	\$	25	\$
Office fogging, 10,000 sq. ft. each	\$	10	\$
Base Term TOTALS ITEM - 2	\$		

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

BID SUMMARY

ITEM 1 Totals \$ _____

ITEM 2 Totals \$ _____

TOTAL BID - Base Period - 12 Months \$ _____

Company Name: _____

Title: _____

Authorized Signature and Date: _____

Offerer shall propose the escalation rates for option years 2, 3 and 4.

Term	Percent escalation rate against base year for extermination services	Percent escalation rate against base year for special requests	Total price combined escalation rates for extermination services and special requests
Option Year 1	%	%	
Option Year 2	%	%	
Option Year 3	%	%	
Grand Total	%	%	

Unit price for the option years will be adjusted at the time of exercising the option by applying the following escalation rates. Please note that WMATA will not guarantee funding beyond the current fiscal year that ends on June 30, 2016.

Company Name: _____

Title: _____

Authorized Signature and Date: _____

SCHEDULE OF PRICES (CONTINUED)

ACKNOWLEDGMENT OF AMENDMENTS

The undersigned acknowledges receipt of the following amendments to the solicitation. (Give number and date of each):

Amendment Number____, dated_____

Amendment Number____, dated_____

Amendment Number____, dated_____

Amendment Number____, dated_____

Failure to acknowledge receipt of all amendments may cause the bid to be considered not responsive to the solicitation, which would require rejection of the bid.

DIRECTIONS FOR SUBMITTING BID:

1. Read and comply with the solicitation instructions. This form is to be submitted with the Bid Schedule. Attached certification and Appendix C (Small Business & Local Preference Program – SBLPP) data must be completed and returned with the bid forms.
2. Representations and Certifications
3. Certificate of Insurance
4. Envelopes containing bids and related required documents must be sealed, marked and addressed as follows:

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY
BID UNDER SOLICITATION CQ-15215
OFFICE OF PROCUREMENT
600 FIFTH STREET N.W.
WASHINGTON, DC 20001

BIDS SHALL BE TIMELY MAILED OR HAND DELIVERED TO REACH WMATA BEFORE 2:00 P.M. (LOCAL TIME) ON DAY THAT BIDS WILL BE OPENED. BIDS HAND CARRIED BETWEEN 1:00 P.M. AND 2:00 P.M. SHOULD BE PRESENTED TO THE CONTRACT ADMINISTRATOR.

SOLICITATION INSTRUCTIONS

INVITATION FOR BIDS
SOLICITATION INSTRUCTIONS

1. INTRODUCTION

- a. The Authority seeks to award a Contract to provide extermination services. To that end, it is issuing this Invitation for Bids (“IFB”) to solicit bids from qualified firms and individuals who can satisfy the requirements of the accompanying Contract documents.
- b. As this is a low bid solicitation, award of a Contract hereunder shall be to the lowest priced, responsible bidder whose bid is responsive to, and meets all requirements of the solicitation.
- c. The Authority contemplates award of a firm fixed price Contract.
- d. This solicitation seeks to award a requirements Contract for the services specified, effective for the period stated herein. Bidders are advised that the quantities of services specified in the Price Schedule are estimates only, included for purposes of bid evaluation and in order to provide information to assist the bidders in formulating their bids. While they represent the Authority’s best estimate as of the time of the solicitation, they do not constitute a commitment on the part of the Authority to procure services at the estimated level.

2. SERVICES TO BE PERFORMED

Bidders are advised that:

- a. If “services” are to be performed pursuant to this solicitation, they must be provided in all respects as specified in the accompanying Contract documents and include the services to be furnished, together with any labor, material (such as pesticide or other chemicals or supplies necessary to complete the services) or other work necessary for satisfactory performance.

3. COMMUNICATIONS WITH THE AUTHORITY

Prospective bidders are advised that any and all communications with WMATA relating to this solicitation and made by, or on behalf of, a prospective bidder at any time between release of this Invitation for Bids and award of a Contract hereunder must be directed to the Contract Administrator as follows:

Joe Cumpian
WMATA/PRMT
600 Fifth Street N. W.
Washington D. C. 20001
jwcumpian@wmata.com
(202) 962-1931

A violation of this provision, deemed willful by the Authority, may result in a determination that a bidder is not responsible, and thus ineligible for award, for purposes of this solicitation.

4. EXPLANATIONS TO BIDDERS

- a. Any explanation or clarification desired by a bidder regarding the meaning or interpretation of this Invitation for Bids, terms or conditions, specifications, drawings, and/or other documents relating to this solicitation must be requested in writing with sufficient time allowed for a reply to reach all bidders before the time set for the opening of bids. Absent extraordinary circumstances, all such inquiries should be transmitted in a time frame to ensure their receipt by the Contracting Officer at least ten (10) days prior to the date specified for the opening of bids.
- b. Any information furnished by the Authority to a prospective bidder relating to this solicitation will be provided promptly in writing to all prospective bidders as an amendment to this solicitation pursuant to paragraph six (6) below if, in the judgment of the Authority, the information is necessary to the preparation and/or submittal of bids or lack of such information would be otherwise prejudicial to other prospective bidders.
- c. Oral explanations, representations or instructions of any kind relating to the subject matter of this solicitation and given at any time before the 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 bidder to request an explanation or clarification as provided herein will preclude the bidder from thereafter claiming any ambiguity, inconsistency or error in the solicitation that should have been discovered by a reasonably prudent bidder.

5. PRE-BID MEETING

N/A

6. AMENDMENTS TO IFB

- a. The Authority reserves the right to revise or amend the terms of this IFB, the proposed Contract's terms and conditions, the scope of work and/or drawings prior to the date set for the opening of bids. Such revisions and amendments, if any, will be announced by amendment(s) to this Invitation for Bids. Written copies of such amendment(s) as may be issued will be made available to all prospective bidders.
- b. If, in the judgment of the Authority, any such amendment(s) would require significant changes in quantities and/or bid price, the date set for the opening of bids may be postponed by such number of days as in the opinion of the Authority

will enable bidders to revise their bids. In such case, the amendment will include an announcement of the new date for the opening of bids.

7. ACKNOWLEDGMENT OF AMENDMENTS

Bidders are required to acknowledge receipt of all amendments to this Invitation on the amendment acknowledgement form prior to opening of bids. Failure to acknowledge all amendments may cause the bid to be considered not responsive to the solicitation, which would require rejection of the bid.

8. PREPARATION OF BIDS

- a. Bids shall be submitted on the Price Schedule furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, such erasures or changes must be initialed by the person signing the bid.
- b. Bidders shall furnish all information required by this IFB and, in so doing, are expected to examine fully the IFB documents. Failure to do so will be at bidder's risk.
- c. The Price Schedule may provide for submittal of prices for one (1) or more items that may be unit prices, lump sum bids, alternate prices, or a combination thereof. The Price Schedule expressly requires that the bidder bid on all items. Failure to do so will render the bid nonresponsive.
- d. All bid 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, the cost of all pesticide or other chemicals and supplies used in performance of the services, delivery charges, insurance, container charges or any other expenses incidental to the work, as well as expenses associated with compliance with federal, state or local laws or regulatory requirements.
- e. Unless specifically called for in the Price Schedule, alternate bids will not be considered.

9. SUBMITTAL OF BIDS

- a. Bids shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation.
- b. The face of the envelope should show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the bidder. A failure to do so may result in a premature opening of, or a failure to open, such bid, for which the Authority shall assume no responsibility.
- c. Facsimile bids will not be considered.

- d. All bids will remain sealed until the date and time specified for the opening of bids.

10. RESPONSIVE BIDS

- a. Bidders are advised that a bid that is at variance or noncompliant with any provision of this solicitation, including a qualified or conditional bid, may be rejected as nonresponsive.
- b. The Authority may reject a bid as nonresponsive if, in the judgment of the Authority, the prices bid are materially unbalanced. A bid is materially unbalanced when it is based on prices that are significantly understated for one or more elements of work and significantly overstated for other element(s) of work.
- c. Notwithstanding anything to the contrary contained herein, the Authority reserves the right to waive minor errors or omissions in a bid and to deem it responsive.

11. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS PRIOR TO BID OPENING

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award and it:
- (1) Was sent by registered or certified U.S. or Canadian mail not later than the fifth day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);
 - (2) Was sent by first class mail and it is determined by the Authority that the late receipt was due solely to the Authority's mishandling, after its timely delivery on the Authority's premises;
 - (3) Was sent by U.S. Postal Service Express Mail, Next Day Service not later than 5:00 p.m. at the place of mailing at least two (2) business days prior to the date specified for receipt of bids. The term "business days" excludes weekends and U.S. federal holidays; or
 - (4) Is the only bid received.
- b. Any modification or withdrawal of a bid is subject to the same conditions as set forth in subparagraphs (a) (1), (2), and (3) above.
- 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 subparagraph "(a)," above, a late modification of any otherwise successful bid that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.
- e. Bids may be withdrawn by written notice received by the Authority before the opening of bids. Bids may be withdrawn in person by a bidder, or an authorized

representative of the bidder if the representative's identity is established to the satisfaction of the Authority and the representative signs a receipt for the return of the bid, before the opening of bids. The attempted withdrawal of a bid, received subsequent to the bid opening and during the acceptance period set forth in paragraph twelve (12), will not be honored and will be without effect.

12. BID ACCEPTANCE PERIOD AND BIDDER'S DEFAULT

- a. The acceptance period for this solicitation is ninety (90) calendar days.
- b. By submission of its bid, the bidder agrees that its bid shall be irrevocable and remain available to WMATA for purposes of awarding a Contract pursuant to this solicitation for not less than the acceptance period. The bidder's failure or refusal to execute and/or furnish such Contract documents as may be required in the solicitation or otherwise execute a Contract from WMATA in accordance with its bid during the acceptance period shall constitute a bidder's default.
- c. In the event of a bidder's default, the bidder shall be liable to WMATA for all associated damages and costs, including without limitation, WMATA's "cost to cover", i.e. the difference between the bid price and the price ultimately paid by WMATA for the work encompassed in this solicitation, whether through award of a contact to another bidder pursuant to this solicitation or otherwise.

13. BID GUARANTEE – N/A

14. BID MISTAKE

- a. A bidder who seeks to withdraw its bid subsequent to bid opening due to a claimed mistake or error in preparation shall notify the Authority in writing immediately upon realizing the mistake and in no event later than three (3) business days following bid opening, setting forth the details of, and explanation for, the claimed mistake. The Authority shall evaluate the claimed mistake and determine whether the bidder will be permitted to withdraw its bid.
- b. In the event of an apparent discrepancy between any unit price and its associated extended price, the unit price will be presumed to be correct. The Authority may award a Contract to an otherwise low bidder based upon the unit price, subject to the additional terms of this article.
- c. A bidder claiming a mistake shall, if so requested by the Contracting Officer, appear before one or more designated representative(s) of the Authority to provide testimony and/or documentation, including the bidder's computation sheets and calculations, to assist in the Authority's determination.
- d. Nothing contained herein shall be deemed to preclude the Authority from allowing a bidder to cure a deficiency in an otherwise responsive bid where the Authority determines that such deficiency is in the nature of a minor informality or irregularity.

15. REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

The bidder shall check or complete all applicable boxes or blocks, and provide all requested information, on the attached "Representations and Certifications" form. Bidders are reminded of the obligation to fully and faithfully complete the accompanying "Representations and Certifications" form, as applicable, that must be submitted with the bid. Failure to do so may result in the bid being rejected as nonresponsive.

16. LAWS AND REGULATIONS

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

17. ROYALTY INFORMATION – N/A

18. REQUIREMENT FOR COST DATA FOR CONTRACT AWARD

The Authority may require the apparent low bidder to submit cost data in sufficient detail to permit analysis of the cost elements that comprise the bid prices. In such instances, the apparent low bid may, at the discretion of the Authority, be subject to audit.

19. PRE-AWARD INFORMATION/BIDDER RESPONSIBILITY

- a. In order to be eligible for award, the low bidder will be required to demonstrate its ability to provide extermination services contained in the solicitation, in a timely manner, to the complete satisfaction of the Authority. Failure on the part of the low bidder to demonstrate that it maintains the requisite integrity, overall technical capability and financial resources to perform this Contract in a satisfactory and timely manner may result in a rejection of the low bidder as not responsible. In such event, the second lowest bidder will be required to demonstrate its responsibility, a process which will continue until a bidder successfully demonstrates that it is responsible for purposes of this solicitation.
- b. To assist in the Authority's evaluation of its responsibility for purposes of award of a Contract hereunder, the apparent lowest, responsive bidder shall furnish a completed and signed Pre-Award Evaluation Data form (copy attached), including the required financial statements when requested by the Contracting Officer.

20. PRE-AWARD MEETING

The Authority reserves the right to require that a pre-award meeting be held with the apparent low bidder prior to award of a Contract in order further assist the Authority in determining the bidder's responsibility for purposes of award.

21. SITE VISIT/INSPECTION OF BIDDER'S FACILITIES

Bidders must provide and maintain sufficient facilities that will allow them to adequately perform this Contract hereunder as specified herein. WMATA may make site visits prior to contract award to examine the bidder's facilities.

22. BASIS FOR AWARD

- a. Award of a Contract hereunder will be made to the Bidder (i) whose bid is judged to be responsive to the terms of the solicitation based solely upon the price as identified in the Price Schedule and (ii) who demonstrates to the satisfaction of the Authority that it is responsible for purposes of award of this Contract.
- b. Notwithstanding the foregoing or any other provision in the Contract documents, the Authority reserves the right to reject all bids and cancel this solicitation at any time prior to award.

23. CONTRACT AWARD

A written award mailed or otherwise furnished to the successful bidder within the acceptance period shall result in a binding Contract without further action by either party.

24. EQUAL EMPLOYMENT OPPORTUNITY

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

25. OPPORTUNITY FOR SMALL AND LOCAL BUSINESS ENTERPRISES TO BID

It is the policy of the Authority that small and local businesses shall be given maximum practicable opportunity to receive and participate in performing WMATA non-federally funded contracts, including contracts and subcontracts at any tier.

26. NOTICE OF PROTEST POLICY

- a. WMATA policy and procedure for the administrative resolution of protests is set forth in Chapter 17 of the Procurement Policy Manual (PPM). A copy of the PPM is available at www.wmata.com.
- b. With respect to federally funded contracts, FTA Circular 4220.1F, Chapter VII-1, addresses bid protests. In general, FTA will only review protests submitted by an

interested party regarding the alleged failure of the grantee to have a written protest procedure or to follow such procedures and may exercise discretionary jurisdiction over appeals important to its overall transportation program.

27. WMATA'S TAX EXEMPT STATUS

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

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

- b. It has been the practice of the District of Columbia to apply the Authority's tax exempt status to certain purchases of materials required under Authority construction contracts and acquired by 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 "Federal, State And Local Taxes" article of this Contract.
- c. The Authority's tax exempt numbers are as follows: District of Columbia -- 5611-0082187-001; Maryland -- 30072210; Virginia -- 5280-0067
- d. By submission of its bid, the bidder certifies that none of the taxes to which the Authority is exempt are included in its bid price(s).

28. 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.

29. **BRAND NAME OR EQUAL- N/A**

30. **PERFORMANCE AND PAYMENT BONDS – N/A**

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

REPRESENTATIONS

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

1. TYPE OF BUSINESS ORGANIZATION (RC-101, MAY 07)

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 (RC-102, MAY 07)

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 fifty percent (50%), of the voting rights in that company. To control another company, such ownership is not required, if. 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. N. of its parent company).

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

3. SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)

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

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

CERTIFICATIONS

3. COVENANT AGAINST GRATUITIES (RC-106, MAY 07)

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 a view towards

securing favorable treatment in the awarding, amending, or the making of any determination regarding the performance of the Contract.

4. CONTINGENT FEE (RC-107, MAY 07)

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

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

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (RC-110, MAY 07)

(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 that are quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to the opening of bids 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 for the decision regarding the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- (2) He or she is not the person in the offeror's organization responsible for the decision regarding the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to award of a subcontract exceeding \$10,000 that 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).

6. NONDISCRIMINATION ASSURANCE (RC-112, MAY 07)

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, religion, sex, age, disability or sexual preference in the performance of this Contract hereunder. 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, that may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certification, without modification, in all subcontracts and purchase orders.

7. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS (RC-117, May 2013)

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

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

(RC-116, OCTOBER 08)

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 and Addresses 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 current contracts that demonstrate your firm's proficiency, each with contract amount, name of contracting party, type of work and percentage of completion.
8. Attached as SCHEDULE TWO a list of similar contracts, each with contract amount, name of contracting party, and character or type of work for similar contract completed in the last two (2) years.
9. In the last two (2) years, has your firm been denied an award where it was low bidder/offer? If the answer is YES, attach as SCHEDULE THREE the full particulars regarding each occurrence.
10. Has your firm ever failed to complete any contract on which it was the low bidder?
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, hereunder:
 - a. Cash on hand \$ _____

b. Source 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 the work (contract amount) does your firm intend performing with its own personnel? _____ %
14. Attach as SCHEDULE SIX, a list of all principal subcontractors and the percentage and character of work (contract amount) that each will perform. Principal items of work shall include, but not be limited to, those items listed in the "Pre-Award Information" article of the Invitation for Bids.
15. If the Contractor or subcontractor is in a joint venture, submit PRE-AWARD EVALUATION DATA form for each member of the joint venture.

The information is confidential and will not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

DATED: _____

LOCATION: _____

TERMS AND CONDITIONS

CHAPTER I – GENERAL PROVISIONS

1. AGREEMENT

The work to be performed under this Contract may briefly be described as extermination services as specified in the Scope of Work, including all necessary or incidental work, labor and materials (including but not limited to pesticide and other supplies). 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 therefore, 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

- (a) This is a requirements Contract requesting that the successful bidder enter into a contract for all of the Authority's requirements. If, as the result of an urgent need, the Authority requires services before the date otherwise specified under this Contract, and if the Contractor will not accept an order providing for the accelerated services, the Authority may acquire the urgently required services from another source.

In the event that the Contractor is unable or otherwise fails to provide services within the time frames required in the Contract hereunder, the Authority reserves the right to procure the services from any other source and in any other manner it deems appropriate. Nothing contained herein shall be deemed to waive, modify or impair the right of the Authority to treat any such failure to meet a required delivery schedule as a material breach of the Contractor's obligations pursuant to this Contract.

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.
- (c) Examination of costs. The Contractor shall maintain, and the Contracting Officer shall have the right to examine and audit, all records sufficient to properly reflect all costs incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's facilities engaged in performing this Contract.
- (d) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the Contracting Officer 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, modification; (2) any clarifications or discussions conducted on the bid or proposal; (3) pricing of the contract, subcontract modification or lease; (4) performance of the contract, subcontract, modification or lease.
- (d) Availability. The accounts, records and cost information required to be originated under this Contract, together with all other accounts, records and cost information related to this Contract, shall be maintained and made available by the Contractor and subcontractor(s):
 - (1) At 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 (3) 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 (3) years from the date of final payment or one (1) year following the final disposition of the dispute or litigation.
- (e) Subcontracts. The Contractor shall insert a provision 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 that ends on June 30, 2016. The Authority's obligation for performance of this Contract beyond that date is contingent upon the availability of funds from which payment can be made. No

legal liability on the part of the Authority for any payment may arise 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 authorized to perform such designated functions, the Authority will not be responsible for actions of the COTR or any other Authority employee or representative that exceeds his or her authority. The Contractor will be furnished, upon written request, a copy of the delegation, if any, to a COTR for this Contract.

A COTR may take the following actions:

- (1) Act as the principal point of contact with the Contractor. The COTR shall submit a copy of each item of incoming correspondence and a copy of any enclosures to the Contract Administrator;
- (2) Approve in writing the Contractor's progress schedule and submittals when required;
- (3) Inspect the work for compliance with the Contract hereunder;
- (4) Review and approve invoices and payment estimates. Forward invoices and receipts to accounting. Bring to the attention of the Contracting Officer any significant discrepancies in, or disputes concerning, Contractor invoices or payments. In those cases requiring release of final retained percentages of payment, the COTR will make his or her recommendations in writing to the Contracting Officer;
- (5) Coordinate correspondence with the Contract Administrator, if its importance significantly impacts the contractual terms and obligations;
- (6) Evaluate the Contractor's technical letters and proposals for the Contracting Officer;
- (7) Advise the Contracting Officer of potential problems that may affect Contract performance;
- (8) Advise the Contracting Officer whenever the COTR has reason to believe that the contractual not-to-exceed amount will be exceeded;
- (9) Prepare the Authority's estimate for proposed Contract modifications. Participate in negotiations of modifications;
- (10) Approve, in writing, the Contractor's progress schedule, when required.

- (11) Receive from the Contractor, monthly, if applicable, DBE status reports and forward them to the Office of Procurement and Materials, DBE Branch;
 - (12) Receive from the Contractor, certified payroll reports and prepare a log sheet indicating the following: (1) name of the Contractor and subcontractor; (2) the Contract number; (3) the certified payroll number (number for the payroll for the project starting with the number 1); (4) the time frame of the payroll period (i.e. 1/21/11-2/3/11); (5) the Statement of Compliance date (first page of the report); and (6) the date the report was received by WMATA;
 - (13) Maintain a comprehensive file record of documents and correspondence concerning Contract activities and actions;
 - (14) Provide the Contract Administrator with a written notification after all supplies/services that have been received with a statement that the COTR is not aware of any open issues that would preclude closeout of the Contract and that the Contract is ready for closeout. Return the file, containing all records, correspondence, etc. to the Contract Administrator;
 - (15) Execute Standard Form 1420, containing a detailed performance evaluation of the Contractor. Note that if, there are one (1) or more categories in which the Contractor is deemed unsatisfactory, these evaluations must be provided to the Contractor for comment; and
 - (16) Provide the Contract Administrator with a written request (and requisition) to exercise option(s) a minimum of ninety (90) days prior to the time established in the Contract for exercise of the option.
- b. There are certain actions that are reserved for only the Contracting Officer. They are:
- (1) Approval of contract modification proposals and/or other unilateral actions.
 - (2) Issuance of written orders to stop and/or resume work under the article entitled, "Stop Work Orders."
 - (3) Negotiation with the Contractor for adjustment of contract price and/or time.
 - (4) Rendering final decisions under the "Disputes" article.
 - (5) Issuing Termination Notices pursuant to the terms of this Contract.
- c. The presence or absence of the COTR or his or her inspectors shall not relieve the Contractor from any requirements of the Contract.

CHAPTER II – TIME/DELAYS/LIQUIDATED DAMAGES

1. PERIOD OF PERFORMANCE

The base period of performance is one (1) year base period commencing on the date of award and three (3) one (1) year option periods. Please note that this solicitation will result in a requirements contract. Authorization for funding beyond the first base year will be at the discretion of the Authority, subject to availability.

2. LIQUIDATED DAMAGES FOR DELAY - N/A

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 or the Authority, that 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) 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 event, then the time for completion and/or the affected delivery date(s) shall be extended by the Contracting Officer, in the following circumstances:

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

(c) In the event the Contractor will be delayed at any time or for any period by two (2) or more of the above-mentioned causes, the Contractor shall not be entitled to a separate extension for each one of the causes, but only shall be entitled to one (1) period of extension for the cumulative effects of the delay.

(d) The Contracting Officer may rescind or shorten any extension previously granted, if the Contracting Officer subsequently determines that any information provided by the Contractor in support of a request for an extension of time was erroneous, if accurate information, would have resulted in a denial of the request for an excusable delay. Notwithstanding the foregoing, the Contracting Officer will not rescind or shorten any extension previously granted, if the Contractor acted in reliance upon the extension

and if, in the judgment of the Contracting Officer, such extension was based on information that , although later found to have been erroneous, was submitted in good faith by the Contractor.

- (e) 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. The Contractor 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 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. If 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 state the approximate date when it expects to render such decision.
- (f) In no event shall a delay in progress or performance occasioned solely by a force majeure event or the acts or omissions of any party outside the control of the Contractor be the basis for a Termination for Default under this Contract. In no event shall a subcontractor at any tier be deemed a party outside of the control of the Contractor for purposes hereof.

4. AUTHORITY'S 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 the Authority's act or omission in the administration of this Contract hereunder, that 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 caused by such delay or interruption and the Contract shall be modified in writing, accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision, if 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 could 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 ; (iii) an act constituting a force majeure event pursuant to this Contract hereunder or (iv) any other cause for which an adjustment is provided or excluded under any other provision of this Contract hereunder or otherwise at law or in equity.
- (b) An adjustment pursuant to paragraph (a) shall not be allowed:
 - (1) for any costs incurred more than twenty (20) days before the Contractor notifies the Contracting Officer in writing of the applicable act or omission claimed; and
 - (2) Unless the claim, in a sum certain, is asserted in writing as soon as practicable after the termination of the delay or interruption and in no event later than thirty (30) days after such termination. Such claim shall be accompanied by

appropriate documentation, supporting the nature and extent of the claimed impact upon the cost and/or time required for performance. In any instance where it is not reasonably practicable for the Contractor to fully determine the impact within such thirty (30) day period, the claim shall be accompanied by such supporting documentation as is then reasonably available to the Contractor along with a statement of the anticipated time frame when the Contractor expects to provide the additional materials. The Contracting Officer shall maintain the right throughout the process to request such additional materials as he or she shall reasonably require in consideration of the claim and shall be under no obligation to conclude his or her consideration of the claim prior to review of all relevant materials. Any adjustment to the Contract price pursuant to this article must be agreed upon or otherwise determined prior to final payment.

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 hereunder, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

- (b) The Contractor agrees to insert the substance of this article, including this paragraph (b), in any subcontract hereunder if a labor dispute may delay the timely performance of this Contract hereunder.

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 extermination services provided under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during performance in the manner and in accordance with the time periods set forth in the provisions of the “Audit and Inspection of Records” article of this Contract.
- (b) The Authority has the right to inspect and test all services called for by this Contract at all times and places reasonably practicable during the term of this Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the 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 to be a material breach, terminate the Contract hereunder for default.
- (f) Nothing contained herein shall be deemed to preclude the Contracting Officer from implementing a price reduction for the reduced value of services ultimately corrected in conformity with the Contract requirements.

2. INSPECTION OF SUPPLIES- N/A

3. CORRECTION OF DEFICIENCIES & WARRANTY

- (a) Notwithstanding anything to the contrary otherwise set forth in this Contract, the work shall be unconditionally warranted against failures or defects for a period of one (1) year after they are accepted, or placed in service, by the Authority, whichever is earlier. The Contractor shall accept the Authority's records regarding the date the item was placed in service.
- (b) In the event that any work covered by these warranty provisions fails during the warranty period, the Contractor shall repair or replace it within thirty (30) days, without cost or expense to the Authority.
- (c) This warranty shall be in addition to the one (1) time replacement paid for under the Contract that shall apply regardless of the Contractor's failures or defects.
- (d) Each report shall indicate in detail all repairs, adjustments and servicing to each and every component, unit or parts thereof.
- (e) Any warranty work shall be accomplished with minimum disruption to the Authority's operations and its maintenance and service facilities. The Authority shall at its sole discretion, determine the availability of facilities for warranty work.
- (f) The Contractor shall make available adequate service facilities, and spare parts, for all the items supplied. Trained technical service personnel shall be available to the Authority sufficient to meet the Contractor's warranty obligations.
 - (1) The Contractor shall provide field service representatives who are competent and fully qualified in the maintenance and operation of the 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 the Contractor's on site representatives for any warranty claims.
 - (2) During the warranty period, a field service representative shall be available within twenty four (24) hours.
- (g) The rights of the Authority set forth in this article shall be in addition to those set forth elsewhere in this Contract, hereunder or otherwise at law or in equity.

4. FIRST ARTICLE INSPECTION – N/A

5. F.O.B. DESTINATION-N/A

6. QUALITY ASSURANCE/QUALITY CONTROL

The Contractor shall be responsible for quality assurance and for assuring that the services provided under this Contract conform to the Contract's requirements. The Contractor shall maintain an effective and economical quality control program planned and developed in conjunction with other Contractor functions necessary to satisfy the requirements of this Contract. The quality control program shall establish and implement procedures to ensure

that only acceptable extermination services are tendered to the Authority with the required licenses and certifications and shall demonstrate both recognition of the Contract's quality requirements 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, and the Contractor shall provide for the early and prompt detection of actual or potential deficiencies, trends, or conditions that could result in unsatisfactory quality.

CHAPTER IV—CHANGES/ PRICING ADJUSTMENTS

1. CHANGE ORDERS

- (a) The Contracting Officer may at any time, by a written order, , direct and implement change orders, within the general scope of this Contract, including but not limited to, one (1) or more of the following:
 - (1) Nature and/or extent of services to be performed or supplies to be furnished under the Contract hereunder;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.) under the Contract hereunder; or
 - (3) Place of performance of the services under the Contract hereunder.
- (b) If, in the judgment of the Contracting Officer, any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Contract hereunder, 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 the 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 thirty (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. In any instance where it is not reasonably practicable for the Contractor to fully determine or project the impact within such thirty (30) day period, the claim shall be accompanied by such supporting documentation as is then reasonably available to the Contractor along with a statement of the anticipated time frame when the Contractor expects to provide the additional materials. The Contracting Officer shall maintain the right throughout the process to request such additional materials as he or she shall reasonably require in consideration of the claim and shall be under no obligation to conclude his or her consideration of the claim prior to 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, he or she shall have the right to prescribe the manner of the disposition.
- (e) Failure to agree to any adjustment in Contract price or time for performance as the result of a change implemented pursuant to this article shall be subject to adjudication in accordance with the "Disputes" article of this Contract. Notwithstanding the pendency of any such dispute, the Contractor expressly acknowledges that it shall remain fully obligated to perform the Contract as so changed.

- (f) Notwithstanding any other provision of this Contract, the Contractor shall promptly notify the Contracting Officer of matters, whether implemented as a change order or otherwise, that the Contractor asserts may reasonably result in either a change in the Contract price or the time required for performance of this Contract hereunder. The Contractor shall take action 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) In no event shall the Contractor be entitled to payment for change orders, additional or extra services or other modifications to any term of this Contract hereunder unless authorized in writing by the Contracting Officer.

2. PRICING OF ADJUSTMENTS

- (a) Notwithstanding any interpretation of contract cost principles to the contrary, the Authority will not be liable for interest, however represented, on or as a part of any claim, request, proposal or adjustment, including equitable adjustments, whether said claim, request, proposal or adjustment, including equitable adjustments, arises under the Contract, or otherwise.
- (b) As part of its proposal for any modification to this Contract hereunder requiring a price adjustment in excess of \$100,000, the Contractor shall submit to the Contracting Officer, 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 submitted. 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 this article is included in all subcontracts any tier, if the value of the subcontracted work exceeds \$100,000.

3. ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS

- (a) Applicability. This article shall apply to any adjustment in the price of this Contract initiated by the Contractor or the Authority.
- (b) Forward Price Adjustments. Unless waived in writing in advance by the Contracting Officer, the Contractor shall furnish to him or her a proposed price adjustment, in advance of performing 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. Such records shall be specifically segregated and identified in the Contractor's accounting system as being applicable to the pricing adjustment request.
- (c) Post Price Adjustments. This paragraph shall be applicable to price adjustments that either (i) are expected to exceed \$50,000; or (ii) 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 hereunder is not agreed upon prior to the commencement of work, the Contractor and any subcontractor engaged in the work

shall maintain accounts and original cost records segregated and identified by job order or other appropriate accounting categories approved by the Contracting Officer for all incurred, segregable costs related to the work for which the pricing adjustment is requested. The Contractor shall maintain accounts and records that segregate and account for the costs of all work associated with that part of the project for which the pricing adjustment is requested. The Contractor shall allocate the costs so accumulated between: (1) work required under the base Contract; (2) work requested to be reimbursed under the pricing adjustment; and (3) work claimed or determined to be related to other actual or proposed adjustments, including but not limited to, changes orders, differing site conditions, and the like. The accounts and records so established shall accumulate such costs under logical cost groups, such as material, labor, equipment, subcontracts, field overhead and the like. The Contractor shall record these costs on a form approved by the Contracting Officer.

- (d) Access to Records. As a condition to the Authority's obligation to consider any claim for a potential price adjustment, the Contractor shall grant to 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 costs as the Contracting Officer deems appropriate.
- (e) Limitation on Pricing Adjustment. If the Contractor or any subcontractor fails to generate, maintain, or make available any records required under this Contract, the Contracting Officer shall determine whether such failure is willful, deliberate or otherwise precipitated by bad faith, in which event, the Contractor shall not be entitled to any price adjustment. 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 costs for which records are not available, and add a single mark-up for indirect expenses not to exceed ten percent (10%) of the direct costs based on:
 - (1) An audit of the Contractor's, subcontractor's, records made available to the Authority; and/or
 - (2) An Authority estimate as adopted or modified by the Contracting Officer.
- (f) 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 their obligations under this article and otherwise in this Contract hereunder.
- (g) Flow-down clause. The Contractor shall ensure the inclusion of this article in all subcontracts issued under this Contract, modified as necessary, for proper identification of the parties and the Contracting Officer.

CHAPTER V – INVOICES/PAYMENTS/ DEDUCTIONS

1. BILLING AND PAYMENT

- (a) The Authority shall pay and the Contractor shall accept the amounts set forth in the Price Schedule as full compensation for all costs and expenses of completing the work in accordance with the Contract, hereunder including, but not limited to, all labor and material required to be furnished (including, but not limited to the costs for all pesticide and other materials and supplies used in performance of this Contract), all overhead, expenses, fees and profits, including the cost of providing storage yards or facilities, all risks and obligations set forth in this Contract; any applicable fees or taxes; and all expenses due to any unforeseen difficulties encountered.
- (b) Payments will be made following acceptance of the services to be provided under this Contract and after receipt and acceptance of a properly completed invoice. WMATA will accept the submittal of invoices in one of the following methods:
- (1) Email: Invoices may be submitted through email at: apinvoice@wmata.com. 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's name, a unique invoice number for each service, invoice date, payment terms, total invoice amount, "remit to" address, purchase order number, description of each service being invoiced, 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.
- (d) The Authority shall remit payment, generally within thirty (30) days of its receipt of an invoice satisfying the requirements of paragraphs (b) and (c), at the prices stipulated in the Contract hereunder, less any applicable deductions.

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

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

complete, accurate or current, such that the amount paid to the Contractor was greater than the amount that the Contractor would have been entitled to based upon 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 rights it may have under this Contract, at law or in equity.

3. SUBCONTRACTOR PAYMENTS

- (a) The Contractor shall, under this Contract, establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each subcontractor for satisfactory performance of its contract, or any billable portion thereof, no later than ten (10) days from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor. The Contractor shall also release any retention withheld from the subcontractor within ten (10) days of satisfactory completion of all work required by 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. The Contractor shall notify the Contracting Officer or other delegated Authority representative with each payment request, of any scheduled subcontractor payments that 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 that 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 shall be deemed to create a contractual relationship between the Authority and any subcontractor or to make the subcontractor an intended beneficiary of this Contract 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 Contract hereunder for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a “STOP WORK ORDER” (“SWO”) issued under this article. Upon receipt of the SWO, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Contract hereunder covered by the SWO during the period of work stoppage. Within a period of ninety (90) days after an SWO is delivered to the Contractor, or within any extension to which the parties agree, the Contracting Officer shall either:
 - (1) Cancel the SWO; or
 - (2) Terminate the work covered by the SWO as provided in this Contract hereunder as appropriate.

- (b) If a SWO is cancelled or its initial period or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment to the delivery schedule or price, or both, and modify the Contract hereunder in writing accordingly, if, in his or her judgment :
 - (1) The SWO results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor submits a written claim for such adjustment within thirty (30) days after the end of the period of work stoppage. At the sole discretion of the Contracting Officer, the Authority may consider any claim submitted at any time before final payment.

- (c) If an SWO is not cancelled and the work covered by the extermination services are 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 this Contract.

2. TERMINATION FOR DEFAULT

- (a) The Contractor shall be in default if it breaches of any of its obligations under this Contract hereunder deemed material by the Contracting Officer. In addition to those instances specifically referred to in the Contract, the Contractor shall be in default in the following circumstances:
 - (i) It fails to begin, or abandons, the work of the Contract in accordance with the contractual requirements;

- (ii) It fails to deliver the extermination services under the Contract or perform the extermination services within the time specified in the Contract or hereunder or any extension approved by the Contracting Officer;
 - (iii) It fails to make progress in a manner deemed unreasonable or unnecessary by the Contracting Officer so as to endanger performance of the Contract; or
 - (iv) 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, stating the nature of the breach and stating that, if the Contractor fails to cure such failure(s) within ten (10) days (or such additional time as the Contracting Officer authorizes), the Authority shall terminate this 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 (10) day period, or such additional period as may be designated in the Notice to Cure, the Authority may, immediately upon conclusion of such period or at any reasonable time thereafter, terminate the Contract hereunder, 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 terminated. The Authority shall have the right to take any action necessary to complete the work, including performing the work itself, or contracting with another party to do so. In the event that this Contract 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 costs, tooling, equipment, and property costs. 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 part of the Contract that was not terminated.

- (d) The Authority may, in its sole discretion, waive a default by the Contractor, but such waiver shall not be deemed a waiver of any subsequent default.

- (e) Upon any termination for default, the Authority may require the Contractor to deliver to the Authority, as directed by the Contracting Officer of (1) any completed or partially completed services, 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) 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 converted to a termination for convenience and the rights and obligations of the parties shall be determined in accordance with the "Termination for Convenience" article of this Contract.

- (g) Any dispute regarding any issue arising under this article shall be subject to review and adjudication in accordance with the "Disputes" article of this Contract. In no event shall the Authority's issuance of a Notice to Cure pursuant to paragraph (b) be the basis of a Dispute or be otherwise subject to further review under this Contract or otherwise. The pendency of any dispute shall not constitute a basis for the delay or suspension of, or otherwise affect, the Authority's right to proceed in accordance with this article, including its right to complete the remaining portion of this Contract as above described, or its right to insist that the Contractor complete any portion of the Contract was not terminated.
- (i) The rights and remedies of the Authority in this article are in addition to any other rights and remedies provided under this Contract, at law or in equity.

3. TERMINATION FOR CONVENIENCE

- (a) The Authority may terminate performance of work under this Contract in whole, or 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, 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 this 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), of the Contractor under the subcontracts terminated. The Authority shall have the right to settle or pay any termination costs arising out of the subcontracts and have no further liability to the Contractor in connection with the work that 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, deliver to the Authority:

- (a) Work in process, completed work and other material produced or acquired for the work terminated; and
 - (b) The completed or partially completed plans, drawings, information and other property that, if this Contract hereunder had been completed, would have been 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). The Contractor is not required to extend credit to any purchaser and 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 one hundred twenty (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 not later than twenty (20) business days following the Authority's issuance of a Notice of Termination pursuant to paragraph (a), the Contractor shall submit a Termination Settlement Proposal (TSP) to the Contracting Officer, in the form he or she prescribes 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 so determined.

- (e) Following submission of the Contractor's proposal pursuant to paragraph (d), the parties shall agree upon the whole or any part of the amount to be paid or remaining to be paid as a result of the termination. The amount may include a reasonable allowance for profit on work completed. In no event shall the total amount to be paid 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 services accepted by the Authority (or sold or acquired under paragraph (b) (9) not previously paid for, adjusted for any savings.

- (2) The total of:
 - (i) The costs incurred prior to termination in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any costs attributable to items compensated or to be paid for under subparagraph (f)(1);
 - (ii) The cost of settling and paying termination costs under terminated subcontracts that are properly chargeable to the terminated portion of this Contract hereunder, if not excluded in subparagraph (f)(2)(i); and
 - (iii) A sum, representing profit on the items described in subparagraph (f)(2)(i) determined by the Contracting Officer pursuant to Section 49.202 of the Federal Acquisition Regulation(FAR), in effect on the date of this Contract, to be fair and reasonable. If it appears that the Contractor would have sustained a loss on this entire Contract hereunder had it been completed, the Contracting Officer shall allow no profit under this subparagraph and shall reduce the settlement to reflect the projected rate of loss.

- (3) The reasonable indirect costs of settlement of the work terminated, including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of the TSP;
 - (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 that it is undeliverable to the Authority or to a third party.

- (h) The cost principles and procedures of Part 31 of the FAR, in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this Article, except that the Authority shall not be obligated to pay interest on any claim, however represented.

- (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).The Contractor's failure to submit the TSP within the time provided in paragraph (d), or to timely request an extension thereof, shall constitute a waiver of its right to appeal the Contracting Officer's final decision pursuant to the "Disputes" article or any otherwise applicable contractual, legal or equitable remedy.

- (j) In determining any sum due to the Contractor under this article, there shall be deducted:

- (1) All unliquidated advances or other payments to the Contractor under the terminated portion of this Contract;
 - (2) The value, as determined or reasonably projected by the Contracting Officer, of any claim that the Authority has against the Contractor under this Contract including any third-party claim, if the Contracting Officer is not satisfied that sufficient insurance coverage is in place; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other items 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 this Contract at the remaining price inequitable, the Contractor may file a proposal with the Contracting Officer for an adjustment of the price(s) for the continued portion of this Contract, within ninety (90) days from the effective date of termination, unless extended in writing by the Contracting Officer. The Contractor's proposal shall be accompanied by appropriate supporting documentation of the claimed inequity.
- (l) The Contractor's responsibilities and obligations under this article shall remain in full force and effect notwithstanding the pendency of any dispute or other delay relating to determination of the appropriate price adjustment or any other issue arising from the termination for convenience.
- (m) Unless otherwise provided in this Contract, or by statute, the Contractor, and all subcontractors whose work is encompassed in the termination settlement shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Authority, its governing jurisdictions and any other federal, state, or local entities providing funding for this Contract, and to the 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) 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 this 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 this 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, he or she may conduct an evaluation of the successor party's capability to perform the Contract in the same manner and to the same extent that 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, he or she may terminate this Contract.

- (b) Any attempt to transfer by assignment not authorized by the Contracting Officer hereunder shall constitute a material breach of this Contract on the part of the Contractor and the Authority may thereupon terminate this Contract in accordance with the "Termination for Default" article set forth herein.
- (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) Any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contracting Officer's decision shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer, a written notice of appeal addressed to the Authority's Board of Directors. Such notice must indicate that an appeal is intended and must reference the decision and Contract number. The decision of the Board of Directors or its duly authorized representative for the determination of such appeals shall be final and conclusive, unless in proceedings initiated by either party for review of such decision in a court or board of competent jurisdiction, it determines that the decision was fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this article, the appellant shall be afforded an opportunity to be heard and offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract, in accordance with the Contracting Officer's decision. The Armed Services Board of Contract Appeals (ASBCA) is the 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 this Contract shall be construed as making final, the decisions of the Board of Directors or its representative on questions of law.

CHAPTER VII – INDEMNIFICATION/INSURANCE/RISK OF LOSS

1. INDEMNIFICATION

- (a) The Contractor shall indemnify, defend and hold harmless the Authority, its Board members, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable 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 this Contract and/or any acts, known or unknown, in connection with activities to be performed *unless* the loss or damage is due to the sole negligence of the Authority. Nothing in the preceding sentence shall be deemed to relieve the Contractor from ultimate liability for any obligation under this Contract.
- (b) The Contractor shall indemnify, defend and hold harmless the Authority its Board members, employees and agents against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys' fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the job site, unless the loss or damage is due to the sole negligence of the Authority.
- (c) If any action or proceeding relating to the indemnification required is brought against the Authority, then upon written notice from the Authority to the Contractor, the Contractor shall, at the Contractor's expense, resist or defend such action or proceeding by counsel approved by the Authority in writing. 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, at the Authority's sole cost and expense without waiving or impairing the Contractor's duty to indemnify hereunder.
- (d) The Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to the Authority pursuant to this article. The provision of insurance, while anticipated to provide a funding source for this indemnification, is independent of this indemnification obligation and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed hereunder.

2. INSURANCE REQUIREMENTS

1. General Insurance Requirements

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

- 1) Contractor is required to maintain the insurance coverage(s) outlined in this section for a period of time commencing the sooner of the execution of this

contract, or the start of work, without interruption. The coverages shall be maintained in force and effect for three (3) years after final completion and acceptance of the work, with the exception of professional liability insurance. Professional liability insurance requirements are outlined in article 6.

- 2) The insurance coverages and limits of insurance outlined in this section are minimum coverage and limits. Contractor is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and/or limits of insurance that Contractor deems prudent and necessary to manage risk in the completion of this Contract.
- 3) Upon written request from WMATA, Contractor shall provide copies of any and all policies, including all endorsement(s), within five (5) business days of such request.
- 4) Insurance policies must be written on admitted paper, (unless otherwise indicated herein) with an insurance company acceptable to WMATA.
- 5) Unless otherwise noted, "claims made" insurance policies are not acceptable.
- 6) Any insurance policy utilizing a self-insured retention (SIR) requires approval from WMATA.
- 7) Contractor is required to incorporate these minimum insurance requirements into Contract requirements for all subcontractors at every tier.

2. Workers' Compensation and Employer's Liability

Required Minimum Limits of Coverage:

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

Required Minimum Coverage(s):

- 1) Workers' compensation statutory coverage must be provided on an "all states" basis.
- 2) Contractor, and subcontractors at any tier performing work within five hundred (500) feet of navigable water must have their workers' compensation policies endorsed to provide coverage for both Jones Act liability and Longshore and Harbor Workers' Compensation Act liability.

3. Commercial General Liability

Required Minimum Limits of Coverage:

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

Required Minimum Coverage(s):

- 1) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determinations 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) Policies shall be endorsed with Additional Insured Endorsements in compliance with the "Additional Insured" article 9 of this section. Commercial general liability and umbrella excess liability forms must provide defense coverage for additional insureds.
- 4) Policies shall be endorsed with waiver of subrogation endorsements in compliance with the "Waiver of Subrogation" article 10 of this section.
- 5) The definition of "insured contract" shall be modified to provide coverage for contracts for construction or demolition operations that are within fifty (50) feet of a railroad, and sidetrack agreements.
- 6) Defense costs (allocated loss adjustment expenses) must be included and in excess of the policy limits for all primary and umbrella excess policies.
- 7) Policies 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) Policies shall be endorsed with ISO endorsement CG 25 04 03 97; "designated location general aggregate limit", and designate "any and all locations" as the designated location.
- 9) The additional insured endorsement shall include products and completed operations coverage with no limitation on when claims can be made.
- 10) Coverage afforded is not limited to the minimum limits of insurance. Additional insured coverage shall be afforded on all liability insurance maintained by Contractor.

4. Business Automobile Liability

Required Minimum Limits of Coverage:

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

- 1) Business automobile liability insurance policies shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determinations shall be made in WMATA's sole and unreviewable discretion.
- 2) Policies shall be endorsed with additional insured endorsements in compliance with the "Additional Insured" article 9 of this section.
- 3) Policies shall be endorsed with waiver of subrogation endorsements in compliance with the "Waiver of Subrogation" article 10 of this section.
- 4) Business automobile liability minimum combined single limit requirements may be obtained through the combination of a primary business automobile liability policy and an umbrella excess liability policy, provided that the umbrella excess liability policy complies with items 1 through 3 above.

5. Additional Insured(s)

Contractor, and subcontractors at every tier are required to add WMATA, and the WMATA Board of Directors as additional insureds on all insurance policies they purchase, with the exception of workers' compensation and professional liability policies.

- 1) Coverage provided to any additional insured shall be primary and non-contributory to any other insurance available to the additional insured.
- 2) Coverage provided to any additional insured shall be for claims arising out of both ongoing operations and products and completed operations hazards.
- 3) Coverage available to any additional insured under the products and completed operations hazards can only be limited to the applicable statute of repose in the jurisdiction where the contract's scope of work takes place.
- 4) Coverage available to the additional insureds is not limited to the minimum limits of coverage outlined in this document.

6. Waiver of Subrogation

Contractor, and subcontractors at every tier are required to have their insurance policies, endorsed to waive the insurance company's rights of recovery against WMATA, its independent contractors and the WMATA Board of Directors.

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

7. Certificate of Insurance (COI)

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

- 1) Satisfactory COI stating all required insurance coverage requirements under this Section shall be delivered before WMATA's execution of this Contract.
- 2) Failure to provide satisfactory evidence of all required insurance may result in Contractor and/or subcontractors at every tier being denied access to work locations, including, but not limited to WMATA's properties.
- 3) COIs must reflect total limits of insurance purchased by Contractor for the types of insurance required under this Contract.
- 4) Proposed material modifications to insurance required under this section must be received by WMATA at least thirty (30) days prior to the effective date of the proposed modifications to such insurance.
- 5) WMATA's receipt of copies of any COI, policy endorsements or policies does not relieve Contractor of the obligation to remain in compliance with the requirements of this section at all times. Contractor's failure to so comply, and to continuously comply with these insurance requirements shall constitute a material breach of this Contract.
- 6) The ACORD COI shall specifically state the following:
 - a. The identity of all additional Insureds under the policies stated in this section.
 - b. That each additional insured(s) as required under this section is an additional insured on a primary and non-contributory basis.
 - c. That each additional insured(s) is an additional insured for ongoing operations of the Contractor in addition to the products and completed operations coverage.
 - d. That coverage providing a waiver of subrogation to each additional insured is compliant with the "Waiver of Subrogation" article of this section.
 - e. That the issuing insurance company will mail written notice of cancellation of any of the required insurance policies to WMATA within thirty (30) days of cancellation. Use of "will endeavor to" regarding this requirement is not acceptable and must be deleted. Such notice shall be sent to:

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

3. RISK OF LOSS

- (a) Risk of loss, theft, destruction of, or damage to, deliverables or other items remains with the Contractor until they are accepted by WMATA.
- (b) In the event of loss or damage to any deliverable or other item prior to the time when 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 in accordance with all requirements of this Contract without cost to the Authority. Nothing contained herein shall be deemed to require the Contractor's repair or replacement of any loss or damage occasioned solely by the willful or negligent act(s) of the Authority.

CHAPTER VIII – INTELLECTUAL PROPERTY RIGHTS

1. PATENT INDEMNITY - N/A

2. SET-OFF

The Authority shall have all of its common law, equitable and statutory rights to set-off. These rights shall include, but are not limited to, the Authority's option to withhold for the purposes of set-off any monies 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.

3. RIGHTS IN TECHNICAL DATA – GENERAL – N/A

4. RIGHTS IN TECHNICAL DATA – UNLIMITED

- (a) The term technical data as used in this article means technical writings, computer software, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of a technical nature, whether or not copyrighted, that are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analyses, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer data bases, and documentation thereof.
- (b) The Authority or 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, 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:
 - (1) Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
 - (2) Technical data pertaining to end items, components or processes that were prepared for the purpose of identifying sources, sizes, configurations, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data; e.g., specification control drawings, catalog sheets, outline drawings. Except for the computer software, it means data identifying sources, functional characteristics, and performance requirements, but specifically excludes the source code, algorithms, processes, formulae, and flow charts of the software);
 - (3) Other technical data that has been, or is normally furnished without restriction by the Contractor or subcontractor;
 - (4) Other specifically described technical data that the parties have agreed will be furnished without restriction;

- (5) All computer software regardless of whether it is technical data as defined in this article, including the source code, algorithms, processes, formulae, and flow charts, that are 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 manufacturing, or
 - (3) Used by a party other than the Authority except for: (i) emergency repair or overhaul, (ii) where the item or process concerned is not otherwise reasonably available to the Authority to enable timely performance of 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 Authority's right to use similar or identical data acquired from other sources.

- (e) Where any item is purchased as a separate line item in 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 or she 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 Board members, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for the Authority's purposes, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all (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, promptly and in reasonable written detail, each notice or claim of copyright infringement it receives 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 ten percent (10%) of the Contract price until final delivery and acceptance of the technical data defined in this article and as required to be furnished by the Price Schedule or the Contract 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 work or services performed hereunder, the Contractor shall furnish to the Authority, when requested by the Contracting Officer, all evidence and information in its possession pertaining to such suit or claim. Such evidence and information shall be furnished at the Contractor's expense since it 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. § 2000(d), section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, federal transit law at 49 U.S.C. § 5332, and D.C. law, the contractor, sub-recipient, subcontractor or sub lessee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, disability or sexual preference. In addition, the contractor, sub-recipient, or subcontractor agrees to comply with applicable federal implementing regulations and other regulations that the federal government may issue.
- (b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to this Contract hereunder:
- (1) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000(e), and federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 *et. seq.*, [implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note], and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect 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 or subcontractor agrees to comply with any implementing requirements the federal government 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 the federal government 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 the federal government may issue.

- (c) The Contractor also agrees to include all of these requirements in each subcontract financed in whole or in part with assistance provided by the federal government, 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, subcontractor or sub lessee working on for any part of the contract work that may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any such employee, in any workweek in which he or she is employed, to work in excess of forty (40) hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such employee receives compensation at a rate not less than one and one-half ($1\frac{1}{2}$) times his or her basic rate of pay for all such hours worked in excess of forty (40) hours in such work week.
- (b) Violation. Liability for Unpaid Wages - Liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor, and any subcontractor responsible therefore shall be liable to any affected employee for his or her unpaid wages. In addition, such Contractor or subcontractor shall be liable to the Authority for liquidated damages. Such liquidated damages shall be computed with respect to each individual employee employed in violation of the provision of paragraph (a) in the sum of \$10 for each calendar day on which such employee was permitted to be employed on such work in excess of his or her standard work week of forty (40) hours without payment of the overtime wages required by paragraph (a).
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Contractor, from any monies payable on account of work performed by the Contractor or subcontractor as may be administratively determined to be necessary to satisfy any of their liabilities for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).
- (d) Subcontracts and subleases. The Contractor shall insert paragraphs (a) through (d) of this article in all subcontracts and shall require their inclusion in all subcontracts at any tier.
- (e) Records. The Contractor shall maintain payroll records containing the information specified in 29 C.F.R. § 516.2(a). Such records shall be preserved for three (3) years from the completion of this Contract.

3. WALSH-HEALEY PUBLIC CONTRACTS ACT- N/A

4. CONVICT LABOR

- (a) Except as provided in paragraph (b), the Contractor shall not employ in the performance of this Contract any person undergoing a sentence of imprisonment imposed by any court of the federal government, a state, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons:
- (1) On parole or probation to work at paid employment during the term of their sentence;
 - (2) Who have been pardoned or who have served their terms; or
 - (3) Confined for violation of the laws of the federal government, the states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if:
 - (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.

5. 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 terminate this Contract without liability. If no fraud is suspected, the Authority may deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

If fraud is suspected, the Authority's only remedy until final resolution by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the Department of Transportation's Office of Inspector General (DOT-OIG), the Inspectors General of any federal, state or local government agency providing funding under this Contract hereunder, and/or appropriate federal, state and/or local law enforcement agencies.

6. 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.

7. 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. § 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

8. LAWS AND REGULATIONS

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

9. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

- (a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous material five (5) days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this Contract which involve exposure to hazardous materials or items containing these materials.
- (b) "Hazardous material," as used in this article, is as defined in Federal Standard No. 313B, in effect on the date of this Contract.
- (c) Neither the requirements of this article nor any act or failure to act by the Authority shall relieve the Contractor of any responsibility or liability for the safety of Authority, Contractor, or subcontractor personnel or property.
- (d) Nothing contained in this article shall relieve the Contractor from complying with applicable federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous materials.
- (e) The Authority's rights in data furnished under this Contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this article is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous material (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for the Authority for these purposes.
- (2) To use, duplicate, and disclose data furnished under this article, in accordance with subparagraph (e) (1) above, in precedence over any other provision of this Contract hereunder providing for rights in data.
- (3) The Authority is not precluded from using similar or identical data acquired from other sources.
- (4) The data shall not be duplicated, disclosed, or released outside the Authority, in whole or in part, for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this Article applies -

"This is furnished under Authority Contract No.CQ15215 and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of the Contracting Officer. This legend shall be marked on any reproduction of this data."
(End of legend)
- (5) That the Contractor shall not place the above legend or any other restrictive legend on any data that (i) the Contractor, any subcontractor previously delivered to the Authority without limitations; or (ii) should be delivered without limitations under the conditions specified in the article entitled "Rights in Technical Data."
- (f) The Contractor shall insert this article, including this paragraph, with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this Contract involving hazardous material.

10. 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 twelve (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 hereunder;
 - (2) Include the Living Wage provision in all subcontracts that exceed \$15,000 in a twelve (12) month period awarded under this Contract;

- (3) Maintain payroll records, in accordance with the retention and examination of records requirements in this Contract, and include a similar provision in affected subcontracts that requires the subcontractor or sublessee to maintain its payroll records for the same length of time; and
- (4) Certify with each monthly invoice, that the Authority's Living Wage Rate was paid to affected employees, or if applicable, certify prior to Contract award or extension, that one (1) 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 Policy. .
- (d) Exemptions to the Living Wage Policy 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 (10) employees.
- (e) The Authority may adjust the Living Wage Rate effective in January of each year. The adjustment will reflect the average Living Wage Rate among Metro's Compact jurisdictions with Living Wage Rates. If after Contract award the living wage rate increases, the Contractor is entitled to an equitable adjustment to the Contract price in the amount of the increase for employees who are affected by the escalated wage.
- (f) Failure to comply with the Authority's Living Wage Policy shall result in the Authority's right to exercise available contract remedies, including termination.

11. METRIC SYSTEM

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

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

- (1) WMATA's Office of Inspector General (OIG), in person, in writing, through the OIG Hotline (888-234-2374) 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 hereunder, and with any enforcement or judicial proceeding arising from such inquiry or review.
- (c) The Contractor and its subcontractors shall not interfere with or deny the right of any employee or independent contractor of either the Contractor or any of its subcontractors to make a report under paragraph (a). The Contractor and its subcontractors shall not recommend, take or threaten to take any action having a negative or adverse impact on any employee or independent contractor of either the Contractor or any of its subcontractors because he or she:
- (1) Made or is perceived to have made a report under paragraph (a);
 - (2) Sought a remedy under applicable law after making a report under paragraph (a);
 - (3) participated in or cooperated with an inquiry or review by an authorized official of WMATA, or by the federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, or with an enforcement or judicial proceeding arising from such inquiry or review;
 - (4) Refused to obey an order that would violate law; or
 - (5) refused to work or authorize work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there was no reasonable alternative to refusal, there was not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, notified the Contractor or subcontractor of the condition and of 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) 6 U.S.C. §1142, 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, 6 U.S.C. §1142 or testifying regarding such complaint.

- (f) The Contractor shall notify the Authority of any instance, related to this Contract, of a report under subparagraph (e) (1) or refusal under subparagraphs (e) (2), (3) or (5).

- (g) The enforcement, filing and investigation of complaints, and remedies under this section shall be governed by the NTSSA, 6 U.S.C. §1142 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.

13. DRUG AND ALCOHOL TESTING – N/A

14. 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 Board member or employee of the Authority who has been involved, directly or indirectly, in any matter of financial interest to the Contractor until at least two (2) years after the Board member 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 Board member or employee during the period in which such Board member or employee is involved in any such matter of financial interest to the Contractor.
- (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.
- (c) Should the Contractor fail to comply with the provisions hereof, and no fraud is suspected, the Contracting Officer shall have the right to withhold payment under this Contract in an amount not to exceed two percent (2%) of the total Contract amount as liquidated damages to the Authority, such withholding to be in addition to any other withholding or right of the Authority under this Contract. Any objections or appeal shall be settled in accordance with the "Disputes" article of this Contract.
- (d) If fraud is suspected, the Authority's only remedy until final resolution by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the Department of Transportation's Office of Inspector General (DOT-OIG), the Inspectors General of any federal, state or local government agency providing funding under this Contract and/or appropriate federal, state and/or local law enforcement agencies.

15. GRATUITIES

- (a) In connection with performance of r 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 Board Member 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 thereto 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 WMATA's Office of Inspector General (OIG), the Department of Transportation's Office of Inspector General (DOT-OIG), the Inspectors General of any federal, state or local government agency providing funding under this Contract, and/or appropriate federal, state and/or local law enforcement agencies.

- (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.

16. OFFICIALS NOT TO BENEFIT

- (a) No member of or delegate to Congress, resident commissioner, or member of a state or local public body shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom during his or her tenure or for two (2) years thereafter. This provision shall not be construed to extend to this Contract or subcontract hereunder that is placed in a blind trust in accordance with the rules and regulations of the U.S. Office of Government Ethics (OGE).

- (b) Enforcement of this Article shall be consistent with 18 U.S.C. §431.

17. ORGANIZATIONAL CONFLICT OF INTEREST

- (a) An organizational conflict of interest (OCI) exists when the nature of the work to be performed under a proposed Contract or a subcontract may, without some restriction on future activities result in an unfair competitive advantage to the Contractor or subcontractor; because of (1) unequal access to information, (2) biased ground rules or (3) impaired objectivity. An unequal access to information OCI may exist if in performing a Contract, a Contractor obtains access to non-public information that provides a competitive advantage to it in a later competition. A biased ground rules OCI may exist if the Contractor has a role in setting rules for a source selection in which the Contractor will compete. An impaired objectivity OCI may exist if, in performing a Contract, a Contractor is called upon to evaluate an offer from or performance by itself or an affiliated entity.

- (b) In the event that the Contractor believes that it or any of its potential subcontractors may have an OCI, it shall notify the Contracting Officer, in writing, within five (5) work days after it becomes aware of the potential or actual OCI. The written notification shall identify the nature and circumstances of the perceived conflict and propose appropriate measures to eliminate or mitigate the OCI. The Contracting Officer will review the circumstances and the proposed mitigation plan and notify the Contractor stating whether: (1) no mitigation is

required; (2) the conflict cannot be mitigated; or (3) the conflict can be mitigated and he or she accepts the proposed measures, or recommends 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 being terminated.
- (d) Should the Contractor identify or become aware of a conflict during the term of this Contract, including any extension thereof that it could not reasonably anticipate prior to award, it shall notify the Contracting Officer in accordance with paragraph (b) 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. If the Contracting Officer does not grant a request for an exception, 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 actions to comply with this clause.
- (f) If the proposed measures are determined to be acceptable to the Contracting Officer, he or she may grant a specific exception to this restriction, when in the Contracting Officer's judgment, the exception will not create a conflict between the Contractor's duties and obligations under this Contract and the duties and obligations imposed on the Contractor under another contractual or other relationship.
- (g) If the Contractor fails to comply with the terms of this clause, and no fraud is suspected, the Contracting Officer, may withhold payments due under this Contract until such time as the Contractor is in compliance or, should the noncompliance remain uncorrected at the expiration of ten (10) days from written notice from the Contracting Officer as provided in subparagraph (d)(2), terminate the contract for default pursuant to this Contract.
- (h) If fraud is suspected, the Authority's only remedy prior to a final determination by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or federal agency providing funding under this Contract and/or appropriate federal, state and/or local law enforcement authorities.
- (i) The Contractor, in performing this Contract, shall avoid any conduct that might result in or give the appearance of creating for Board members or employees of the Authority in their relationship with the Contractor, any conflicts of interest or favoritism and/or the appearance thereof and shall avoid any conduct that might result in a Board member, or employee failing to adhere to the Standards of Conduct adopted by the Authority's Board of Directors.
- (j) Any determination by the Contracting Officer under this clause shall be final and shall be considered a question of fact within the meaning of the "Disputes" clause of this Contract.

18. CONTRACTOR PERSONNEL

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

19. FALSE STATEMENTS, CLAIMS OR SUBMISSIONS

- (a) The Contractor acknowledges its responsibility to undertake its obligations under this publicly funded Contract with full integrity and, to that end, to take all reasonable steps to ensure that statements, claims and submissions made pursuant to the Contract hereunder are provided in good faith and with a reasonable belief as to their truthfulness, accuracy and completeness.
- (b) In the event that it is finally determined by a court of competent jurisdiction that any statement, claim, submission, or certification made by or on behalf of the Contractor pursuant to a material element of the Contract was knowingly false, fictitious or fraudulent, the Authority shall be entitled to recover from the Contractor, an amount equal to not more than three (3) times the monetary value of the benefit derived or sought to be derived by the Contractor through its false statement, claim or submission. For purposes hereof, an element of the Contract hereunder 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 hereunder.
- (c) The Authority's only remedy until final resolution by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the Department of Transportation's Office of Inspector General (DOT-OIG), the Inspectors General of any federal, state or local government agency providing funding under this Contract and/or appropriate federal, state and/or local law enforcement agencies.
- (d) The rights of the Authority set forth in this article are in addition to any contractual, legal or equitable rights that may arise upon the Contractor's submission of a knowingly false claim or statement, including without limitation the Authority's right to terminate the Contract. 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 hereunder, 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 that would not otherwise have been payable on such transactions or property, the Contract price shall be increased by the amount of such tax or duty or rate increase, 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 that was otherwise payable on such transactions or property or that was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Authority, as directed by the Contracting Officer. The Contract price shall be similarly decreased if the Contractor, through its fault or negligence or its failure to follow the Contracting Officer's instructions, 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, hereunder the term "Contract date" means the effective date of such modification.
- (f) The Contractor shall promptly notify the Contracting Officer of matters that may result in either an increase or decrease in the Contract price under this 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, 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 that 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 hereunder 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 it shall be added by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

CHAPTER XI-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 is required to comply with either an established OSHA General Industry Standard, National Institute for Occupational Safety and Health (NIOSH) guidelines, American Conference of Governmental Industrial Hygienists (ACGIH) guidelines, American National Standards Institute (ANSI) guidelines, the WMATA System Safety Program Plan, the WMATA Construction Safety Methods Manual, or the Metrorail Safety Rules and Procedures Handbook. For contracts where work is performed on, or interfaces with the Metrorail System, the Contractor shall also comply with the publication entitled "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 hereunder. 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 Contracting Officer.
- (b) 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's property and facilities. Contractor employees and candidates who pass the background screenings are eligible to enter WMATA's property once WMATA issues them a contractor's badge. Contractor employees and candidates who do not authorize background screenings or whose background screenings are unsatisfactory will not be granted contractors' badges or access to WMATA's property. Successful background checks are valid for one (1) year from the date of issuance.

3. WORKPLACE VIOLENCE/ZERO TOLERANCE

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



MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

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:

- | | | |
|---|--|---|
| <input type="checkbox"/> Alexandria Public Schools | <input type="checkbox"/> Frederick, Maryland | <input type="checkbox"/> Northern Virginia Community College |
| <input type="checkbox"/> Alexandria Sanitation Authority | <input type="checkbox"/> Frederick County, Maryland | <input type="checkbox"/> Prince George's Community College |
| <input type="checkbox"/> Arlington County, Virginia | <input type="checkbox"/> Gaithersburg, Maryland | <input type="checkbox"/> Prince George's County, Maryland |
| <input type="checkbox"/> Arlington County Public Schools | <input type="checkbox"/> Greenbelt, Maryland | <input type="checkbox"/> Prince George's Public Schools |
| <input type="checkbox"/> Bladensburg, Maryland | <input type="checkbox"/> Herndon, Virginia | <input type="checkbox"/> Prince William County, Virginia |
| <input type="checkbox"/> Bowie, Maryland | <input type="checkbox"/> Leesburg, Virginia | <input type="checkbox"/> Prince William County Public Schools |
| <input type="checkbox"/> BRPC | <input type="checkbox"/> Loudoun County, Virginia | <input type="checkbox"/> Prince William County Service Authority |
| <input type="checkbox"/> Charles County Public Schools | <input type="checkbox"/> Loudoun County Public Schools | <input type="checkbox"/> Rockville, Maryland |
| <input type="checkbox"/> City of Fredericksburg | <input type="checkbox"/> Loudoun County Water Authority | <input type="checkbox"/> Spotsylvania County |
| <input type="checkbox"/> College Park, Maryland | <input type="checkbox"/> Manassas, Virginia | <input type="checkbox"/> Spotsylvania County Government & Schools |
| <input type="checkbox"/> District of Columbia Government | <input type="checkbox"/> City of Manassas Public Schools | <input type="checkbox"/> Stafford County, Virginia |
| <input type="checkbox"/> District of Columbia Public Schools | <input type="checkbox"/> Manassas Park, Virginia | <input type="checkbox"/> Takoma Park, Maryland |
| <input type="checkbox"/> District of Columbia Water & Sewer Auth. | <input type="checkbox"/> Maryland-National Capital Park & Planning Comm. | <input type="checkbox"/> Upper Occoquan Service Authority |
| <input type="checkbox"/> Fairfax, Virginia | <input type="checkbox"/> Maryland Department of Transportation | <input type="checkbox"/> Vienna, Virginia |
| <input type="checkbox"/> Fairfax County, Virginia | <input type="checkbox"/> Metropolitan Washington Airports Authority | <input type="checkbox"/> Washington Metropolitan Area Transit Authority |
| <input type="checkbox"/> Fairfax County Water Authority | <input type="checkbox"/> Metropolitan Washington Council of Governments | <input type="checkbox"/> Washington Suburban Sanitary Commission |
| <input type="checkbox"/> Falls Church, Virginia | <input type="checkbox"/> Montgomery College | <input type="checkbox"/> Winchester, Virginia |
| <input type="checkbox"/> Fauquier County Schools & Government | <input type="checkbox"/> Montgomery County, Maryland | <input type="checkbox"/> Winchester Public Schools |
| | <input type="checkbox"/> Montgomery County Public Schools | |

PART III
TECHNICAL SPECIFICATIONS

**TECHNICAL SPECIFICATIONS
[CQ15215/JWC]**

SCOPE OF REQUIREMENT:

Extermination Services

*Contingent upon availability of operational funding

Item I. Scope and Nature of Services

The following is for the procurement of various types of extermination services for a period of twelve (12) months with three (3) one (1) year options, beginning with Item 1 - Regular Service.

The following services will be performed at locations identified in Attachments A (Bus Garages & Facilities) and Attachments C (Operating Stations):

1. Rail facilities and rail stations shall have regularly scheduled extermination services twice a month. At all bus facilities the frequency of extermination services shall be once each week with no more than four services per month. The Contractor shall perform all extermination services and inspections necessary and incidental to the successful prevention, control and eradication of rats, mice, roaches, ants, silverfish, spiders, bees, wasps, mosquitoes, clover mites, paper mites, termites, bed bugs, fleas and other pests.
2. The services at all bus garages and rail facilities are to include: the locker rooms, restrooms, lunchrooms, administrative office areas, bus repair bays, shop areas, guard booths* and trash dumpster surroundings as per Attachment B. Approximate square footage of the facilities is contained in Attachment A.
3. The services at operating stations must include: all storage rooms, incidental rooms, offices and special rooms at ends of platforms, restrooms, cleaners rooms, kiosks(#), mezzanines, platforms, elevator shafts, stairwells, parking garages and associated ancillary rooms, and drainage areas within the station structure, all as per Attachment D. An average square foot chart for typical stations is contained in Attachment E.
4. The costs and expenses for any pesticide or other chemicals or supplies used in performance of these services will be included in the cost of the services.

All services for ITEM 1 shall be during the hours of 8 AM to 5 PM, Monday through Friday; unless otherwise determined by the C.O.T.R.

Service Reporting and Invoicing (Exterminator Contractor):

1. The Contractor shall be responsible for ensuring that all services are properly documented and reported to the WMATA COTR or designated representative. Contractor will only be paid for actual services rendered.
2. Validation of actual services rendered must be documented at the point or location where services are performed. The service validation may be captured on a paper based document that details all services performed and a member of WMATA's management staff must sign for each service verification.
3. Electronic service validation (barcode service scan or similar technology) may be acceptable when servicing rail stations, bus garages or facility buildings. WMATA has tagged all service locations with unique identifying barcode or Quick Response (QR) code. The Contractor may utilize an electronic scanner to verify services rendered at locations where barcodes exist.
4. All scanned service data must be downloaded to the MS Excel program and displayed as an Excel or MS Word spreadsheet. The Contractor may also display the electronic service data on a WEB based service dashboard. The Contractor must agree to download electronic service data daily.
5. Prior to award of the Contract, the Contractor must secure the COTR's approval of the method in which all services will be documented and reported.
6. WMATA retains the right to require the Contractor to amend, revise, or improve the methods by which all services are captured and reported during the span of this contract. The Contractor must ensure that services are thoroughly completed, documented, reported and billed appropriately.

Contact Information:

Contractor must provide COTR with a working phone number in order to be reached for emergencies and must respond to all such calls within four (4) hours. Emergencies constitute, gnat or bee swarms, rodent infestations or similar situations where immediate attention is required to ensure the safety of WMATA staff and the public.

Guards Booths

Guard booths and kiosks are not to be treated for pests with any liquid or spray type insecticide. Guard booths and kiosks are to be treated for insects and pests by placement of hydramethylnon gel-bait traps or a similar product that does not use liquid or sprays, as indicated under "Performance of Services" #8, below and also approved by the COTR.

Item 2 - Special Request Service

The services for this item shall be performed on a request basis as designated by the COTR at the time a need arises for successful control of pests at various stations, facilities and in areas excluded in Item 1, that may include grass, ground-covers, shrubs, trees, shelters, signal boxes, bike racks, bike lockers, parking lot booths, power buildings, security guard booths and other designated areas throughout WMATA's system.

As necessary, a WMATA escort will be provided for sensitive and secured areas. One (1) or more of the contractor's technicians must attend a Right of Way training class, taught by WMATA. Time spent for classes will not be reimbursed by WMATA.

Hours of performance for Item 2 shall be during normal revenue hours, 8am to 5pm, Monday through Friday, unless otherwise determined by the COTR.

To accomplish successful special request service pest control, the Contractor shall perform all services necessary in designated areas, which shall also include one (1) follow up treatment ten (10) days after the initial treatment, at no additional cost. Each special service shall be bid on a price per service area, i.e.; to treat the total area for a special type of pest for a specific price.

The services for Item 3 are of an immediate concern and must be performed within twenty four (24) hours of notification. The Contractor shall notify the COTR within twenty four (24) hours after special service completion. When performing follow-ups, the COTR shall be notified no less than twenty four (24) hours prior to start of work and again be notified when the service is completed.

II. Performance of Services

1. The Contractor shall furnish all personnel and all materials necessary to achieve the control and eradication of rats, mice, ants, roaches, bees, wasps, silverfish, spiders, mosquitoes, bed bugs, chiggers, clover mites, paper mites, termites and other pests.
2. All insecticide, rodenticide and any other materials used in this Contract must be approved by the COTR and the WMATA Office of Safety. Product labels and MSDS information sheets shall be submitted (Attachment F) and be approved prior to beginning any work on the Contract and prior to any change of pesticides or brands of pesticides to be utilized on WMATA's properties. All pesticides must comply with federal, state and local health and environmental regulations and ordinances in addition to any of WMATA's requirements.
3. Upon entering a station or facility at each service, the Contractor or its representatives, must first identify themselves by displaying their WMATA contractor identification to the station or facility manager, then do the following:
 - a. Explain to the manager the procedure for spraying, baiting and checking.
 - b. Give an estimated duration of the time for treatment.
 - c. Ask about specific problems with infestations. (Any termite infestations shall be reported to the COTR immediately to enable the issuance of an extra work order.)
 - d. Treat all areas as outlined in attachments B and D.
 - e. All office areas must be treated near the end of a work day to reduce exposure to office workers.
 - f. Any roach bait boxes must be removed and replaced every three (3) months.
 - g. All rodent bait boxes must be maintained at each service location and identified on the service record.
 - h. Where applicable, posting of warning signs in specific areas, rooms or stations treated, must be completed as part of the service.
 - i. All service records must be signed by the station or facility manager who will keep a duplicate copy of the record. In the absence of the facility manager, an electronic scan of the facility's barcode is acceptable for service verification. A space must be provided on the service record for the time of service, the amount and type of pest control chemicals or

devices used and the signing WMATA employee's identification number next to the signature and date. The facility manager and alternate facility manager for bus facilities are listed in attachment A-1. **Unsigned service records will not be authorized for payment.**

- j. The frequency of regular service shall be no closer than a ten (10) day interval, except as required at bus facilities. **Closer intervals of service will not be authorized for payment.**

4. All services shall be rendered in a safe, efficient manner in accordance with all applicable federal state and local laws, rules, regulations and codes.

5. Bait stations, sewer blocks and bait blocks shall be installed as necessary and as part of an Item 3 area, where designated. Plastic type bait stations may be used in all dry areas and must be securely fastened in place. All bait stations shall be monitored once (1x) every thirty (30) days. The service record shall be electronically captured with a unique, identified barcode or quick response (QR) code. The service data shall be uploaded to a secure website and made available to the COTR for review via a web based dashboard. Two hundred seventy five (275) bait stations or more may be required to adequately service stations and facilities. Therefore, bait stations shall be included in the unit cost per facility, station or bait area, and will not be an additional cost to WMATA.

6. The Contractor shall submit to the COTR a written annual schedule of extermination for Item 2.

7. Follow-up treatments as required in Item 3 shall be included in the unit cost and shall not be an additional cost to the Authority.

8. All kiosks in Metro rail stations and guard booths at facilities must be treated with hydramethylnon gel-bait or a similar product that does not involve sprays or liquids for roaches and other insects, once every three (3) months (4 times/ year) at a minimum. When treating each kiosk or guard booth there must be no less than twenty (20) points of gel-bait on the floors and under the counters. Each bait point shall contain approximately 0.25 gm. of gel-bait. The kiosks and guard booths may require additional application points or treatments at a greater frequency for adequate pest control, all at no additional cost to the Authority.

9. The Contractor shall furnish to the Authority, copies of all licenses and permits necessary and incidental to furnishing the services in this Contract. The Contractor must be licensed to perform the class of pest control services required for the successful control and eradication of the pests, listed herein. These licenses and/or permits must be granted by the cognizant authorities and must be valid in Maryland, Virginia and the District of Columbia as well as the counties where work will be performed. This includes corporate as well as individual license and/or permits and registrations, as required in all of the jurisdictions wherein contractor services shall be performed. License copies shall be updated yearly and sent to the COTR.

10. Upon award of the Contract, the Contractor shall supply WMATA with the names, addresses, social security numbers and cognizant jurisdiction license/registration numbers for each employee that will service WMATA's facilities and stations. The Contractor and its employees must obtain a contractors' passes at the Jackson Graham Building, 600 5th Street, Washington, DC for admission to WMATA's property. In addition, any new hires must comply with these requirements immediately to work on WMATA's property. Within ten (10) days after the completion of the Contract, or the termination of an employee, the Contractor must turn in all ID PASSES to the COTR prior to final payment processing.

11. If an infestation of rats, mice, roaches, ants, silverfish or spiders, wasps, clover mites, paper mites, termites, bed bugs or fleas are found or reported to the COTR after or between scheduled service, the Contractor shall be required to provide additional extermination service immediately, at no additional cost to the Authority. The Contractor shall complete such additional service within twenty four (24) hours after notification. Upon completion of the additional service, and within twenty four (24) hours, the Contractor shall notify the COTR.

12. The Contractor must provide the name and telephone number(s), fax number and cell phone number of the Contractor's representative authorized to resolve problems and direct immediate service to infested locations during the hours of 6:30 a.m. to 5:00 p.m., Monday through Friday, excluding federal holidays. All service requests made to the Contractor must be acknowledged by a return phone call to the COTR, or his designee within two (2) hours of the initial request for service.

13. Transportation to service rail stations and facilities will not be furnished by WMATA. Additionally, no form of pest control substance to include insecticides, rodenticides, bait stations, snap traps or glue traps will be allowed at any time on either buses or trains, for any purpose. The Contractor may be escorted by an authorized WMATA supervisor from time to time in order to perform visual inspections of various stations and buildings.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

Attachment A - Bus Garages & Facilities

(Including approximate square footage of treatment areas)

Facility	Administrative	Shop Area
1. Glenmont Rail Facility (#) 12750 Layhill Road	29,400	
2. PLNT - 6211 Blair Road	2,920	4,171
3. Brentwood - 601 T Street, NE (#)	23,938	102,029
4. New Carrollton Admin Bldg. (#)	15,824	
5. New Carrollton S & I Shop	35,000	
6. New Carrollton Tower & Wash. Bldg.	5,000	8,000
7. New Carrollton PLNT Field Base	2,760	21,240
8. New Carrollton Trailer Offices -	2,800	
9. Alexandria S & I Shop and Tower	7,651	70,058
10. Alexandria Oper. Bldg. (#)	5,280	
11. Alexandria Trailer Offices (4)	2,800	
12. Alexandria TSSM Center	45,502	92,003
13. Revenue Collection Facility	13,206	14,400
14. Systems Mntn Bldg., Telegraph Rd.	6,352	8,248
15. Systems Maintenance Field Office Twinbrook Parkway	2,100	
16. Shady Grove S & I Shop and Tower	11,597	70,801
17. Shady Grove Admin. Bldg. (#)	6,727	
18. Shady Grove PLNT	7,920	6,905

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
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19. Materials Supply Facility	18,523	117,804
(ATTACHMENT A Continued)		
Facility	Administrative	Shop Area
20. Carmen E. Turner Facility 3500 Pennsy Drive - Main Bldg. (Buildings A, B, C, D & E)	206,000	497,000
21. Carmen E. Turner Facility 3500 Pennsy Drive - Main Bldg. Vehicle Receiving & Body Shop	720	6,230
22. Open Storage Facility	625	50,000
23. West Falls Church S & I Shop & Tower	7,517	69,768
24. West Falls Church (#) Admn. Bldg. - East	8,500	
25. West Falls Church West Yard (S.U.) Building	2,000	
26. West Falls Church PLNT Bldg.	7,920	6,905
27. Shepherds Parkway	3,441	32,026
28. Bladensburg Bus Division - 2251(#) Training & Regional office	9,386 1,536	20,384
29. Bladensburg Shop -2250 and Bus Maintenance Offices	102,000	10,676
30. Four Mile Run Bus Division and Repair Shop	2,492	26,096
31. Landover Bus Division	15,200	56,600
32. Montgomery Bus Division	15,200	56,600
33. Northern Bus Division and Regional Office	1,512	58,884
34. Royal Street Bus Division	1,632	3,868

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT IFB-CQ-15216/JWC

36. Southern Ave. Bus Annex	5,058	20,530
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(ATTACHMENT A Continued)

Facility	Administrative	Shop Area
37. Western Bus Division	3,936	17,147
38. Greenbelt S&I Shop & Tower (#)	18,000	131,100
39. Greenbelt Print & Repair Facility	900	14,400
40. Greenbelt Maintenance Facility	31,500	21,700
41. Huntington Transit Police Offices	7,200	
42. Branch Avenue Rail Operations Facility (#)	30,000	
43. Branch Avenue S&I and Tower	8,000	70,000
44. Branch Avenue PLNT / GMAC Facility	960	
45. Largo Rail yard Facility	400	

(#) Facilities with guard booth

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
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Attachment A-1

Bus Facilities Managers **

Location	Facility Manager**
Four Mile Run	Chaya Downtin
Northern	Priscilla Alston
Bladensburg (2251)	Summon Cannon
Western	Jacqueline Smith
Montgomery	Terri Walkup
Southern Avenue	David Crawford
Landover	Jessica Pitt
Shepherd Parkway	Jewel Bell
West Ox Road Division	Sophia Coleman
Springfield	(Not yet determined)

** Subject to change.

Attachment B

Normal Bus Garage and Rail Facility Areas to Be Serviced

1. Area around the trash dumpsters
2. Locker rooms
3. Restrooms
4. Lunchrooms
5. Administrative office areas
6. Operator's lounge areas
7. Vending machine areas
8. Shop areas
9. Guard Booth (# only gel-bait for insects)
10. Building exterior/perimeter
11. Auxiliary trailer

Attachment C

OPERATING STATIONS

Route and Stations

Rockville Route (A)

Shady Grove: Surface station on CSX Railroad just north of Redland Rd. extended. 1 WMATA parking garage. Access from both sides of the railroad.

Rockville: Surface station just south of Park Road. Access from both sides of railroad.

Twinbrook: Surface station at Halpine Road. Access from both sides of railroad.

White Flint: Open cut station along east side of Rockville Pike just north of Nicholson Lane. Access from both sides of Rockville Pike.

Grosvenor: Surface station along east side of Rockville Pike just south of Tuckerman Lane (Extended). Access from east side of Rockville Pike.

Medical Center:

Subway station under Rockville Pike and South Drive of NIH. Access at southwest corner of the intersection.

Bethesda: Subway station under Wisconsin Avenue at Old Georgetown Road. Access at southeast corner of intersection.

Friendship Heights:

Subway station under Wisconsin Avenue at Western Avenue. Access at northeast corner of intersection, and just west of Jennifer Street.

Tenleytown: Subway station under east side of Wisconsin Avenue, N.W. north of Albemarle Street, N.W. Access on both sides of Wisconsin north of Albemarle Street, N.W.

Van Ness/UDC: Subway station under Connecticut Avenue at Van Ness Street, N.W. Small Kiss & Ride parking garage. Access on both sides of Connecticut Avenue north of Veasey Street, N.W.

Cleveland Park: Subway station under Connecticut Avenue south of Porter Street, N.W. Access on both sides of Connecticut between Porter and Ordway Street, N.W.

Woodley Park-Zoo:

Subway station under Connecticut Avenue at Woodley Street, N.W. Access from west side of Connecticut south of 24th Street, N.W.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
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Dupont Circle: Subway Station under Connecticut Avenue at Dupont Circle.

- Access 1. SW corner of Conn. Ave. at Q St., NW
2. SW corner of Conn. Ave. at Dupont Circle

Farragut North: Subway station under Connecticut Avenue between K & L Sts., N.W.

- Access 1. NE corner of Conn. Ave. and L St., N.W.
2. SW corner of Conn. Ave. and L St., N.W.
3. NE corner of Conn. Ave. and K St., N.W.

Metro Center Station: East/West -- Subway station under G St. between Regional Office and 11 and 13th St., N.W. Sales office north/south -- Subway station under G St., between H and F St., N.W.

- Access 1. SE corner of 13th and G Sts., NW
2. NE corner of 12th and G Sts., NW
3. SW corner of 12th and F Sts., NW
4. S E corner of 11th and G Sts., NW

Glenmont Route (B)

Glenmont: Subway station under Georgia Avenue at Glenallen Ave, just north of Layhill Road. 1 parking garage. Access on both sides of Georgia Avenue.

Wheaton: Subway station under Georgia Avenue at Reddie Drive just north of Viers Mill Rd. 1 parking garage. Access on both sides of Georgia Ave at Reddie Dr.

Forest Glen: Subway station under Georgia Avenue at Forest Glen Road just north of I-495. Access on Forest Glen Road.

Silver Spring: Surface station at Colesville Road. Access on both sides of Colesville Road.

Takoma Park: Surface station north of Cedar St, N.E. Access on north side of Cedar St, N.E.

Fort Totten: North/South -- Surface station at Galloway Street, N.E. extending East/West. Subway station parallel to and along south side of Galloway Street, N.E.
Access to both tracks on south side of Galloway Street, N.E., extended, at railroad gate.

Brookland: Surface station between Michigan Avenue and Monroe Street, N.E.
Access to both sides of tracks between Michigan Avenue and Monroe Street, N.E.

Rhode Island Avenue:
Aerial station south of Rhode Island Avenue, N.E. Access east side of tracks on south side of Rhode Island Ave.

New York Avenue:
Aerial station north of Florida Ave., N.E. Access east side of tracks north of Florida Ave., N.E.

Union Station: Subway station under west side of Union Station, parallel to tracks.

- Access 1. In Union Station
2. West side of tracks at 1st St. NE
 3. Visitor's Center
 4. H Street, N.E.

Judiciary Square:

Subway station diagonally under Squares 430 and 406 between 4th and 5th Sts and F and G Sts., N.W.

- Access 1. South side of F Street between 4th and 5th St., NW
2. East side of 4th St. between D and E Sts., N.W.

Gallery Place: East/West -- Subway station under G St. between 7th and 9th Sts., NW
North/South -Subway station under 7th St. between H and F Sts., NW

- Access: 1. SE corner of 7th & H Sts., NW
2. SE corner of 7th & G Sts., NW
 3. SE corner of 9th & G Sts., NW

Huntington Route (C)

Huntington: Surface station between Huntington Ave. and North King Hwy., parallel to and approximately 1/4 mile east of Telegraph Rd. (approximately 3/4 mile west of Richmond Hwy U.S. 1). Includes two (2) parking garages.

- Access 1. On south side of Huntington Avenue, approximately 1/4 mile east of Telegraph Road (3/4 mile west of Richmond Hwy U.S. 1)
2. On east side of N. Kings Hwy. about 1/4 mile east of Telegraph Road (3/4 mile West of Richmond Hwy. U.S. 1)

Eisenhower Avenue:

Aerial station between Eisenhower Avenue and Route 495 (Beltway), parallel and approximately one quarter(¼) mile east of Telegraph Road. Access on south side of Eisenhower Avenue approximately. one thousand five hundred (1,500) feet east of Telegraph Road.

King Street: Surface station, south of King Street. Access on east side of tracks, south of King Street.

Braddock Road: Surface station, north of Braddock Road. Access on east side of tracks, north of Braddock Rd.

National Airport:

Aerial station along west side airport terminal. Access on west side of Smith Boulevard opposite terminal.

Crystal City: Subway station under 18th St., extended, between Jeff. Davis Hwy. (U.S. 1) and the railroad. Access in Crystal Square north of 18th Street, east of Jeff. Davis Hwy, (U.S. 1).

Also, intermediate landing provides below grade access to development north and south of 18th street.

Pentagon City: Subway station under S. Hayes Street between Shirley Hwy. (I-95) and 15th Street. Access both sides of S. Hayes Street off northwest corner.

Pentagon: Subway station parallel to and about three hundred (300) feet off southeast face of Pentagon. Access from bus platform area.

Arlington Cemetery:

Surface station under Memorial Drive, parallel to and approximately three hundred (300) feet east of Jefferson Davis Hwy. Access along north and south sides of Memorial Drive on west side of station.

Rosslyn: Subway station under N. Lynn Street between 19th St. and Wilson Blvd. Access along west side of North Moore Street midway between 19th Street and Wilson Blvd.

Foggy Bottom: Subway station under 23rd St. at 23rd and I St. NW. Access along 23rd St., south of Pennsylvania Ave.

Farragut West: Subway station under Eye Street, N.W. between 17th and 18th Streets.
Access 1. SE corner of 17th and Eye St., N.W.
2. NW corner of 18th and Eye St., N.W.

McPherson Square:

Subway station under Eye Street, N.W. between 14th Street and Vermont Avenue.
Access 1. SW corner of 14th and Eye St., N.W.
2. SW corner of Vermont Ave. & Eye St. NW

New Carrollton Route (D)

New Carrollton: Surface station on railroad approximately two thousand (2,000) feet north of John Hanson Hwy. (U.S. Route 50).
Access from both sides of track about two hundred (200) feet north of the Hwy.

Landover: Surface station approximately one thousand (1,000) feet north of Landover Road (State Route 202). Access on east side of tracks approximately one thousand (1,000) feet north of Landover Road.

Cheverly: Surface station at Columbia Park Road. Access on east side of tracks approximately three hundred(300) feet south of Columbia Park Road.

Deanwood: Surface station at 48th St., N.E. approx. one thousand five hundred (1,500) feet south of Eastern Avenue.
Access from both sides of track at 48th Street, N.E. and Polk Street, N.E.

Minnesota Avenue:

Surface station along Minnesota Ave at Grant St., N.E. Access from both sides of tracks/
highway, along Minnesota Ave. at Grant St., N.E. approx. one thousand two hundred
(1,200) feet north of Benning Road, N.E.

Stadium/Armory:

Subway station under 19th Street, S.E. at Independence Avenue.
Access on NE corner of Independence Avenue and 19th Street.

Potomac Avenue:

Subway station under G Street, S.E. between Potomac and Pennsylvania Avenues.
Access along east side of 14th Street, S.E. between Potomac Ave. and G St., S.E.

Eastern Market:

Subway station under Pennsylvania Ave at 7th St., S.E. Access corner of Pennsylvania Ave.,
and 8th St., S.E.

Capitol South: Subway station under D Street at 1st Street, S.E. Access on NE corner of 12th and D Sts.,
S.E.

Federal Center, S.W.:

Subway station under D St. and 3rd St., S.E. Access on SW corner of D St., S.W.

L'Enfant Plaza: East/West -- Subway station under D Street at 7th St., S.W. North/South- Subway station
under 7th Street at D St., S.W.

Access 1. Into L'Enfant Plaza and HUD Bldg. on south side of D St., along east side of 9th
St. Expressway.

2. Into Nassif Bldg. (DOT) along south side of D St., S.W. midway between 6th
and 7th St., S.W.

3. East of 7th St., S.W. along south side of Maryland Avenue, S.W.

Smithsonian: Subway station alongside 12th Street, S.W. Freeway north of Independence Avenue.

Access 1. SW corner of Independence Ave., and 12th St., S.W.

2. SW corner of 12th St., and Adams Dr., (access is in the mall).

Federal Triangle:

Subway station under 12th Street, N.W. between Pennsylvania and Constitution Aves.,
N.W. Access along west side of 12th Street, N.W. approx. halfway between Penn. Ave. and
Constitution Ave.

Metro Center: See Rockville Route (A) (Lower Level)

Addison Route (G)

Largo Town Center:

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9000 Lottsford Road
Largo, MD 20744

Morgan Blvd.: 300 Garrett Morgan Blvd.
Landover, MD 20785

Addison Road: Surface station along south side of Central Avenue approx. one thousand (1,000) feet east of Addison Road. Access at SE corner of Central Ave. and Addison Road.

Capitol Heights: Subway station under East Capitol Street, east of Southern Avenue.
Access at SE corner of East Capitol St. and Southern Avenue.

Benning Road: Subway station under Benning Road, N.E. at East Capitol Street.
Access N.E. corner of Benning Rd and E. Capitol Street.

Greenbelt Route (E)

Greenbelt Station: Surface station with entrances from Cherrywood Lane, Lackawanna Street and the Capital Beltway (I-95, I-495)

College Park Station: Surface station with entrances on East and West Calvert Road.

Prince George's Plaza Station: Partial surface station with entrances on East-West Highway and Bellcrest Rd.

West Hyattsville: Surface station with entrances on Ager Road and Hamilton Street.

Georgia Ave. Petworth: Subway station under Georgia Ave. N.W. at New Hampshire Ave. Access on the east and west side of Georgia Ave.

Columbia Heights: Subway station under 14th street N.W. at Irving St. Access on the east and west sides of 14th st.

U Street: Subway station under U St., N.W. just west of Vermont Avenue, N.W. Access on the south side of U St. at 10th St. and also on 13th St. N.W.

Shaw/Howard Univ.: Subway station under 7th St., N.W. just north of Rhode Island Ave. Access on the west side of 7th St. at R St. and east side of 7th at S St.

Mt. Vernon Square: Subway station under 7th St., N.W. at M Street N.W. Station entrance on the west side of 7th St at M Street N.W. and the new Convention Center.

Branch Route (F)

Archives: Subway station under 7th Street at Pennsylvania Avenue, N.W. Access along north side of Pennsylvania Avenue between 7th and 8th Sts., NW.

Waterfront: Subway station under M St, S.W. at 4th Street. Access on north side of M Street at 4th Street SW.

Navy Yard: Subway station under M St., S.E. between 4th & 5th Sts, SE.
Access along south side of M Street, S.E. at midpoint between 4th & 5th Sts., SE.

Anacostia: Subway station under Howard Rd., S.E. from west of Martin Luther King Avenue to west of I-295, Anacostia Freeway. Access along Southside of Howard Rd., S.E. just west of Martin Luther King Ave. and also from the parking garage west of Anacostia.

Congress Heights: Subway station under Alabama Avenue at 13th St. SE. Includes one hundred and thirty five (135) parking spaces. Access on both sides of Alabama Avenue.

Southern Avenue:

Open cut station, adjacent to Southern Avenue, southwest of Mississippi Avenue, on the Maryland side of the street. Includes one (1) parking garage with two thousand four hundred (2,400) parking spaces. Access on Southern Avenue and Oxon Run Road.

Naylor Road: Aerial station between Naylor Road and Branch Avenue, south of the Suitland Parkway. Includes four hundred sixty four (464) parking spaces. Access from both Naylor Road and Branch Avenue.

Suitland: Open cut station on the north side of Suitland Parkway and on the northwest side of Silver Hill Road. Includes one parking garage one (1) with two thousand one hundred seventy five (2,175) parking spaces. Access on Silver Hill Road.

Branch Avenue: Open cut station between Authority Way and Capitol Gateway Drive. Includes three thousand one hundred and fifty (3,150) parking spaces. Access from both Authority Way and Capitol Gateway Drive.

Vienna Route (K)

Vienna: Surface station in median of I-66 West of Nutley Road. Access on both sides of I-66 approximately one thousand five hundred (1,500) feet west of Nutley Road. Includes two (2) parking garages with five thousand (5,000) parking spaces.

Dunn Loring: Surface station in median of I-66 at Gallows Rd. Access on south shoulder of I-66 to the west of Gallows Road. Includes one thousand (1,000) parking spaces.

W. Falls Church: Surface station in median of I-66 approximately two thousand five hundred (2,500) feet east of Leesburg Pike (Route 7). Access on south side of I-66 approximately two thousand five hundred (2,500) feet east of Leesburg Pike. (Vehicle access from both Leesburg Pike and Haycock Road).

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E. Falls Church: Surface station in median of I-66 at N. Sycamore Street. Access from west side of N. Sycamore Street.

Ballston: Subway station under Fairfax Drive between Nelson and Lincoln Streets. Access on SW corner of Fairfax Dr. and Monroe St.

Virginia Square: Subway station under Fairfax Drive at North. Monroe Street, SE corner.

Clarendon: Subway station along south side of Wilson Blvd. west of Highland Street. Access on SW corner of Wilson Blvd. and Highland Street.

Courthouse: Subway station under private property south of Wilson Blvd. between Adams and Veitch Streets. Access on SW corner of Wilson Blvd. and Uhle Street.

Springfield Route (J)

Van Dorn: Surface station adjacent to Eisenhower Ave. and just east of Van Dorn St. Driving entrance on north side of Eisenhower Avenue, bus & walking entrance on south side.

Springfield/Franconia: Surface station south of Fairfax County Parkway on the west side of Richmond/Fredericksburg & Potomac Railroad tracks. Access at Frontier Dr. and Fairfax County Parkway.

Tyson Corner: Surface Station direct address: 1943 Chain Bridge Road, McLean, VA 22102.
Access on Route 7 and Tyson's Corner Blvd.

Spring Hill: Surface Station direct address: 1576 Spring Hill Road, Vienna, VA 22182.
Access on Route 7 and the intersection of Tyson Corner Blvd. crossing Spring Hill Road.

Wiehle Ave. and Reston: Surface Station direct address: 1862 Wiehle Ave, Reston, VA 20190.
Access on Dulles Toll Road and Wiehle Avenue.

Greensboro: Surface Station direct address: 8305 Leesburg Pike, Vienna, VA 22182.
Access from Route 7 at the Chain Bridge Road exit (Construction- Parking underneath).

McLean: Surface Station direct address: 1824 Dolly Madison Blvd., McLean, VA 22102.
Access from Capital One Building and Scotts Crossing at the intersection of Dolly Madison Blvd.

ATTACHMENT D

Average Station Areas to be serviced

1. Restrooms (2 or more)
2. Cleaners' rooms (1 or more)
3. Kiosk (1 or more)
(Only gel-bait insecticide)
4. Dispatch office areas & storage rooms
(Some stations - found at end of platform)
5. Communication rooms
6. Elevator - Escalator rooms
7. Entrance Hallways
8. Mezzanines
9. Platforms
10. Parking garage offices and restrooms
11. Parking garage interiors
12. Station and garage exterior/perimeter
13. Auxiliary trailers

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ATTACHMENT E

*	Average Square Footage of Rail Station Areas			To Be Serviced
Location*	Equip. Rooms	Mech Room	Cleaners Restrooms	Kiosk
Metro Center	12,819	1,465	578	324 (4)
Farragut North	4,028	224	256	243 (3)
Judiciary Square	6,651	376	238	162 (2)
L'Enfant Plaza	4,000	459	570	243 (3)
Stadium Armory	842	739	366	162 (2)
Landover	210	593	117	81 (1)
Capitol Heights	7,540	500	350	81 (1)
McPherson Square	2,084	3,938	190	162 (2)
Arlington Cemetery	684	612	134	81 (1)
Crystal City	4,525	675	150	81 (1)
Federal Triangle	4,887	126	182	81 (1)
National Airport	1,500	1,400	500	81 (1)
Clarendon	11,588	451	158	81 (1)
Ballston	5,112	475	306	81 (1)
Avg. Sq. Footage*	4,845	859	293	N/A

*These locations are representative stations for the determination of an average sq. ft. size.

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Attachment F

Office of Safety

Material Safety Data Sheet Review Request

Return this form to JGB 2A or FAX to 962-2695

Please allow three (3) weeks lead time for requests.

Please Provide the Following Information

Today's Date:

Requesting Dept:

Phone:

Contact Name:

FAX Number:

Material Status: In Use ___ New Material___ For Testing___

Copy of MSDS___ (First, Check SAFE Intranet Site)

Trade Name:

WMATA Stock No.

SAFE MSDS No:

Reason for Request:

Where will product be used?

How will product be used?

Size of Container:

How will product be applied?

Manufacturer's Name & Phone No:

Vendor's Name & Phone No:

Best Time to Contact You (Requestor):

FOR SAFE USE ONLY

Reviewing Safety Officer: _____ Date Received: _____ Return Date: _____

Control Number: _____ Status: Approved _____

Rejected _____ Comments: _____

Use Code:

Restrictions on use:

PPE Required

SMALL BUSINESS LOCAL PREFERENCE PROGRAM (SBLPP)

ATTACHMENT A

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

May 2015

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

SMALL BUSINESS LOCAL PREFERENCE PROGRAM (SBLPP)

Applicable in contracts involving jurisdictional (operating) funds only.

SMALL BUSINESS AND LOCAL PREFERENCE POLICY

It is the policy of the Authority to provide maximum practicable competition opportunities in its non-federal simplified acquisitions to Small Local Businesses and to encourage participation of such businesses on all other contract actions. The Authority's Contracting Officer or its designated representative shall identify in the solicitation whether the preference is for a "Small Local Business".

DEFINITIONS

To participate in SBLPP a business must be a small business and a local business.

(a) "*Local Business*" means a firm that self-certifies its principle business office is located in the District of Columbia, State of Maryland, or Commonwealth of Virginia.

(b) "*Small Business*" means a firm that is a Local Business and self-certifies that it is a small business, as defined by the U.S. Small Business Administration.

(c) "*Simplified Acquisitions*" Applies to non-federal procurements up to the simplified acquisition threshold of \$150,000.00. The Authority will obtain quotes from a minimum of three Small Local Businesses registered in the Authority's SBLPP Directory and matched with the solicitation requirements. If fewer than three quotes from Small Local Businesses are obtained, the Authority will obtain quotes from Local Businesses in the Authority's vendor database.

(d) "*Contracts above the Simplified Acquisition Threshold*" Applies to non-federal procurements above the simplified acquisition threshold, participation by Small Local Businesses is encouraged. The procedures used to encourage participation for simplified acquisitions are also applied to these higher value contracts when practicable.

If the Authority's contracting personnel are unable to identify a minimum of three Small Local Businesses or Local Businesses, then the solicitation may be opened to other sources.

CERTIFICATION

(a) The firm must be certified as a SBLPP before the solicitation process. The firm will send its affidavit to the Small Business Coordinator of the WMATA DBE Program Office.

(b) The firm must be certified in Material Category Code (MCC) located on the wmata.com website or the North American Industry Classification System (NAICS) Code(s) located at the www.census.gov website, that is/are the primary activities of the business and ensuring the MCC or NAICS Code(s) have been approved by WMATA Small Business Coordinator.

(c) Certification may be extended due to business necessity, as determined by the Authority, if certification is lost during the period of performance of the contract.

EVALUATION REQUIREMENTS

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

APPENDIX C

SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)

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

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

2. POLICY:

The Washington Metropolitan Area Transit (WMATA) Board of Directors approved and adopted Resolution #2005-45 in May 2003 for the implementation of the Small Business and Local Preference Program (SBLPP) and its amended requirements on April 23, 2011. The Board mandated that the program provide small businesses located in the District of Columbia, the State of Maryland, and the Commonwealth of Virginia be given an opportunity to compete for non-federally funded procurement actions. WMATA is committed to ensuring that prime contractors utilize WMATA self-certified businesses in the implementation of procurement opportunities below and above the simplified acquisition threshold. In project activities to be conducted by a prime contractor and subcontractor(s), 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 proposer is not an SBLPP, the proposer agrees that the SBLPP goal for this Contract shall be met by SBLPP subcontractors or by joint ventures with SBLPPs. The goal set forth for this Contract is 0 % of the final Contract price, including amendment and modification. The amount of SBLPP participation will be determined by the dollar value of the work performed and/or supplies furnished by SBLPP firms as compared to the total value of all work performed and/or supplies furnished under this Contract. The Contractor shall have met this goal if the Contractor's SBLPP participation meets or exceeds this goal.
- B. In cases where work is added to the Contract by modification such that additional SBLPP participation is necessary to meet this goal, the Contractor shall increase the participation of one or more firms listed on the "Schedule of SBLPP Participation" (Attachment 1) or submit additional SBLPP 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 SBLPP participation, provided, however, that the revision shall not result in SBLPP participation that is less than the original goal.

4. DEFINITIONS:

- A. **Appendix C.** The Notice of Requirements for Small Business and Local Preference Program (SBLPP), which when attached to a solicitation, implements the requirements of the Authority's SBLPP policies and procedures in the award and administration of operating funded Authority contracts.
- B. **Certified SBLPP.** Is a for-profit small business concern, whose eligibility is evidenced by a current SBLPP certification letter issued by WMATA's Disadvantaged Business Enterprise Office?

- C. **Contractor.** One who participates, through a contract or subcontract (at any tier), in a jurisdictional (operating) funded requirement.
- D. **Commercially Useful Function (CUF).** An SBLPP 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 SBLPP 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 SBLPP 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 SBLPP 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 SBLPP participation.
- (2) If an SBLPP 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 SBLPP 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 SBLPP is not performing a commercially useful function.

The following factors will be used by the Authority in determining whether an SBLPP trucking company is performing a commercial useful function:

- (1) The SBLPP 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 SBLPP must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - (3) The SBLPP may lease trucks from another SBLPP firm, including an owner-operator who is certified as an SBLPP.
 - (4) The SBLPP may also lease trucks from a non-SBLPP firm, including an owner-operator. The SBLPP who leases trucks from a non-SBLPP 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 SBLPP 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 SBLPP, so long as the lease gives the SBLPP absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBLPP.
- E. **Good Faith Efforts.** Efforts to achieve an SBLPP goal or other requirements of the Authority's SBLPP Program which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement.
- F. **Joint Venture.** An association of an SBLPP firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the SBLPP is responsible for a distinct, clearly

defined portion of the work of the contract and shares in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.

- G. **Small Business Concern.** With respect to firms seeking to participate as SBLPP's, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration implementing regulations (13 CFR Part 121).
- H. **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 SBLPP PARTICIPATION IS COUNTED TOWARDS THE CONTRACT GOAL:

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

- A. When an SBLPP participates in a contract, only the value of the work actually performed by the SBLPP is counted towards the SBLPP goal.
 - (1) This amount includes the entire amount of that portion of a construction contract that is performed by the SBLPP's own forces. This amount includes the cost of supplies and materials obtained by the SBLPP for the work of the contract, including supplies purchased or equipment leased by the SBLPP (except supplies and equipment the SBLPP subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) This amount includes the entire amount of fees or commissions charged by an SBLPP 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 SBLPP goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When an SBLPP subcontracts part of its work under the contract to another firm, the value of the subcontract work may be counted towards the SBLPP goal only if the SBLPP's subcontractor is itself an SBLPP. Work that an SBLPP subcontracts to a non-SBLPP firm does not count towards the SBLPP goal.
- B. When an SBLPP performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that an SBLPP performs with its own forces towards the SBLPP goal may be counted.
- C. Expenditures to an SBLPP contractor towards the SBLPP goal may be counted only if the SBLPP is performing a commercially useful function on that contract.
 - (1) An SBLPP 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 SBLPP 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 SBLPP 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 SBLPP credit claimed for its performance of the work, and other relevant factors.

- (2) An SBLPP 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 SBLPP participation.
- (3) If a SBLPP 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 SBLPP 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 SBLPP is not performing a commercially useful function.

The following factors will be used to count expenditures with SBLPPs for materials or supplies:

- (1) If the materials or supplies are obtained from a SBE manufacturer, 100 percent of the cost of the materials or supplies will be counted towards the SBE. 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 an SBE regular dealer, 60 percent of the cost of the materials or supplies will be counted towards the SBE. 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 non-SBLPP, 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 SBLPP, 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 SBLPP.

6. BIDDER/PROPOSAL REQUIREMENTS (WITH THE BID/PROPOSAL):

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

- A. Completed "Schedule of SBLPP Participation" (Attachment 1) sufficient to meet the above

goal. If the bidder/proposer is an SBLPP firm and intends to satisfy the appropriate SBLPP 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/proposers must attach current WMATA SBLPP certification letters for each SBLPP listed on the Schedule.

- B. Executed “Letters of Intent to Perform as a Subcontractor/Joint Venture” (Attachment 2). If the proposer is not an SBLPP or intends to satisfy the requirements through other SBLPP firms, then it must attach these letters from each certified SBLPP listed on the Schedule.
- C. Justification for grant of relief (Appendix C waiver of SBLPP goal). If in the submittal of its bid/proposal, the bidder/proposer fails to meet the SBLPP goal above, the bidder/proposer has the burden of furnishing sufficient documentation with its bid/proposal 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/proposer’s good faith efforts to obtain SBLPP 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-proposal meetings, advertising and/or written notices) the interest of all certified SBLPPs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the SBLPPs to respond to the solicitation. The proposer must determine with certainty if the SBLPPs are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by SBLPPs in order to increase the likelihood that the SBLPP goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBLPP participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested SBLPPs 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) Negotiating in good faith with interested SBLPPs. It is the bidder’s/proposer’s responsibility to make a portion of the work available to SBLPP subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBLPP subcontractors and suppliers, so as to facilitate SBLPP participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBLPPs 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 SBLPPs to perform the work. “SBLPP Unavailability Certifications” (Attachment 3) shall be completed as appropriate.

A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including SBLPP 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 SBLPPs is not in itself sufficient reason for a proposer’s failure to meet the contract SBLPP 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 proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBLPPs if the price difference is excessive or unreasonable.

- (5) Not rejecting SBLPPs 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 proposals in the contractor's efforts to meet the project goal.
- (6) Making efforts to assist interested SBLPPs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (7) Making efforts to assist interested SBLPPs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available state, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBLPPs.

7. PROPOSAL REQUIREMENTS (APPARENT SUCCESSFUL BIDDER/PROPOSER):

The proposer 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 SBLPP certification letter shall be attached to evidence SBLPP pre-certification. All SBLPP firms must be pre-certified. Participation by a firm that is not currently certified as an SBLPP by the Authority at the time of the due date for offers on a contract, does not count.
- B. SBLPP Manufacturer's Affidavit (Attachment 4), if applicable, must be submitted in order to receive 100 percent of the allowable credit for expenditures to SBLPP manufacturers/suppliers.
- C. SBLPP Information for Determining Joint Venture Eligibility (Attachment 5), if applicable, 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 SBLPP regular dealer/supplier, if applicable. If the proposer wants to receive the maximum allowable credit of its expenditures for material(s) or supplies required under this Contract, from SBLPP regular dealers/suppliers, the SBLPP must submit a signed and notarized statement on their letterhead, that they are a regular dealer of the material(s) or supplies.
- F. For Design-Build contracts, the proposer shall submit with its initial Price Proposal a list of SBLPP-certified firms that it intends to enter into subcontract agreements with for this Contract. If no goal is specified, the proposer may still utilize SBLPPs in the performance of this Contract, the proposer shall submit with its initial Price Proposal a list of those SBLPP-certified firms. The documentation requirements 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 an SBLPP goal is applicable or for any Contract in which there was no goal established, but the proposer identified SBLPP-certified firms that it intends to enter into subcontract agreements with in its initial Price Proposal. Any proposer who fails to complete and return the following information, if applicable, with their BAFO Price Proposal may be deemed to be not responsible and may be ineligible for contract award. Proposers that fail to meet the SBLPP goal, if any, and fail to demonstrate a good faith effort and to justify waiver of the SBLPP 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:
“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 WMATA’s Small Business & Local Preference Program in the award and administration of operating funded 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 SBLPP performance on the attached (Attachment 6) 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 “Prompt Payment Report – Subcontractor’s Report (Attachment 7). The subcontractor shall certify that payment has been received.
- C. The Contractor must have the prior written approval of the contracting officer and the DBE office before substitution for an SBLPP 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 SBLPP 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 C, 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 C 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 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, has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements regarding the SBLPP Program, the matter shall be referred to 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 Proposal

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

Bidder/Proposal Requirements (Apparent Successful Bidder/Proposer)

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

After Contract Award

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

SUBMIT WITH PROPOSAL
SCHEDULE OF SBLPP PARTICIPATION

Contract No. _____

Project Name _____

Name of Bidder/Proposer

The bidder/proposer shall complete this Schedule by identifying only those SBLPP 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 SBLPP percentage goal of the total contract price. The proposer agrees to enter into a formal agreement with the SBLPP 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 SBLPP percentage goal, a justification for waiver of SBLPP goal shall be attached to this Schedule.

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

Signature & Title of Contractor Representative

Date

Contract Number: _____

Project Name: _____

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

TO: _____

(Name of 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 non-SBLPP 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 SBLPP 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 SBLPP subcontractor to indicate acceptance.

To: _____

(Name of SBLPP)

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

<u>WORK ITEMS</u>	<u>PROJECTED SBLPP COMMENCEMENT DATE</u>	<u>PROJECTED SBLPP COMPLETION DATE</u>

(Date)

(Name of Prime Contractor &
Acceptance Signature)

SUBMIT WITH PROPOSAL
SBLPP UNAVAILABILITY CERTIFICATION

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

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

SBLPP Contractor	Work Items Sought	Form of Proposal Sought (i.e., Unit Price, Materials and Labor Only, Etc.

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

Signature: _____

Date: _____

_____ was offered an opportunity to propose on the above
 (Name of SBLPP Contractor)

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

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

 (Signature of SBLPP Contractor)

 (Title)

SBLPP 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 SBLPP 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)

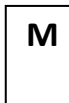
to me personally known, who, being duly sworn, did execute the foregoing Affidavit, and did state that he or she was properly authorized by _____
 (Name of Firm)

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: _____

23.29 (10/99)



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: SBLPP. Non-Minority.

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

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: SBLPP. Non-Minority.

Does firm have current WMATA, DC DOT or MWUCP SBLPP 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: _____
.....



23.06c (Rev 10/99)

Information For Determining Joint Venture Eligibility

.....
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 and authenticity of the minority/woman-owned status of the Joint Venture.

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

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

.....

Information For Determining Joint Venture Eligibility

Page 4

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

On this _____ day of _____, 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: _____

.....

M

 23.06c (Rev 10/99)

Washington Metropolitan Area Transit Authority (WMATA)

SMALL BUSINESS LOCAL PREFERENCE PROGRAM (SBLPP)
PRIME CONTRACTOR MONTHLY SUBCONTRACTING 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 SBLPP Program (Board Resolution 2005-45). **A copy of this form must also be submitted with firm's monthly invoice.**

Name of Prime Contractor: _____

Prime Contract Amount: _____ SBLPP Goal: _____

Name of Sub-Contractor	SBLPP (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 SBLPP subcontractor performance correct to the best of my knowledge and represents a current status of the prime contractor with the SBLPP 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 LOCAL PREFERENCE PROGRAM (SBLPP)
SBLPP MONTHLY 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 SBLPP Program (*Board Resolution 2005-45*).

SBLPP Subcontractor: _____

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: _____

