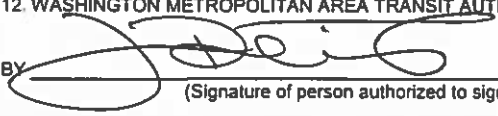


WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street, NW, Washington, DC 20001
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT / MODIFICATION NO Amendment No. 001		2. EFFECTIVE DATE (Same as Block 17)	
3 ISSUED BY Office of Procurement and Materials Judy-Ann Davis 600 Fifth Street, NW, Room 3C-02 Washington, DC 20001		4. ADMINISTERED BY (if other than block 3)	
5 CONTRACTOR NAME AND ADDRESS <small>(Street, City County, State, and Zip Code)</small>		6 FORM TYPE (CHECK ONLY ONE) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. CQ17184/JD DATED <u>August 1, 2017</u> (see block 7) MODIFICATION OF CONTRACT NO. _____ DATED _____ (See block 9)	
7 THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers _____ is extended, <input checked="" type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning <u>one</u> copy of this amendment, (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required) N/A			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) _____ Change Order is issued pursuant to _____ The Changes set forth in block 10 are made to the above numbered contract/order. (b) _____ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) _____ This Supplemental Agreement is entered into pursuant to _____			
10. DESCRIPTION OF AMENDMENT/MODIFICATION. The changes to RFP CQ17184/JD are contained on the attached continuation sheet. The date and time for receipt of proposals to RFP CQ17184/JD remains unchanged. <p style="text-align: center;">SEE ATTACHED CONTINUATION SHEET</p> Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect through the contract period.			
11. <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPY TO ISSUING OFFICE.		11. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY _____ (Signature of person authorized to sign)		12. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  (Signature of person authorized to sign)	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	15. NAME OF CONTRACTING OFFICER (Type or print) Judy-Ann Davis	17. DATE SIGNED 8/14/17

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

CONTINUATION SHEET

Amendment 001

RFP CQ17184/JD

Page 2 of 2

The following changes are hereby made to RFP CQ17184/JD and are denoted with a # symbol:

DELETE

Page 6

Page 13

Page 81 thru 91

SUBSTITUTE

Page 6, Revised AM001

Page 13, Revised AM001

Page 81, Revised AM001 thru Page 91, Revised AM001

-END OF AMENDMENT 001-

PRICE SCHEDULE SHEET

#This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract for Temporary Procurement Staffing Support Services. At the task level, each task will be issued with fixed hours. The task will be competitively bid amongst the selected contractors. All selected contractors shall bid on all task. The Authority reserves the rights to eliminate a contractor from the contractor pool for failure to bid on a task. The Authority reserves the rights to make multiple awards to the top three selected responsible Offerors whose proposal conforms to the solicitation and provides the best overall value to the Authority. The Price Schedule expressly requires that the Offerors propose on all items. Failure to do so will render your proposal nonresponsive. The Offerors shall propose fully loaded hourly rates. WMATA will procure a minimum dollar value of \$2000 for the base year and each of the four (4) one-year option periods. The maximum contract ceiling for each period is \$1,500,000.#

Base Year

LINE ITEM NO.	DESCRIPTION	HOURLY RATE
1	Senior/Lead Contract Administrator III	
2	Mid-Level Contract Administrator II	
3	Junior Contract Administrator I	
4	Purchasing Agent	
5	Contract Analyst/Business Analyst	
	TOTAL HOURLY RATE	

Option Year One

LINE ITEM NO.	DESCRIPTION	HOURLY RATE
1	Senior/Lead Contract Administrator III	
2	Mid-Level Contract Administrator II	
3	Junior Contract Administrator I	
4	Purchasing Agent	
5	Contract Analyst/Business Analyst	
	TOTAL HOURLY RATE	

Option Year Two

LINE ITEM NO.	DESCRIPTION	HOURLY RATE
1	Senior/Lead Contract Administrator III	
2	Mid-Level Contract Administrator II	
3	Junior Contract Administrator I	
4	Purchasing Agent	
5	Contract Analyst/Business Analyst	
	TOTAL HOURLY RATE	

retain new and incumbent staff and adequately pre-screening these potential candidates in accordance with the requirements.

4. Key Personnel:

#Offeror shall narratively demonstrate the ability to provide and maintain qualified and experienced personnel to perform all aspect in the provided scope of work. Offeror shall provide two (2) resumes of Key personnel from each job category (Senior/Lead Contract Administrator III, Mid-Level Contract Administrator II, Junior Contract Administrator I, Purchasing Agent and Contract Analyst/Business Analyst) that worked on a similar contract. #

5. Small Business Local Preference Program (SBLPP)

Certified SBLPP Offerors are desirable, but not required. Non-certified SBLPP Offerors will received a rating of acceptable. Certified SBLPP Offerors will receive a rating of exceptional.

The Authority will award a contract to the responsible offeror whose proposal conforms to the solicitation and is judged to be the most advantageous to the Authority based on an overall assessment of technical merit and price in accordance with the Evaluation Criteria. In conducting this assessment:

Technical Considerations Most Important:

The Authority is more concerned with obtaining superior technical or business management features than with making an award at the lowest overall cost to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical or management features.

15. RATINGS FOR PROPOSAL EVALUATION CRITERIA

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

Definition of adjectival rankings:

- | | |
|--------------|--|
| Exceptional | Exceeds specified performance or capability in a beneficial way to WMATA, and has no weakness. |
| Acceptable | Meets evaluation standards required under the technical provisions. Weaknesses are correctable. |
| Marginal | Fails to meet evaluation standard; however any significant deficiencies are correctable. Lacks essential information to support a proposal. |
| Unacceptable | Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Proposal would have to undergo a major revision to become acceptable. Demonstrated lack of understanding of WMATA's requirements or omissions of major areas. |

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

16. DEFINITIONS FOR TECHNICAL EVALUATION

**STATEMENT OF WORK
TEMPORARY PROCUREMENT STAFFING SUPPORT SERVICES**

1.0 INTRODUCTION

#Washington Metropolitan Area Transit Authority's (WMATA) Office of Procurement and Materials (PRMT) reserves the rights to make multiple award to the top three selected responsible Offerors whose proposal conforms to the requirements and provides the best overall value to the Authority. These firms shall provide temporary procurement staffing support services to augment WMATA's full-time staff by performing various procurement activities on an as needed, and on-call basis for special projects and initiatives. This procurement vehicle shall provide the flexibility for PRMT to seek qualified procurement firms with personnel that possess the full breadth and knowledge of Public/Government (Federal and Local) procurement that have demonstrated their capability to provide cost effective solutions based on best practices; WMATA and Federal Transit Administration (FTA) procurement guidelines. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract for Temporary Procurement Staffing Support Services. At the task level, each task will be issued with fixed hours. The task will be competitively bid amongst the selected contractors. All selected contractors shall bid on all task. WMATA reserves the rights to eliminate a contractor from the contractor pool for failure to bid on a task.#

1.1 PLACE OF PERFORMANCE

Work will be performed at various WMATA locations throughout the District of Columbia, Maryland and Virginia.

1.2 FURNISHED RESOURCES

All work shall be performed on-site at the WMATA locations listed in section 1.1. WMATA shall furnish a workspace and computer resources necessary to perform the requested tasks. All applicable documentation shall be available on-site to the contractor at task start. All materials shall remain the property of WMATA and shall be returned to the Contracting Officer upon request or at the completion of the task.

1.3 HOURS OF OPERATIONS

Work schedule shall be determined at the task level. However, typical work schedule is hours 8:30AM to 5:30PM including a hour for lunch, excluding Federal Holidays. Holidays, sick leave, personal time, medical insurance will not be compensated by WMATA. All rates should be fully loaded.

1.4 KEY PERSONNEL

Contract shall demonstrate the ability to provide qualified and experienced personnel to complete requested tasks. Key personnel shall have successfully participated in the completion of similar projects. On the task level, key personnel may not be added nor removed from the task without written approval of the Contracting Officer's Representative

(COTR). #If at any point in the contract a conflict of interest arise, the contractor shall provide an effective plan to mitigate the conflict of interest.#

Key Personnel Job Title

Senior/Lead Contract Administrator III
Mid-Level Contract Administrator II
Junior Contract Administrator I
Purchasing Agent
Contract Analyst
Business Analyst

1.5 WMATA SECURITY REQUIREMENTS

The successful contractors shall comply with WMATA administrative, physical and technical security controls to ensure all WMATA security requirements are met. At the Task Order level and before placement of temporary staff within WMATA, the temporary staff shall undergo a background investigation and satisfactorily complete WMATA's Statements of Economic Interest, Conflict of Interest Certifications and any additional documents required at that time.

1.6 ESSENTIAL KNOWLEDGE AND MINIMUM QUALIFICATIONS FOR CONTRACT ADMINISTRATORS AND PURCHASING AGENT

#Contract Administrators and Purchasing Agent staff shall possess thorough knowledge of the principles and practices of public procurement, including contract preparation and administration for formally advertised bids, negotiated proposals, contract modifications, contract law, cost/price analysis and profit analysis in the service and supply or construction areas. Effective oral and written communication skills are essential, as well as knowledge of theories, principles and practices of contract administration from pre-solicitation through contract closeout. Transit System and or Public Agency contract management experience is desirable.

a) Senior/Lead Contract Administrator III

- Graduation from an accredited college or university with a Bachelor's Degree and with at least eight (8) years of progressively responsible experience in developing and administering complex contract awards,
or
A minimum of twelve (12) years of progressively responsible experience in developing and administering complex contract awards.
- Responsibilities include but are not limited to supervising/managing being the day-to-day procurement activities, manage temporary procurement support staff and prepare solicitations, amendments, awards and modifications for assigned requirements.

b) Mid-Level Contract Administrator II

- Graduation from an accredited college or university with a Bachelor's Degree and with at least five (5) years of progressively responsible experience in developing and administering complex contract awards,

or

A minimum of nine (9) years of progressively responsible experience in developing and administering complex contract awards.

c) Junior Contract Administrator I

- Graduation from an accredited college or university with a Bachelor's Degree and with at least three (3) years of progressively responsible experience in developing and administering contract awards,

or

A minimum of seven (7) years of progressively responsible experience in developing and administering contract awards.

d) Purchasing Agent

- Minimum Qualifications:

Graduation from an accredited college or university with a Bachelor's Degree and one (1) year of working experience in the purchasing/contracting area,

or,

A minimum of four (4) years of working experience in the purchasing/contracting area.

1.7 GENERAL DESCRIPTION OF REQUIREMENT FOR CONTRACT ADMINISTRATORS AND PURCHASING AGENT

Contractors shall provide Contract Administrators and Purchasing Agent support staffs who can perform the entire contract life cycle within delegated contracting authority thresholds from "cradle to grave" including, but are not limited to the following: acquisition planning; solicitation preparation; source selection; contract award; administration; ordering; close out; knowledge of professional services; fixed-price and cost reimbursable contracts; negotiation; service and supply; construction: demonstrate strong oral and written communication skills.

Perform all duties associated with a competitive procurement process of preparing and issuing Request for Proposals (RFP), Invitation for Bids (IFB), Request for Quotes (RFQ) and Blanket Purchasing Agreement (BPA) through award.

Chair Pre-Proposal/Pre-Bid meetings, chair Source Selection Committee meetings and make recommendations to management. Compile and analyze complex data, identify problems and recommend solutions. Interact professionally with various levels of Metro employees and outside representatives.

#Duties listed are professional duties. The Temporary Procurement Staff will not have a warrant. #

Temporary procurement support staff shall have the ability to interpret and apply applicable Federal, State and local, laws, ordinances and regulations using the manuals below as guidance. Throughout the life of the contract additional manuals might be incorporated into WMATA's procurement procedures.

- WMATA Procurement Procedures Manual version 7.3
(<https://www.wmata.com/about/business/procurement/upload/WMATA-Procurement-Procedure-Manual.pdf>)
- WMATA Compact

- Federal Transit Administration C 4220.1F, Third Party Contracting Guidance (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>)
- Federal Transit Administration Best Practices Procurement & Lessons Learned Manual (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>)

1.8 ESSENTIAL KNOWLEDGE AND MINIMUM QUALIFICATIONS FOR CONTRACT ANALYST/BUSINESS ANALYST

Contract Analyst/Business Analyst staff shall possess thorough knowledge of the principles and practices of public procurement, including pre-solicitation documents, source selection recommendations, contractor performance and compliance, invoice review and approval, contract change orders, modifications, and close-outs. Transit System and or Public Agency contract management experience is desirable.

a) Contract Analyst/Business Analyst

- Graduation from an accredited college or university with a Bachelor's Degree and with at least three (3) years of program analysis or contract compliance experience in a related field,
or
A minimum of seven (7) years of progressive experience in program analysis or contract compliance experience in a related field.

1.9 GENERAL DESCRIPTION OF REQUIREMENT FOR CONTRACT ANALYST/BUSINESS ANALYST

Contractors shall provide Contract Analyst/Business Analyst support staffs who can perform the entire contract management life cycle including, but are not limited to the following:

- Coordinates handling of procurement actions (Scope of work (SOW), Independent Cost Estimate (ICE) and Determinations and Findings (D&F) etc.) from inception through the award process to ensure continuity of service.
- Provide administrative assistance to solve procurement related issues, including budgetary and funding matters, sole source procurements, supplier availability, specifications and manufactory discrepancies, materials shipping and delivery schedules.
- Conducts contract oversight on all assigned contracts to ensure compliance with contract terms and conditions.
- #Receive from the contractor, monthly, if applicable, DBE status reports, Criminal Background reports and any additional monthly reports required by the contractors. These reports will be forward to various departments.
- Duties listed are professional duties. The Temporary Procurement Staff will not have a warrant.#

1.10 RECRUITMENT AND STAFFING CAPABILITIES

Contractor shall demonstrate the ability to rapidly recruit and staff existing vacancies based upon the terms and conditions of the contract, including finding potential candidates, ability to

retain new and incumbent staff and adequately pre-screening these potential candidates in accordance with the requirements. #Temporary procurement staffs are expected to start within thirty (30) calendar days after the task has been awarded.#

1.11 REMOVAL FROM CONTRACT WORK

The contracting officer may require the Contractor to remove any employee(s) from WMATA work location or other real property should it be determined that the individual(s) is either unfitting for security reasons or otherwise unfit to work on WMATA controlled property.

A contractor employee may also be removed at WMATA's sole discretion and where a contract employee is granted a temporary satisfactory security determination (section 1.5) and an unfavorable final security determination is later rendered.

The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to WMATA. All replacement employees must be approved by the contracting officer.

1.12 PAYMENT AND INVOICING

The Contract shall have the total hours worked by contractor's employee(s) certified by the COTR. The contractor shall then submit the invoice monthly to the COTR. Information on invoice must include the following:

- The name of each contractor employee
- Each contractor employee rate
- Number of hours for each contractor employee

1.13 SMALL BUSINESS PREFERNCE PROGRAM

Vendors certified in a small business preference program is desired, not required.

COMBINED GLOSSARY OF DEFINITIONS

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

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

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

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

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

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

Best and Final Offers: A revision to the initial proposal submitted at the Contracting Officer's request, generally following discussions, upon review of which the Authority will render a determination as to the successful offeror for purposes of Contract award.

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

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

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

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

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

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

Competitive Range: Those initial proposals that are determined by the Authority to have a reasonable chance of being selected for award and that may be selected for additional negotiations or discussions to the extent deemed appropriate by the Contracting Officer. Proposals not in the competitive range are given no further consideration. For low price, technically acceptable awards, "competitive range" means all proposals that are technically acceptable.

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

Contract or Agreement: The written agreement executed between the Authority and the Contractor awarded pursuant to this Solicitation.

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

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

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

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

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

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

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

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

Disadvantaged Business Enterprise (DBE): A for-profit small business concern that has been certified by the Authority to be at least fifty-one percent (51%) owned by one (1) or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one (1) or more individuals, and whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it.

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

Directed, ordered, designated, prescribed or words of like importance: Shall be understood that the direction, requirement, order, designation or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory or words of like import shall

mean approved by, or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

Discussions: Negotiations or exchanges relating to the solicitation between an offeror and the Authority that may occur after receipt of proposals (generally after establishment of the competitive range) and before award, that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal or to be followed by the Contracting Officer's request for receipt of Best and Final Offers (BAFOs).

Evaluation Criteria: Those factors to be considered by the Authority, in determining the successful proposal.

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

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

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

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

Force Majeure: 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 Contract, including, without limitation, acts of God, acts of war or insurrection, unusually severe weather, fires, floods, strikes, freight embargoes or other events or circumstances of like nature.

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

Government: The Government of the United States of America.

Industry Standards: Drawings, documents, and specifications or portions thereof published by industry organizations. Industry Standards are not part of the Contract unless specifically listed in the Statement of Work.

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

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

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

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

Offeror: A party submitting a proposal in response to this solicitation.

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

Organizational conflict of interest: A circumstance in which, because of other activities or relationships, a person, corporation or other business entity is unable or potentially unable to render impartial assistance or advice to the Authority, or its objectivity in performing the Contract is or might be otherwise impaired, or it has an unfair competitive advantage.

Period of Performance: The time allotted in this Contract for completion of the work. The period of performance begins upon the effective date of Contract execution and ends on the last date for complete performance of the final option. The period of performance incorporates the milestones established for the Contract.

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

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

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

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

Revision: A change to a proposal made by an offeror, at the request of or as allowed by the Contract Administrator or Contracting Officer, often as a result of discussions. Best and Final Offers are one form of revision.

Safety Sensitive: FTA regulations at 49 C.F.R. § 655.4 define "safety sensitive functions" as any of the following duties when performed by WMATA as a grant recipient, or any of its contractors: (a) Operating a revenue service vehicle, including when it is not in revenue service; (b) Operating a

nonrevenue service vehicle, when required to be operated by the holder of a commercial driver's license (CDL); (c) Controlling dispatch or movement of a revenue service vehicle; (d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; and (e) Carrying a firearm for security purposes. WMATA's definition of safety sensitive functions extends beyond FTA's requirements and includes (f) Employees and contractors who maintain escalators and elevators (including repairs, overhauls and rebuilding) and (g) Station managers.

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

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

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

Statement of Work (SOW): The portion of this Contract or Request for Proposals that describes specifically what is to be done by the Contractor. It may include specifications, performance outcomes, dates and time of performance, quality requirements, etc.

Solicitation: This Request for Proposals (RFP).

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

Similar: Generally the same, but not necessarily identical. Details will be worked out regarding location and relation to other parts of the work.

Site: The areas that are occupied by or used by the Contractor and subcontractors during performance of this Contract.

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

Small Business & Local Preference Program: Board mandated small business contracting program for WMATA funded contracts with firm(s) located in the District of Columbia, Maryland or Virginia.

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

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

Submittal: Written or graphic document or samples prepared for the work by the Contractor or a subcontractor or supplier and submitted to the Authority by the Contractor, including shop drawings, product data, samples, certificates, schedules of material, or other data.

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

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

Supplier: A subcontractor who is a manufacturer, fabricator, supplier, distributor, or vendor.

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

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

WMATA Safety Manual: A compilation of the appropriate safety and reporting requirements for the project as specified in the Contract.

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

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