

PART II, SECTION 2 - SPECIAL PROVISIONS

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1. PERIOD OF PERFORMANCE

The period of performance of the MATCO shall be from date of award through 60 months . However, no task shall exceed 12 months.

2. TASK ORDER PERIOD OF PERFORMANCE

The period of performance for each task order placed under the contract will be specified in the individual task order. Task orders may not exceed 60 months, inclusive of all options, from the date the task order is awarded. Task order options, if included in the initial issuance of the task order, may be exercised after the expiration date of the MATOC; however no task order including options may extend more than 60 months beyond the expiration of the MATOC.

3. OPTION QUANTITIES

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

4. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

5. PRICING

The price schedules in Tables 1-8 will contain "Loaded" Hourly Labor Rates for each year of the contract for work to be performed for each Task Order Group. The loaded hourly rates are ceiling price rates and contractors may, at their discretion, elect to propose lower hourly rates when responding to a Request for Proposal for a task order.

6. PAYMENT TERMS

- a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror.

- b. Partial payments are authorized upon receipt of supplies or services, acceptance by the COTR, and a properly executed invoice.

7. BILLING AND PAYMENT

- a. Payment will be made after receipt and approval of a properly completed invoice. Mail original and one copy of all invoices to Office of Accounting, WMATA, 6th Floor, 600 Fifth Street, NW, Washington DC 20001. Also mail one copy of each invoice to the Contracting Officer's Technical Representative (COTR).
- b. Invoices shall contain the following information: date, contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Final invoices must clearly be marked "FINAL" and cite the amount of the contract, amount previously paid, and the balance due.
- c. WMATA has a contractor timekeeping system that generates weekly timesheets that must be submitted with vendor invoices for payment. WMATA will only accept approved timesheets generated from this system for billing

8. POINT OF CONTACT

All inquiries are to be directed to:

Washington Metropolitan Area Transit Authority
Attn: Cheryl Moore
Enter Address: 600 Fifth Street, NW Washington, DC 20001
Phone: 202-962-1187
FAX: 202-962-2308
E-Mail: cmoore2@wmata.com

9. F.O.B. DESTINATION

- a. The term "f.o.b. destination," as used in this clause, means:
 - 1. Free of expense to WMATA on board the carrier's conveyance, at a specified delivery point where the contractor's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - 2. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. WMATA shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of WMATA acting in its contractual capacity. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee.
- b. The Contractor shall:
 - 1. Pack and mark the shipment to comply with contract specifications;

2. In the absence of specifications, prepare the shipment in conformance with carrier requirements;
3. Prepare and distribute commercial bills of lading;
4. Deliver the shipment in good order and condition to the point of delivery specified in the contract;
5. Be responsible for any loss of and/or damage to the goods occurring before acceptance;
6. Furnish a delivery schedule and designate the mode of delivering carrier; and
7. Pay and bear all charges to the specified point of delivery.

10. LABOR CATEGORIES

The labor categories described in the Part III - Technical Specifications represent the Authority's best estimate of the kind of skills required from personnel for successful performance of task orders that may be awarded under this contract.

For Firm Fixed Price (FFP) task order Requests for Proposals (RFP), the contractor shall multiply the hours required for each labor category by the rate listed in the price schedule or as negotiated for the Task Order Group.

11. CONTRACTOR PERSONNEL

OPTIONAL

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

12. MOST FAVORED CUSTOMER

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

13. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and extent of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing work without additional expense to the Authority. The Authority assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Contract.

14. WARRANTY

N/A

15. INDEMNIFICATION

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

16. GENERAL INSURANCE REQUIREMENTS

Minimum Insurance Requirements (revised April, 2014)

Article 1. General Insurance Requirements

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

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

Article 2. Workers' Compensation and Employer's Liability

Required Minimum Limits of Coverage:

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

Required Minimum Coverage(s):

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

Article 3. Commercial General Liability

Required Minimum Limits of Coverage:

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

Required Minimum Coverage(s):

- 1) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and umbrella excess liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Article 9 of this Section. Commercial General Liability and Umbrella Excess Liability forms must provide defense coverage for additional insureds.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" Article 10 of this Section.
- 5) The definition of "Insured Contract" shall be modified to provide coverage for contractual liability for contracts for construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements.
- 6) Defense Costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all primary and Umbrella Excess Policies.
- 7) Policy shall be endorsed with ISO endorsement CG 25 03 03 97; "Designated Construction Project(s) General Aggregate Limit", and designate "Any and all construction projects" as the designated Construction project.
- 8) Policy shall be endorsed with ISO endorsement CG 25 04 03 97; "Designated Location General Aggregate Limit", and designate "Any and all locations" as the designated location.
- 9) The Additional Insured Endorsement shall include Products and Completed Operations Coverage with no limitation on when claims can be made. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 2 10 11 85 or CG 2 26 11 85 as determined by WMATA.

Article 4. Railroad Protective Liability Insurance (RRP)

Not required

Article 5. Business Auto Liability

Required Minimum Limits of Coverage:

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

- 1) Business Auto Liability shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Article 9 of this Section.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" Article 10 of this Section.
- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a Primary Business Auto Liability policy and an Umbrella Excess Liability policy provided that the Umbrella Excess Liability policy complies with items 1 through 3 above.

Article 6. Professional Liability Insurance

Not required.

Article 7. Pollution Liability Insurance

Not required.

Article 8. Builders' Risk

Not required.

Article 9. Additional Insured(s)

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

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

Article 10. Waiver of Subrogation

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

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

Article 11. Certificate of Insurance (COI)

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

The cert holder box should read:

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

Additionally;

- 1) Satisfactory COI delineating all required insurance coverage requirements under this Section shall be delivered before the execution of this Contract by WMATA.
- 2) COI shall state the RFP# and the name of your WMATA Procurement contact.

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

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

Article 12. Other Insurance

- a. **Technology Errors and Omissions Insurance** with minimum limits of \$5,000,000 per claim covering actual or alleged negligent acts, errors or omissions committed by the Contractor in the performance of activities under this agreement, regardless of the type of damages. If the insurance is on a claims made basis, Contractor shall maintain continuous insurance coverage during the term of this agreement. The policy retroactive date must coincide with or precede the effective date of Contractor's services under the agreement and shall continue until the termination of the agreement. The policy must allow for reporting of circumstances or incidents that might give rise to future claims, and an extended reporting period of at least one year must be purchased in the event ongoing coverage is not maintained.
- b. **Network Security & Privacy** liability coverage providing protection against liability for privacy breaches, system breach, denial or loss of service introduction, implantation, or spread of malicious software code and unauthorized access to or use of computer systems with minimum limits of \$2,000,000 each claim.
- c. **Crime Insurance** with minimum limits of \$5,000,000 per claim. The policy must include:
 1. Employee dishonesty coverage;
 2. Theft insurance coverage, inside and outside; and
 3. Client Property Endorsement.

17. BOND REQUIREMENTS

OPTIONAL – N/A

a. Within 10 calendar days after the prescribed forms are presented for signature to the proposer to whom award is made, a written Contract and Attachments on the forms provided in Section _____ shall be executed and delivered to the Contracting Officer or other delegated Authority Representative, together with a performance bond and payment bond if applicable if the Contract price is \$100,000 or more, each with good and sufficient surety or sureties acceptable to the Authority. Corporations executing the bonds as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. The penal sums of such bonds shall be as follows:

(1) Performance Bond:

The penal sum of the performance bond shall equal 100 percent of the Contract price.

(2) Payment Bond:

(a) When the Contract price is \$1,000,000 or less, the penal sum of the payment bond shall be 50 percent of the Contract price.

(b) When the Contract price is in excess of \$1,000,000 but not more than \$5,000,000, the penal sum shall be 40 percent of the Contract price.

(c) When the Contract price is more than \$5,000,000, the penal sum shall be \$2,500,000.

b. Failure to furnish: In the event the required bonds are not furnished as specified, the Contracting Officer or other delegated Authority Representative may not issue the Notice To Proceed and no payment will be made to the Contractor until the required bonds are furnished.

18. PROPOSAL SECURITY

OPTIONAL – N/A

The proposal security is five percent of the proposal price. The proposal security form and the five percent of the proposal price should be submitted with the price proposal.

19. LAWS AND REGULATIONS

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

20. PRIME CONTRACTOR DBE RESPONSIBILITIES

- a. If the contract value is over \$100,000, the prime contractor will be responsible for submitting a monthly report of the status of its DBE subcontractors as outlined in Appendix B.
- b. Reports shall be submitted monthly to the Authority Representative, who in turn, will forward a copy to the Office of Procurement and Materials, DBE Branch, Jackson Graham Building, 600 Fifth Street NW, Washington DC 20001.

21. FEDERAL/LOCAL/STATE SALES TAX

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

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

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

22. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- a. The work will be conducted under the general direction of the Contracting Officer. Authority will be delegated to the Contracting Officer's Technical Representative (COTR) to take the following actions;

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

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

23. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (N/A –Not Applicable)

- 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 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 clause, is as defined in Federal Standard No. 313B, in effect on the date of this contract.
- c. Neither the requirements of this clause 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 clause 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 material.
- 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 clause 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 clause, in accordance with subparagraph (e)(1) above, in precedence over any other clause of this contract providing for rights in data.
- (3) That the Authority is not precluded from using similar or identical data acquired from other sources.
- (4) That 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 clause applies -

"This is furnished under Authority Contract No. _____ and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of _____. This legend shall be marked on any reproduction of this data."

(End of legend)

- (5) That the Contractor shall not place the legend or any other restrictive legend on any data which (i) the Contractor or any subcontractor previously delivered to the Authority without limitations or (ii) should be delivered without limitations under the conditions specified in the clause Rights in Technical Data.
- f. The Contractor shall insert this clause, 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.

24. SPECIAL DELIVERY INSTRUCTIONS

The Contractor shall complete and deliver all services required under the contract in accordance with delivery dates and specified addresses contained in the individual task orders.

25. INSPECTION, TESTING AND ACCEPTANCE

At a minimum, the following paragraphs shall be applicable to all task orders issued under any awarded contracts. Additional inspection and acceptance requirements may be specified in individual task orders.

All deliverables shall be inspected for content, completeness, accuracy and conformance to task order requirements by the Contracting Officer's Technical Representative (COTR). Inspection may include validation of all products or services through use of automated tools and/or testing of the deliverables, as specified in the task order.

The basis of acceptance shall be in compliance with the requirements set forth in the statement of work, the task order, the contractor's proposal and other terms and conditions of this contract.

26. **FIRST ARTICLE**

OPTIONAL N/A

- a. If required by the technical specifications, the Contractor shall deliver one (1) unit to the Authority for first article (pre-production sample) tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The Characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.
- b. Within 10 days after the Authority receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite the reasons for the disapproval.
- c. If the first article is disapproved, the Contractor, upon Authority request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following a disapproval. The Contractor shall furnish any additional first article to the Authority under the terms and conditions and within the time specified by the Authority. The Authority shall act on this first article within the time limit specified in paragraph (b) above. The Authority reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Authority related to these tests.
- d. If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Defaults clause of this contract.
- e. Unless otherwise provided in the contract, the Contractor—
 - (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
 - (2) Shall remove and dispose of any first article from the Authority test facility at the Contractor's expense.
- f. If the Authority does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- g. The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

- h. Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Authority.
- i. The COTR will inspect the first article (pre-production sample) against the specification and shop drawings as well as test its fit in the field. A written report will be forwarded to the contractor in accordance with (b) above.

27. ORGANIZATIONAL CONFLICT OF INTEREST

Unless specifically exempted from the conditions of this provision by the Contracting Officer, any Authority contractor, subcontractor, subsidiary, or other entity which is legally related and which develops or drafts specifications, requirements, statements of work, request for proposals, will be excluded from competing for the directly ensuing procurement.

28. RIGHTS IN TECHNICAL DATA - UNLIMITED

- a. The Authority or any third party designated by the Authority to assist it in the administration of this contract or the inspection or verification of the product produced under this contract, shall have the right to use, duplicate or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - 1. Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;
 - 2. Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data; e.g., specification control drawings, catalog sheets, outline drawing; except for the computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - 3. Other technical data which has been, or is normally furnished without restriction by the Contractor or subcontractor;
 - 4. Other specifically described technical data which the parties have agreed will be furnished without restriction;
 - 5. All computer software regardless of whether it is technical data as defined in this Article 28, including the source code, algorithm, process, formulae, and flow charts, which is developed or materially modified by the Contractor for the Authority or for which the Authority is required by federal law or regulation to provide a royalty-free, irrevocable and nonexclusive license to the federal government.
- b. The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph a. in whole or in part, with the express limitation that

such technical data shall not, without the written permission of the party furnishing such technical data, be

1. Released or disclosed in whole or in part outside the Authority,
 2. Used in whole or in part by the Authority for manufacture, or
 3. Used by a party other than the Authority except for: (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.
- c. Technical data provided in accordance with the provisions of paragraph b. shall be identified by a legend which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
- d. Where any item is purchased as a separate line item in the contract, that purchase includes all integral parts of that item, including any computer software, source codes, algorithms, processes, formulae, and flow charts. As such, the Authority has full rights to use, duplicate or disclose any or all parts of the item, including computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. Should disclosure of the computer software be required only under this paragraph, then the Contracting Officer may waive the provisions of this paragraph if he certifies in writing that the item is commercially available from multiple sources and the product from any of those sources will be fully compatible with existing Authority property.
- e. The term technical data as used in this article means technical writing, computer software, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analyses, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer data bases, and documentation thereof.
- f. Material covered by copyright:
- (1) The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all (i) technical data and (ii) computer software covered by Article 28.a.(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 Article 28.a.(5) furnished hereunder without

the written permission of the copyright owner for the Authority to use such copyrighted matter in the manner above described.

- (3) The Contractor shall report to the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any (i) technical data or (ii) computer software covered by Article 28.a.(5) provided to the Authority.
- g. Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
- h. Any dispute under this article shall be subject to the Disputes article of this contract.
- i. Notwithstanding any other payment provision in this contract, the Contracting Officer may retain from payment up to 10 percent of the contract price until final delivery and acceptance of the technical data defined in this article and as required to be furnished by the contract specification.

29. LIQUIDATED DAMAGES

- a. The Contractor understands that if it fails to complete portion of and/or all of the work as described herein Period of Performance of these Special Provisions, the Authority will suffer damages which have been estimated and are specified below:
- b. The Contactor agrees that if it does not complete the work within the specified Period of Performance, then the Contractor shall pay to the Authority as liquidated damages, Termination for Default, Damages for Delay, the sums per calendar days as separate damages for each specified completion requirement in 1 above.

30. FORCE MAJEURE CLAUSE

OPTIONAL

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage under the following circumstances:

- a. If the delay in performing this work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers.
- b. The rights and remedies of the Authority provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

31. SITE VISIT/INSPECTION

OPTIONAL – N/A

Offeror must provide and maintain sufficient facilities that will allow them to adequately perform contract functions as specified herewith. WMATA may make site visits prior to contract award to examine the contractor's facilities. This will include _____ (CA TO DETERMINE) and also to verify that proper equipment, supplies, etc. are readily available. Facilities(s) must demonstrate that Offeror has the capability to perform the work described in the Scope of Services.

32. GARNISHMENT OF PAYMENTS

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

33. GOVERNING LAW

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

34. SAFETY REQUIREMENTS

OPTIONAL

- a. The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the District of Columbia, State of Maryland, Commonwealth of Virginia or political subdivision in which the work is being performed, as well as the METRO Construction Safety Methods Manual (1984 et. seq.) issued by the Authority, and the Department of Labor OSHA standards pertaining to the safe performance of the work. In the absence of a specific Construction Industry Standard, the Contractor would be required to comply with either an established OSHA General Industry Standard, National Institute for Occupational Safety and Health (NIOSH) guidelines, American Conference of Governmental Industrial Hygienists (ACGIH) guidelines, American National Standards Institute (ANSI) guidelines, the WMATA System Safety Program Plan, the WMATA Construction Safety Methods Manual, or the Metrorail Safety Rules and Procedures Handbook. For contracts in which work is performed on, or interfaces with the Metrorail System, the Contractor shall also comply with the publication titled Metrorail Safety Rules and Procedures Handbook. Further, the Contractor shall ensure that all methods of performing the work do not involve danger to the personnel employed thereon, the public and private property, whether or not these methods are cited or indicated in the Contract documents. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the Authority Representative.

- b. The contractor shall employ and assign full time to the work a Safety Superintendent. The Safety Superintendent shall have specialized training and experience in construction safety supervision and have a working knowledge of all OSHA regulations. He shall have the ability to develop and conduct safety training courses. He shall be familiar with industrial hygiene equipment and testing as required for the protection of all employees. The Safety Superintendent shall be employed exclusively for the purpose of supervising the safety of persons on or about the work and the property affected thereby. The Safety Superintendent shall also be responsible for providing first aid at the site and must have a current Red Cross First

Aid Certificate. If, at any time, the work site is without the services of an approved Safety Superintendent for a period of 15 calendar days or more, the work may be closed down at the discretion of the Contracting Officer. The Safety Superintendent must be acceptable to the Contracting Officer and his performance will be reviewed by the Contracting Officer on a continuing basis. If the Safety Superintendent's effectiveness is below standard, the Contractor shall provide immediate replacement at the Contracting Officer's direction. Once employed, the Safety Superintendent shall not be changed without permission of the Contracting Officer.

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

35. LIVING WAGE

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

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

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

36. METRIC SYSTEM

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

37. NATIONAL INTELLIGENCE TRANSPORTATION SYSTEMS ARCHITECTURE STANDARDS

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

38. RECYCLED PRODUCTS

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

39. NOTIFICATION OF FEDERAL PARTICIPATION

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

40. WHISTLEBLOWER PROTECTION

- a. The Contractor and its subcontractors shall encourage their employees and independent contractors to report information—without fear of actual or threatened discrimination, retaliation or reprisal—that they in good faith reasonably believe is evidence of gross mismanagement; gross misuse or waste of public resources or funds; fraud; violation of law; abuse of authority in connection with the conduct of Metro operations or contracts; or a substantial and specific danger to health, security or safety. The Contractor and its subcontractors shall notify their employees that they may make reports under this paragraph to:
- (1) WMATA's Office of Inspector General (OIG), in person, in writing, through the OIG Hotline (888-234-2374) or email wmata-oig-hotline@verizon.net or by any other reasonable means;
 - (2) WMATA's Metro Transit Policy Department (MTPD), in person, by telephone (202-962-2121) or by any other reasonable means, or to the OIG, if the information constitutes a potential violation of criminal law;
 - (3) WMATA's Chief Safety Officer, in person, in writing, through the SAFE Hotline (202-249-7233) or email safety@wmata.com, or by any other reasonable means; or
 - (4) Any other official, office or agency within WMATA or outside WMATA that the employee or independent contractor reasonably believes has the authority to act on the matter.
- b. The Contractor, its employees, independent contractors and subcontractors shall cooperate with any inquiry or review by an authorized official of WMATA, or by the federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, and with any enforcement or judicial proceeding arising from such inquiry or review.
- c. The Contractor and its subcontractors shall not interfere with or deny the right of any employee or independent contractor of either the Contractor or any of its subcontractors to make a report under paragraph (a). The Contractor and its subcontractors shall not recommend, take or threaten to take any action having a negative or adverse impact on any employee or independent contractor of either the Contractor or any of its subcontractors because he or she:
- (1) made or is perceived to have made a report under paragraph (a);
 - (2) sought a remedy under applicable law after making a report under paragraph (a);
 - (3) participated in or cooperated with an inquiry or review by an authorized official of Metro, or by the federal government or any other governmental entity with jurisdiction over Metro, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, or with an enforcement or judicial proceeding arising from such inquiry or review;

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

- g. The enforcement, filing and investigation of complaints, and remedies under this section shall be governed by the NTSSA, applicable federal regulations and federal law.
- h. This section 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 section, including this paragraph (e), in its subcontracts at all tiers.

41. DRUG AND ALCOHOL TESTING

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

42. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (CONSTRUCTION CONTRACTS ONLY) (N/A – NOT APPLICABLE)

This contract is subject to the Davis-Bacon and Related Acts. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract. The Davis-Bacon Act requires contractors and subcontractors under construction contracts and subcontracts greater than \$2,000 to submit the required certified payrolls weekly.

43. PUBLIC COMMUNICATION

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



MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

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

Extension to Other Jurisdictions

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

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

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

Notification and Reporting

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

Contract Agreement

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

Mid-Atlantic Purchasing Team:

- Alexandria Public Schools
Alexandria Sanitation Authority
Arlington County, Virginia
Arlington County Public Schools
Bladensburg, Maryland
Bowie, Maryland
BRPC
Charles County Public Schools
City of Fredericksburg
College Park, Maryland
District of Columbia Government
District of Columbia Public Schools
District of Columbia Water & Sewer Auth.
Fairfax, Virginia
Fairfax County, Virginia
Fairfax County Water Authority
Falls Church, Virginia
Fauquier County Schools & Government

- Frederick, Maryland
Frederick County, Maryland
Gaithersburg, Maryland
Greenbelt, Maryland
Herndon, Virginia
Leesburg, Virginia
Loudoun County, Virginia
Loudoun County Public Schools
Loudoun County Water Authority
Manassas, Virginia
City of Manassas Public Schools
Manassas Park, Virginia
Maryland-National Capital Park & Planning Comm.
Maryland Department of Transportation
Metropolitan Washington Airports Authority
Metropolitan Washington Council of Governments
Montgomery College
Montgomery County, Maryland
Montgomery County Public Schools

- Northern Virginia Community College
Prince George's Community College
Prince George's County, Maryland
Prince George's Public Schools
Prince William County, Virginia
Prince William County Public Schools
Prince William County Service Authority
Rockville, Maryland
Spotsylvania County
Spotsylvania County Government & Schools
Stafford County, Virginia
Takoma Park, Maryland
Upper Occoquan Service Authority
Vienna, Virginia
Washington Metropolitan Area Transit Authority
Washington Suburban Sanitary Commission
Winchester, Virginia
Winchester Public Schools

BOND FORMS

PERFORMANCE BOND	
Contract No.:	Contract Date:
Penal Sum of Bond:	
Date Bond Executed:	
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Washington Metropolitan Area Transit Authority (hereinafter called the Authority) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above:</p> <p>NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.</p> <p style="text-align: center;">Principal(s)</p>	
1. Firm Name and Address:	Corporate Seal
Signature: _____	
Name and Title:	State of Inc.:
2. Firm Name and Address:	Corporate Seal
Signature: _____	
Name and Title:	State of Inc.:
3. Firm Name and Address:	Corporate Seal
Signature: _____	
Name and Title:	State of Inc.:

PERFORMANCE BOND – Page 2

Corporate Surety(ies)				
Surety A	Surety Name and Address: Signature: _____ Name and Title:		Liability Limit \$	(Seal)
			State of Inc.:	
Surety B	Surety Name and Address: Signature: _____ Name and Title:		Liability Limit \$	(Seal)
			State of Inc.:	
Surety C	Surety Name and Address: Signature: _____ Name and Title:		Liability Limit \$	(Seal)
			State of Inc.:	

Attach additional pages as needed.

Bond		
Premium		
Schedule	Total Premium	\$

Instructions

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies and services.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)".
4. Corporations executing the bond shall affix their corporate seals.
5. The name of each person signing this performance bond should be typed in the space provided.
6. The date this bond is executed must be the same date as the contract execution date.

PAYMENT BOND

Contract No.

Contract Date:

Penal Sum of Bond:

Date Bond Executed:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Washington Metropolitan Area Transit Authority (hereinafter called the Authority) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above:

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as hereinafter defined supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.
2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where he maintains an office or conducts business, or his residence or such notice shall be served in any manner in which legal process may be served in the state or District of Columbia in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date of final settlement of said CONTRACT, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

PAYMENT BOND page 2

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.			
Principal(s)			
1.	Firm Name and Address: Signature: Name and Title:	State of Inc.:	Corporate Seal
2.	Firm Name and Address: Signature: Name and Title:	State of Inc.:	Corporate Seal
3.	Firm Name and Address: Signature: Name and Title:	State of Inc.:	Corporate Seal
Corporate Surety(ies)			
	Surety Name and Address:	Liability Limit	(Seal)
A	Signature:	\$	
	Name and Title:	State of Inc.:	
Surety	Surety Name and Address:	Liability Limit	(Seal)
B	Signature:	\$	
	Name and Title:	State of Inc.:	
Surety	Surety Name and Address:	Liability Limit	(Seal)
C	Signature:	\$	
	Name and Title:	State of Inc.:	
Attach additional pages as needed. Instructions			
1.	This form is authorized for use in connection with contracts for construction work or the furnishing of supplies and services.		
2.	The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.		
3.	Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)".		
4.	Corporations executing the bond shall affix their corporate seals.		
5.	The name of each person signing this payment bond should be typed in the space provided.		
6.	The date this bond is executed must be the same date as the contract execution date.		

PROPOSAL SECURITY (PROPOSAL BOND FORM)
 Submit with Price Proposal

Request for Proposal No.: _____ Proposal Date: _____
 Penal Sum of Bond: _____ 5% of Offered Price or Amount, \$:
 Date Bond Executed: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Washington Metropolitan Area Transit Authority in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the proposal identified above:

NOW, THEREFORE, if the Principal, upon acceptance by the Authority of his proposal identified above, within the period specified therein for acceptance (ninety [90] days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the proposal as accepted within the time specified (ten [10] days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Authority for any cost of procuring the work which exceeds the amount of his proposal, then the above obligation shall be void and of no effect.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the proposal that the Principal may grant to the Authority notice of which extension(s) to the Surety(ies) being hereby waived provided that such waiver shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the proposal.

Principal(s)

	Corporate Seal
1. Firm Name and Address: Signature: _____ State of Inc.: _____	Corporate Seal
2. Firm Name and Address: Signature: _____ State of Inc.: _____	Corporate Seal
3. Firm Name and Address: Signature: _____ State of Inc.: _____	Corporate Seal

PROPOSAL SECURITY (PROPOSAL BOND FORM) - Continued - page 2

Corporate Surety(ies)				
Surety A	Surety Name and Address: Signature: _____ Name and Title:		Liability Limit \$	(Seal)
Surety B	Surety Name and Address: Signature: _____ Name and Title:		Liability Limit \$	(Seal)
Surety C	Surety Name and Address: Signature: _____ Name and Title:		Liability Limit \$	(Seal)
Attach additional pages as needed.				
Instructions				
<ol style="list-style-type: none"> 1. This form is authorized for use whenever a proposal guaranty is required in connection with construction work or the furnishing of supplies and services. 2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished. 3. The penal sum of the bond shall be expressed as either a percentage of the proposal price or in dollars and cents. 4. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)". 5. Corporations executing the bond shall affix their corporate seals. 6. The name of each person signing this proposal bond should be typed in the space provided. 				

PART III TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS
TASK ORDER GROUPS

APPENDIX B

ATTACHMENT A

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

March 2012

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

~ APPENDIX B

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT:

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

2. POLICY:

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

3. CONTRACT GOAL:

- A. If the proposer is not a DBE, the proposer agrees that the DBE goal for this Contract shall be met by subcontractors or by joint ventures with DBEs. **The goal set forth for this Contract is 30% of the final Contract price, including amendment and modification.** The amount of DBE participation will be determined by the dollar value of the work performed and/or supplies furnished by DBE firms as compared to the total value of all work performed and/or supplies furnished under this Contract. The Contractor shall have met this goal if the Contractor's DBE participation meets or exceeds this goal.
- B. In cases where work is added to the Contract by modification such that additional DBE participation is necessary to meet this goal, the Contractor shall increase the participation of one or more firms listed on the "Schedule of DBE Participation" or submit additional DBE certified firms to meet the goal. In cases where work is deleted from the Contract, the goal shall be applicable to the new Contract amount. The Contractor shall be permitted to meet the goal by revising its DBE participation, provided, however, that the revision shall not result in DBE participation that is less than the original goal.

4. DEFINITIONS:

- A. **Appendix B.** The Notice of Requirements for Disadvantaged Business Enterprise, which when attached to a solicitation, implements the DBE requirements of the Authority's DBE Program

Plan in the award and administration of federally funded Authority contracts.

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

lawfully admitted permanent resident) of the United States and who the Authority finds to be a socially and economically disadvantaged individual on a case-by-case basis, and any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged.

- (1) Black Americans, which includes persons having origins in any of the Black racial groups of Africa;
- (2) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (3) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (4) Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the North Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (5) Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (6) Women; and
- (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

N. **US DOT Assisted Contract.** Any contract between the Authority and a contractor (at any tier) funded in whole or in part with US DOT financial assistance, including letters of credit or loan guarantees.

O. **Unified Certification Program (UCP).** The program mandated by 49 CFR Part 26.81(a), which requires all U. S. DOT recipients of federal financial assistance to participate in a statewide certification program by March 2002.

P. **WMATA.** Washington Metropolitan Area Transit Authority, the transit system (rail and bus) serving the metropolitan Washington area, including parts of Virginia and Maryland.

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

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

- A. When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted towards the DBE goal.
- (1) This amount includes the entire amount of that portion of a construction contract that is performed by the DBE's own forces. This amount includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) This amount includes the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, towards the DBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of its work under the contract to another firm, the value of the subcontract work may be counted towards the DBE goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- B. When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that a DBE performs with its own forces towards the DBE goal may be counted.
- C. Expenditures to a DBE contractor towards the DBE goal may be counted only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Authority will consider the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

- (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work, the Authority will presume that the DBE is not performing a commercially useful function.

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

- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible for on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
- (2) The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers, it employs.

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

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

- (1) If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will be counted towards the DBE goal. A manufacturer is a firm that operates or maintains a

factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the contract.

- (2) If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will be counted towards the DBE goal. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if this person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, may be counted towards the DBE goal, provided the fees are reasonable and are not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves may not be counted towards the DBE goal.

- F. All DBE firms must be pre-certified. Participation by a firm that is not currently certified as a DBE by the Authority at the time of the due date for offers on a contract, does not count towards the DBE goal. All DBE firms must be in compliance with 49 CFR, Part 26.
- G. The dollar value of work performed under the contract by a firm who has been decertified as a DBE by the MWUCP does not count towards the DBE goal.
- H. The participation of a DBE subcontractor does not count towards the Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

6. PROPOSAL REQUIREMENTS (WITH THE PROPOSAL):

The proposer shall submit the following with its proposal. Any proposer who fails to complete and return this information with its proposal shall be deemed to be not

responsive and may be ineligible for contract award. Proposers that fail to meet the DBE goal above and fail to demonstrate "good faith efforts" to justify waiver of the DBE goal (see paragraph 6.C. below) shall be deemed to be not responsible and will be ineligible for Contract award.

- A. Completed "Schedule of DBE Participation" (Attachment B-1) sufficient to meet the above goal. If the proposer is a DBE firm and intends to satisfy the appropriate DBE requirement with its own firm, it must indicate in the Schedule the area of work and percentage it will perform to satisfy the goal. All proposers must attach current WMATA, DC DOT or MWUCP certification letters for each DBE listed on the Schedule.
- B. Executed "Letters of Intent to Perform as a Subcontractor/Joint Venture" (Attachment B-2). If the proposer is not a DBE or intends to satisfy the requirements through other DBE firms, then it must attach these letters from each certified DBE listed on the Schedule.
- C. Justification for grant of relief (Appendix B waiver of DBE goal). If in the submittal of its proposal, the proposer fails to meet the DBE goal above, the proposer has the burden of furnishing sufficient documentation with its 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 proposer's good faith efforts to obtain DBE participation. This list is neither a mandatory checklist nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) (a) Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such

negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. "DBE Unavailability Certifications" (Attachment B-3) shall be completed as appropriate.

- (b) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the contract goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the contractor's efforts to meet the project goal.
- (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

7. PROPOSAL REQUIREMENTS (APPARENT SUCCESSFUL 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 WMATA, D.C. DOT or MWUCP certification letter(s) shall be attached to the DBE Schedule of Participation to evidence DBE pre-certification.

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

8. CONTRACT ADMINISTRATION REQUIREMENTS:

The following requirements apply after contract award:

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

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

- B. (1) The Contractor shall monitor the performance of, collect and report data on DBE participation to the WMATA's DBE office on the attached "Prompt Payment Report-Prime Contractor's Report" (Attachment B-6) which shall be submitted monthly with each payment request. Failure to submit these reports may result in suspension of contract payments. The Contractor shall certify with each payment request that payment has been or will be made to all subcontractors due payment, within ten (10) days after receipt of payment from the Authority for work by that subcontractor. The Contractor shall inform the COR or COTR, with their payment request, of any situation in which scheduled subcontractor payments have not been made and the reason therefore.
- (2) The Contractor shall require each sub-contractor to complete and forward to the DBE Liaison Officer on a monthly basis a "Prompt Payment Report-Subcontractor's Report" (Attachment B-7). The sub-contractor shall certify that payment has been received.
- C. The Contractor shall have a continuing obligation to maintain a schedule for participation by DBE contractor(s) to meet its goal set forth above in this Appendix. The Contractor shall not have work performed nor the materials or supplies furnished by any individual or firm other than those named in the "Schedule of DBE Participation." If at any time, the Contractor believes or has reason to believe that it needs to obtain a substitute for a DBE contractor named in the "Schedule of DBE Participation", the Contractor shall, within ten (10) days, notify the contracting officer and the DBE office of that fact in writing. Situations which may warrant substitution for a DBE firm include, but are not limited to the following:
- (1) Evidence of change in ownership or circumstances regarding the firm's status as a DBE.
 - (2) Death or physical disability, if the named subcontractor or DBE partner of the joint venture is an individual.
 - (3) Dissolution, if a corporation or partnership.
 - (4) Bankruptcy of the subcontractor, subject to applicable bankruptcy law, and only instances where the bankruptcy affects the Contractor's ability to perform.
 - (5) Inability to furnish a reasonable performance or payment bond, if required.

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

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

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

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

SUMMARY OF SUBMITTALS

With the Proposal

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

Proposal Requirements (Apparent Successful Proposer)

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

After Contract Award

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

SUBMIT WITH PROPOSAL
SCHEDULE OF DBE PARTICIPATION

Contract No. _____

Project Name _____

Name of Proposer

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

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

 Signature of Contractor Representative

 Title

 Date

M 23.26a (Rev 02/12)

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-DBE contractors, if applicable. The undersigned will enter into a formal agreement with you for the above work upon your execution of a contract with the Authority.

Name of DBE Subcontractor/Joint Venture

Phone Number

Address

WMATA Vendor ID #/DBE Cert. #

Signature & Title

Date

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

To: _____
(Name of DBE)

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

WORK
ITEMS

PROJECTED DBE
COMMENCEMENT
DATE

PROJECTED DBE
COMPLETION
DATE

(Date)

(Name of Prime Contractor &
Acceptance Signature)

DBE Certification Instructions

Important Notice

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

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

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

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

Instructions

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

General (All firms must submit documents under General)

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

Corporations

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

Partnerships

- Partnership Agreement

Proprietorships

- IRS Employer ID Number
- WMATA Vendor ID#

Limited Liability Companies

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

Change of Status Review

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

Affidavit Enclosure

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

DBE MANUFACTURER'S AFFIDAVIT

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

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

Equipment

Type _____ Function _____ Model _____ Age _____ Make _____

Number of employees involved in the manufacturing process: _____

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

Signature of Affiant _____ Printed Name _____

Date: _____ State: _____ County: _____

On this _____ day of _____, 19 _____,

before me appeared _____ (Name)

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

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

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

Commission Expires: _____

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: DBE. Non-Minority.

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

.....

Name and address of Joint Venture partner: _____

Contact Person: _____ Telephone: _____

Status of firm: DBE. Non-Minority.

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

.....

Describe the nature of the Joint Venture business:

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

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

.....

Information For Determining Joint Venture Eligibility

Page 2

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

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

TOTALS: _____

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

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

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

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

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

3. Supervision of field operations:

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

.....



23.06c (Rev 10/99)

Information For Determining Joint Venture Eligibility

Page 3

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

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

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

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

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

.....
...

23.29 (10/99)



Information For Determining Joint Venture Eligibility

Page 4

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

On this _____ day of _____, 19____,

before me appeared _____

(Name)

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

(Name of Firm)

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

(Seal) Sworn and subscribed before me _____

(Notary Public)

Commission Expires: _____

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

On this _____ day of _____, 19____,

before me appeared _____

(Name)

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

(Name of Firm)

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

(Seal) Sworn and subscribed before me _____

(Notary Public)

Commission Expires: _____

.....
M 23.06c (Rev 10/99)

APPENDIX C

**ATTACHMENT 1
DETAILED PRICE TABLES (1-8)**

TASK ORDER GROUP ONE - Project Management Operations (PMO)

Bid: No Bid:

Vendor Name:

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
3.1.1.3.1	Business Analyst — Mid Level	HR					
3.1.1.3.2	Business Analyst — Senior Level	HR					
3.1.2.3.1	Technical Writer —Mid Level	HR					
3.1.2.3.2	Technical Writer — Senior Level	HR					
3.1.3.3.1	Trainer — Senior Level	HR					
3.1.4.3.1	Quality Assurance Analyst — Mid Level	HR					
3.1.4.3.2	Quality Assurance Analyst —Senior Level	HR					
3.1.5.4.1	Project Manager — Level 1	HR					
3.1.5.4.2	Project Manager — Level 2	HR					
3.1.5.4.3	Project Manager — Level 3	HR					
3.1.6.4.1	Change Communication SME — Senior Level	HR					
3.1.7.4.1	Financial and Business Modeling IT Analyst — Senior Level	HR					
3.1.8.3.1	Applications Systems Tester — Mid Level	HR					
3.1.8.3.2	Applications Systems Tester — Senior Level	HR					
3.1.9.4.1	Database Administrator — Senior Level	HR					
3.1.10.4.1	Information Systems Support Specialist — Level 1	HR					
3.1.10.4.2	Information Systems Support Specialist — Level 2	HR					
3.1.10.4.3	Information Systems Support Specialist — Level 3	HR					
3.1.11.3.1	ROCS group Client/Server Consultant - Senior Level	HR					
3.1.12.3.1	Oracle Web Logic Web Service Specialist — Senior Level	HR					
3.1.13.3.1	Data Warehouse Specialist - Senior Level	HR					
3.1.14.4.1	Cognos Analyst/Developer Level 1	HR					
3.1.14.4.2	Cognos Analyst/Developer Level 2	HR					
3.1.14.4.3	Cognos Analyst/Developer Level 3	HR					
3.1.15.4.1	Cognos System Administrator - Senior Level	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP TWO: Maintenance and Materials Management (3Ms)							
Vendor Name:	Bid:		No Bid:				
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
3.2.1.4.1	Maintenance and Materials Management (3Ms) Developer - Level 1	HR					
3.2.1.4.2	Maintenance and Materials Management (3Ms) Developer - Level 2	HR					
3.2.1.4.3	Maintenance and Materials Management (3Ms) Developer - Level 3	HR					
3.2.2.2.35	Maintenance and Materials Management (3Ms) Specialist - Level 3	HR					
3.2.3.2.13	Maximo Integration Specialist	HR					
3.2.4.2.9	Maximo and Materials Management (3Ms) Functional Specialist	HR					
3.2.5.2.18	Maximo and Materials Management (3Ms) Engineer	HR					
3.2.6.2.17	Maximo and Materials Management (3Ms) Data Specialist	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP THREE - PeopleSoft ERP Application Development and Operations							
Vendor Name:		Bid:		No Bid:			
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
TASK ORDER GROUP THREE - PeopleSoft ERP Application Development and Operations							
3.3.1.3.1	PeopleSoft Enterprise Resource Planning (ERP) Product Expert – Expert Level	HR					
3.3.2.3.1	Senior PeopleSoft ERP Product Specialist – Expert Level	HR					
3.3.3.3.1	Senior PeopleSoft Analyst/Designer –Expert Level	HR					
3.3.4.3.1	Senior PeopleSoft Modeler/Developer – Expert Level	HR					
3.3.5.3.1	PeopleSoft Senior Developer - Senior Level	HR					
3.3.6.3.1	PeopleSoft Functional Analyst - Expert Level	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP FOUR - Network and Communications							
Vendor Name:		Bid:		No Bid:			
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
3.4.1.3.1	Senior Network Engineer	HR					
3.4.2.3.1	Senior Wireless Network Engineer	HR					
3.4.3.3.1	Senior Solutions Engineer – Senior Level	HR					
3.4.4.3.1	Senior Helpdesk Technician – Level 1	HR					
3.4.4.3.2	Senior Helpdesk Technician – Level 2	HR					
3.4.4.3.3	Senior Helpdesk Technician – Level 3	HR					
3.4.5.3.1	Infrastructure Project Manager – Senior Level	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP FIVE - Internet, Intranet Services						
Vendor Name:	Bid:		No Bid:			
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Statement of Work Section	Labor Category	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
3.5.1.4.1	Web Developer - Senior Level					
3.5.2.4.1	Web Application Developer - Level 1	HR				
3.5.2.4.2	Web Application Developer - Level 2	HR				
3.5.2.4.3	Web Application Developer - Level 3	HR				
3.5.3.4.1	Web Software Engineer - Level 1	HR				
3.5.3.4.2	Web Software Engineer - Level 2	HR				
3.5.3.4.3	Web Software Engineer - Level 3	HR				
3.5.4.4.1	Senior IT Specialist - Level 1	HR				
3.5.4.4.2	Senior IT Specialist - Level 2	HR				
3.5.5.4.1	Senior Business Analyst - Level 1	HR				
3.5.5.4.2	Senior Business Analyst - Level 2	HR				
3.5.6.4.1	Web Designer - Senior Level	HR				
3.5.7.4.1	Sharepoint Developer - Mid-Level	HR				
3.5.7.4.2	Sharepoint Developer - Senior-Level	HR				
3.5.8.3.1	Mobile Application Specialist - Senior Level	HR				

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP SIX - Geographic Information Systems (GIS)							
Vendor Name:		Bid:			No Bid:		
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category		Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
3.6.1.4.1	GIS Manager	U/M					
3.6.2.5.1	GIS Architect - Expert Level	HR					
3.6.3.3.1	GIS Administrator	HR					
3.6.4.3.1	GIS Application Developer	HR					
3.6.5.3.1	GIS Data Coordinator	HR					
3.6.6.3.1	GIS Analyst	HR					
3.6.7.3.1	GIS Technician	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP SEVEN - Enterprise Architecture and Business Process Re-engineering

Vendor Name:

Bid: No Bid:

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
3.7.1.4.1	BPR Analyst - Level 1	HR					
3.7.1.4.2	BPR Analyst - Level 2	HR					
3.7.1.4.3	BPR Analyst - Level 3	HR					
3.7.2.4.1	Enterprise Architect - Senior Level	HR					
3.7.3.4.1	Application Architect - Senior Level	HR					
3.7.4.4.1	Infrastructure Architect - Senior Level	HR					
3.7.5.4.1	Enterprise Architecture Repository Tool Specialist - Senior Level	HR					
3.7.6.4.1	Metadata Manager and Modeler - Senior Level	HR					
3.7.7.4.1	Service-Oriented Architecture BizTalk Developer- Senior Level	HR					
3.7.8.4.1	Service-Oriented Architecture SharePoint Developer- Senior Level	HR					
3.7.9.4.1	Service-Oriented Architecture Technical Lead- Senior Level	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP EIGHT - IT SECURITY							
Vendor Name:		Bid:		No Bid:			
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
3.8.1.3.1	Cyber Security Design Engineer - Level 1	HR					
3.8.1.3.2	Cyber Security Design Engineer - Level 2	HR					
3.8.1.3.3	Cyber Security Design Engineer - Level 3	HR					
3.8.2.3.1	Cyber Security Risk Assessor - Level 1	HR					
3.8.2.3.2	Cyber Security Risk Assessor - Level 2	HR					
3.8.2.3.3	Cyber Security Risk Assessor - Level 2	HR					
3.8.3.3.1	Cyber Security Operations Engineer - Level 1	HR					
3.8.3.3.2	Cyber Security Operations Engineer - Level 2	HR					
3.8.3.3.3	Cyber Security Operations Engineer - Level 3	HR					
3.8.4.3.1	Application Security Engineer - Level 1	HR					
3.8.4.3.2	Application Security Engineer - Level 2	HR					
3.8.4.3.3	Application Security Engineer - Level 3	HR					
3.8.5.3.1	Information Security Program Manager - Level 1	HR					
3.8.5.3.2	Information Security Program Manager - Level 2	HR					
3.8.5.3.3	Information Security Program Manager - Level 3	HR					
3.8.6.3.1	Cyber Treat Engineer - Level 1	HR					
3.8.6.3.2	Cyber Treat Engineer - Level 2	HR					
3.8.6.3.3	Cyber Treat Engineer - Level 3	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

**ATTACHMENT 2
PRICE TABLES WITH ESCALATION (1-8)**

TASK ORDER GROUP ONE - Project Management Operations (PMO)

Bid: No Bid:

Vendor Name:

Instructions: Please only input Labor Rate for Contract Base Year only.

Please fill-in Escalation rate for Contract Option Years 1-4. Escalation rate is in percentage.

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
	Escalation rate			0%	0%	0%	0%
3.1.1.3.1	Business Analyst — Mid Level	HR					
3.1.1.3.2	Business Analyst — Senior Level	HR					
3.1.2.3.1	Technical Writer —Mid Level	HR					
3.1.2.3.2	Technical Writer — Senior Level	HR					
3.1.3.3.1	Trainer — Senior Level	HR					
3.1.4.3.1	Quality Assurance Analyst — Mid Level	HR					
3.1.4.3.2	Quality Assurance Analyst —Senior Level	HR					
3.1.5.4.1	Project Manager — Level 1	HR					
3.1.5.4.2	Project Manager — Level 2	HR					
3.1.5.4.3	Project Manager — Level 3	HR					
3.1.6.4.1	Change Communication SME — Senior Level	HR					
3.1.7.4.1	Financial and Business Modeling IT Analyst — Senior Level	HR					
3.1.8.3.1	Applications Systems Tester — Mid Level	HR					
3.1.8.3.2	Applications Systems Tester — Senior Level	HR					
3.1.9.4.1	Database Administrator — Senior Level	HR					
3.1.10.4.1	Information Systems Support Specialist — Level 1	HR					
3.1.10.4.2	Information Systems Support Specialist — Level 2	HR					
3.1.10.4.3	Information Systems Support Specialist — Level 3	HR					
3.1.11.3.1	ROCS group Client/Server Consultant - Senior Level	HR					
3.1.12.3.1	Oracle Web Logic Web Service Specialist — Senior Level	HR					
3.1.13.3.1	Data Warehouse Specialist - Senior Level	HR					
3.1.14.4.1	Cognos Analyst/Developer Level 1	HR					
3.1.14.4.2	Cognos Analyst/Developer Level 2	HR					
3.1.14.4.3	Cognos Analyst/Developer Level 3	HR					
3.1.15.4.1	Cognos System Administrator - Senior Level	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP TWO: Maintenance and Materials Management (3Ms)							
Vendor Name: Bid: No Bid:							
Instructions: Please only input Labor Rate for Contract Base Year only.							
Please fill-in Escalation rate for Contract Option Years 1-4. Escalation rate is in percentage.							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
	Escalation rate			0%	0%	0%	0%
3.2.1.4.1	Maintenance and Materials Management (3Ms) Developer - Level 1	HR					
3.2.1.4.2	Maintenance and Materials Management (3Ms) Developer - Level 2	HR					
3.2.1.4.3	Maintenance and Materials Management (3Ms) Developer - Level 3	HR					
3.2.2.2.35	Maintenance and Materials Management (3Ms) Specialist - Level 3	HR					
3.2.3.2.13	Maximo Integration Specialist	HR					
3.2.4.2.9	Maximo and Materials Management (3Ms) Functional Specialist	HR					
3.2.5.2.18	Maximo and Materials Management (3Ms) Engineer	HR					
3.2.6.2.17	Maximo and Materials Management (3Ms) Data Specialist	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP THREE - PeopleSoft ERP Application Development and Operations							
Vendor Name: Bid: No Bid:							
Instructions: Please only input Labor Rate for Contract Base Year only.							
Please fill-in Escalation rate for Contract Option Years 1-4. Escalation rate is in percentage.							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
TASK ORDER GROUP THREE - PeopleSoft ERP Application Development and Operations							
	Escalation rate			0%	0%	0%	0%
3.3.1.3.1	PeopleSoft Enterprise Resource Planning (ERP) Product Expert – Expert Level	HR					
3.3.2.3.1	Senior PeopleSoft ERP Product Specialist – Expert Level	HR					
3.3.3.3.1	Senior PeopleSoft Analyst/Designer –Expert Level	HR					
3.3.4.3.1	Senior PeopleSoft Modeler/Developer – Expert Level	HR					
3.3.5.3.1	PeopleSoft Senior Developer - Senior Level	HR					
3.3.6.3.1	PeopleSoft Functional Analyst - Expert Level	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP FOUR - Network and Communications							
Vendor Name:		Bid: No Bid:					
Instructions: Please only input Labor Rate for Contract Base Year only.							
Please fill-in Escalation rate for Contract Option Years 1-4. Escalation rate is in percentage.							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
	Escalation rate			0%	0%	0%	0%
3.4.1.3.1	Senior Network Engineer	HR					
3.4.2.3.1	Senior Wireless Network Engineer	HR					
3.4.3.3.1	Senior Solutions Engineer – Senior Level	HR					
3.4.4.3.1	Senior Helpdesk Technician – Level 1	HR					
3.4.4.3.2	Senior Helpdesk Technician – Level 2	HR					
3.4.4.3.3	Senior Helpdesk Technician – Level 3	HR					
3.4.5.3.1	Infrastructure Project Manager – Senior Level	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP FIVE - Internet, Intranet Services

Vendor Name: Bid: No Bid:

Instructions: Please only input Labor Rate for Contract Base Year only. Please fill-in Escalation rate for Contract Option Years 1-4. Escalation rate is in percentage.

(A)	(B)	(C)	(D)	(E)	(F)	(G)
Statement of Work Section	Labor Category Escalation rate	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
		U/M				
3.5.1.4.1	Web Developer - Senior Level	HR	0%	0%	0%	0%
3.5.2.4.1	Web Application Developer - Level 1	HR				
3.5.2.4.2	Web Application Developer - Level 2	HR				
3.5.2.4.3	Web Application Developer - Level 3	HR				
3.5.3.4.1	Web Software Engineer - Level 1	HR				
3.5.3.4.2	Web Software Engineer - Level 2	HR				
3.5.3.4.3	Web Software Engineer - Level 3	HR				
3.5.4.4.1	Senior IT Specialist - Level 1	HR				
3.5.4.4.2	Senior IT Specialist - Level 2	HR				
3.5.5.4.1	Senior Business Analyst - Level 1	HR				
3.5.5.4.2	Senior Business Analyst - Level 2	HR				
3.5.6.4.1	Web Designer - Senior Level	HR				
3.5.7.4.1	Sharepoint Developer - Mid-Level	HR				
3.5.7.4.2	Sharepoint Developer - Senior-Level	HR				
3.5.8.3.1	Mobile Application Specialist - Senior Level	HR				

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP SIX - Geographic Information Systems (GIS)

Vendor Name:

Bid: No Bid:

Instructions: Please only input Labor Rate for Contract Base Year only.

Please fill-in Escalation rate for Contract Option Years 1-4. Escalation rate is in percentage.

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate- Base Year	Maximum Hourly Rate- Option Year One	Maximum Hourly Rate- Option Year Two	Maximum Hourly Rate- Option Year Three	Maximum Hourly Rate- Option Year Four
	Escalation rate			0%	0%	0%	0%
3.6.1.4.1	GIS Manager	HR					
3.6.2.5.1	GIS Architect - Expert Level	HR					
3.6.3.3.1	GIS Administrator	HR					
3.6.4.3.1	GIS Application Developer	HR					
3.6.5.3.1	GIS Data Coordinator	HR					
3.6.6.3.1	GIS Analyst	HR					
3.6.7.3.1	GIS Technician	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP SEVEN - Enterprise Architecture and Business Process Re-engineering

Bid: No Bid:

Vendor Name:

Instructions: Please only input Labor Rate for Contract Base Year only.

Please fill-in Escalation rate for Contract Option Years 1-4. Escalation rate is in percentage.

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category	U/M	Maximum Hourly Rate- Base Year	Maximum Hourly Rate- Option Year One	Maximum Hourly Rate- Option Year Two	Maximum Hourly Rate- Option Year Three	Maximum Hourly Rate- Option Year Four
	Escalation rate			0%	0%	0%	0%
3.7.1.4.1	BPR Analyst - Level 1	HR					
3.7.1.4.2	BPR Analyst - Level 2	HR					
3.7.1.4.3	BPR Analyst - Level 3	HR					
3.7.2.4.1	Enterprise Architect - Senior Level	HR					
3.7.3.4.1	Application Architect - Senior Level	HR					
3.7.4.4.1	Infrastructure Architect - Senior Level	HR					
3.7.5.4.1	Enterprise Architecture Repository Tool Specialist - Senior Level	HR					
3.7.6.4.1	Metadata Manager and Modeler - Senior Level	HR					
3.7.7.4.1	Service-Oriented Architecture BizTalk Developer- Senior Level	HR					
3.7.8.4.1	Service-Oriented Architecture SharePoint Developer- Senior Level	HR					
3.7.9.4.1	Service-Oriented Architecture Technical Lead- Senior Level	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

TASK ORDER GROUP EIGHT - IT SECURITY

Bid: No Bid:

Vendor Name:

Instructions: Please only input Labor Rate for Contract Base Year only.

Please fill-in Escalation rate for Contract Option Years 1-4. Escalation rate is in percentage.

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Statement of Work Section	Labor Category Escalation rate	U/M	Maximum Hourly Rate-Base Year	Maximum Hourly Rate-Option Year One	Maximum Hourly Rate-Option Year Two	Maximum Hourly Rate-Option Year Three	Maximum Hourly Rate-Option Year Four
3.8.1.3.1	Cyber Security Design Engineer - Level 1	HR		0%	0%	0%	0%
3.8.1.3.2	Cyber Security Design Engineer - Level 2	HR					
3.8.1.3.3	Cyber Security Design Engineer - Level 3	HR					
3.8.2.3.1	Cyber Security Risk Assessor - Level 1	HR					
3.8.2.3.2	Cyber Security Risk Assessor - Level 2	HR					
3.8.2.3.3	Cyber Security Risk Assessor - Level 2	HR					
3.8.3.3.1	Cyber Security Operations Engineer - Level 1	HR					
3.8.3.3.2	Cyber Security Operations Engineer - Level 2	HR					
3.8.3.3.3	Cyber Security Operations Engineer - Level 3	HR					
3.8.4.3.1	Application Security Engineer - Level 1	HR					
3.8.4.3.2	Application Security Engineer - Level 2	HR					
3.8.4.3.3	Application Security Engineer - Level 3	HR					
3.8.5.3.1	Information Security Program Manager - Level 1	HR					
3.8.5.3.2	Information Security Program Manager - Level 2	HR					
3.8.5.3.3	Information Security Program Manager - Level 3	HR					
3.8.6.3.1	Cyber Treat Engineer - Level 1	HR					
3.8.6.3.2	Cyber Treat Engineer - Level 2	HR					
3.8.6.3.3	Cyber Treat Engineer - Level 3	HR					

Note: Experience levels are mandatory and specific to each labor category. Pricing should reflect the specific requirements as defined in the job descriptions in Part III: Technical Specifications

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