



Washington Metropolitan Area Transit Authority

Request for Proposals

REAL ESTATE “ON-CALL SERVICES”

Multiple Award Task Order Contract (MATOC)

Indefinite Delivery – Indefinite Quantity (IDIQ)

CATEGORIES

1. Asset & Portfolio Management	4. Project Development
2. Strategic & Financial Advisory	5. Development Solicitations & Transactions Support
3. Station Area Planning	

Solicitation No.: CLAND211254

PROPOSALS DUE: Mon. Feb. 28, 2022 2PM est.

Project: Capital Non-Federal
Issued: January 18, 2022

Margarita Rodriguez
Contract Administrator, III
Office of Procurement and Materials
mdrodriguez@wmata.com



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INTRODUCTORY INFORMATION

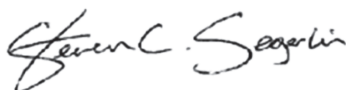
SOLICITATION CERTIFICATIONS - APPROVED RELEASE

RFP: CLAND211254

**REAL ESTATE “ON-CALL SERVICES”
Multiple Award Task Order Contract (MATOC) - IDIQ**

<u>Categories</u>	
1. Asset & Portfolio Management	4. Project Development
2. Strategic & Financial Advisory	5. Negotiations &
3. Station Area Planning	Transactions Support

APPROVED FOR RELEASE



Steven C. Segerlin, Program Manager
Office of Real Estate & Parking (LAND)

11/30/2021

Date

Norie A.
Calvert

Digitally signed by Norie A.
Calvert
Date: 2021.12.20 16:24:12
-05'00'

Norie A. Calvert, Procurement Manager
Office of Procurement & Materials
Internal Business Operations (IBPO)

12/20/2021

Date

END OF SECTION

LETTER OF INVITATION

January 18, 2022

ATTENTION: Prospective Offerors

SUBJECT: Request for Proposals (RFP), Solicitation No. CLAND211254

REAL ESTATE “ON-CALL SERVICES” Multiple Award Task Order Contract (MATOC) - IDIQ

<u>Categories</u>	
1. Asset & Portfolio Management	4. Project Development
2. Strategic & Financial Advisory	5. Negotiations &
3. Station Area Planning	Transactions Support

The Washington Metropolitan Area Transit Authority (“**WMATA**”) requires the services of qualified professional real estate advisors and/or managers (“**Vendors**”) to provide services on an as-needed basis in support of WMATA’s real estate planning, management, and transaction needs.

WMATA is soliciting vendors to enter into a Multiple Award Task Order Contract (“**MATOC**”) whereby selected firms are pre-qualified to compete for Delivery Orders on as “as needed” and “as requested” within five categories as described herein. WMATA can award more or less than the anticipated number of contracts stated, depending upon proposer’s participation; exclusively one (1) award for each category will be reserved for set-aside disadvantaged and small business enterprises (DBE/SBE) to commit to socio-economic growth for small business participation.

Offerors are hereby invited to submit to WMATA proposals for diversified staffing expertise and capabilities to provide services described in the scope throughout the 5-year term of the contract for Real Estate “On-Call Services”.

The Solicitation documents will be made available on WMATA’s Project Management Software System (Procore). Please send your request for a copy of the solicitation documents via electronic mail to Margarita Rodriguez, Contract Administrator at mdRodriguez@wmata.com. In the subject field, please enter, “Solicitation CLAND211254 Request for Solicitation Documents”. You must provide your email address for you to be given access. In the body of your email, please include, your name, company name, company address, telephone number, email address, and company web-site address. You will be notified via return email.

Amendments, if any, will be posted in Procore and distributed via electronic mail.

Bid information and documents are available in pdf format and can be downloaded as follows:

WMATA’s website:

https://supplier.wmata.com/psp/supplier/SUPPLIER/ERP/c/AUC_MANAGE_BIDS.AUC_RESP_INQ_AUC.GBL?FolderPath=PORTAL_ROOT_OBJECT.EPAUC_PREPARE_BID.EP_AUC_RESP_INQ_AUC&IsFolder=false&IgnoreParamTempl=FolderPath,IsFolder

**Electronic submission “ONLY”, no paper bids will be accepted.
Please refer to the RFP solicitation instructions.**

RFP Schedule Summary:

Advertise:	Tue.	1/18/2022	WMATA's Website, Publications
Pre-Proposal Conference:	Wed.	1/26/2022	Microsoft Teams Meeting at 10:30 AM est. Conference Dial in Number: 1 (206) 899 – 2028 Conference ID: 598 419 225#
Last day to Submit Questions (RFI's):	Mon.	1/31/2022	mdRodriguez@WMATA.COM
Proposals Due:	Mon.	2/28/2022	PROCORE / Electronic Submission Must be uploaded before 2PM est.
Proposed – Completion Date (TET Evaluation / Interviews)	Fri.	3/18/2022	Short List notification.
Pre-Award / Evaluation(s)	Fri.	3/25/2022	Cost Review/Audit – Evaluations
Proposed Award Date:	Fri.	4/1/2022	
Proposed NTP Date:	Fri.	4/8/2022	

If you have any technical, contractual, or administrative questions, please direct them to the following contract administrator:

Margarita Rodriguez, Contract Administrator
Email: mdRodriguez@wmata.com

Offerors must upload an electronic copy of their proposal to Procore **prior** to the closing due date.

All offerors must possess the proper license(s) at the time of Contract award. All subcontractors must possess the appropriate licenses for each specialty subcontracted.

This is not an exclusive contract and WMATA expressly reserves the right to contract for services and goods such as those referenced herein through other contractors.

Issued by:

Washington Metropolitan Area Transit Authority

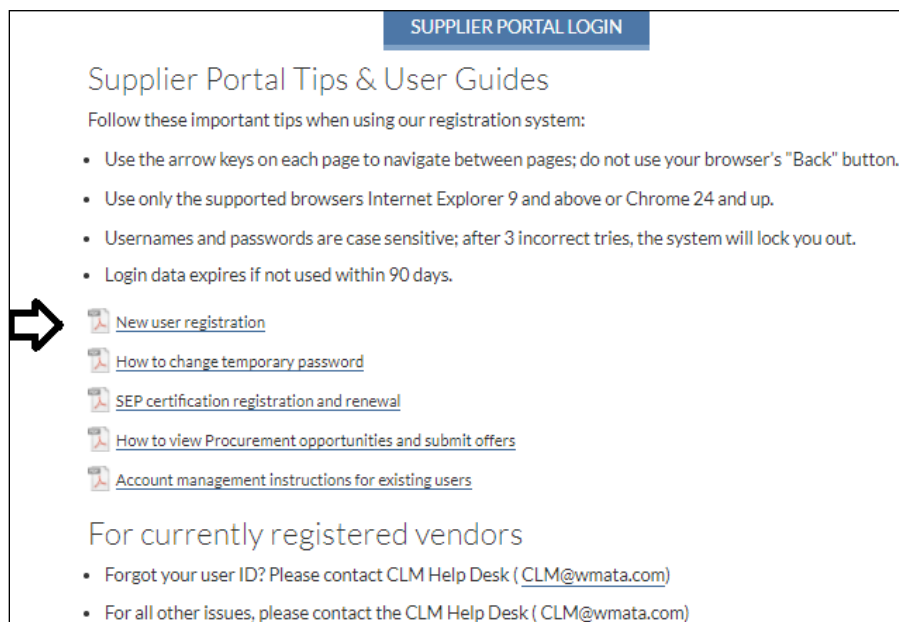
Margarita Rodriguez
CPP - Contract Administrator, III
Office of PRMT. - Construction
Digitally signed by M. Rodriguez / E024312
DN: cn=M. Rodriguez / E024312, o=WMATA - JGB
(Teleworking), ou=Office of PRMT - Construction,
email=MdRodriguez@wmata.com, c=US
Date: 2022.01.18 11:47:51 -05'00'
Adobe Acrobat version: 2021.011.20039

Margarita Rodriguez, CPP - Contract Administrator III
Office of PRMT – Internal Business Operations (IBOP)
[Washington Metropolitan Area Transit Authority](http://www.wmata.com)
600 Fifth Street, NW|Washington, DC 20001
Direct: +1 (202) 962-2456| Email: mdRodriguez@wmata.com

NOTICE TO ALL VENDORS

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

New Vendor Registration: <https://www.wmata.com/business/procurement/vendor-resources.cfm>



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

Registered Vendor Benefits:

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

All Supplier Portal issues, please contact PRMT_SupplierSupport@wmata.com



NOTICE TO OFFERORS

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

Project Description: Real Estate Services – Multiple Award Task Order Contract (MATOC)

VOLUME I Submit with Proposal due date

- TECHNICAL PROPOSAL (properly executed)
- ACKNOWLEDGMENT OF AMENDMENTS (IF ANY)
- CERTIFICATION(S) MUST BE SUBMITTED FOR EACH DBE/SBE (WMATA, DC, DOT, or MWUCP CERTIFICATIONS)
- APPENDIX B (if applicable)
- APPENDIX B-1 (if applicable)

VOLUME II Submit with Proposal due date “SEPARATE ATTACHMENT”

- SOLICITATION, OFFER & AWARD FORM (Must be signed.)
Continuation sheet – includes Labor Classifications & Rates.
- “SEED PROJECT” - PRICE SCHEDULE (PRICE EVALUATION PURPOSES ONLY)
- REPRESENTATIONS AND CERTIFICATIONS
- PRE-AWARD DATA

=====

VOLUME III

- CRIMINAL BACKGROUND SCREENING (QUARTERLY)
- PROOF OF INSURANCE ELIGIBILITY - VOLUME III
- APPENDIX C, SBLPP (IF APPLICABLE) - VOLUME III
- APPENDIX E, WMATA CONTRACTOR COVID-19 SCREENING CERTIFICATION.

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

Questions concerning this Request for Proposals may be directed to

Margarita Rodriguez, Contract Administrator
email: mdRodriguez@wmata.com

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY SOLICITATION, OFFER AND AWARD

SOLICITATION		
SOLICITATION NO.: CLAND21124	SOLICITATION TYPE: RFP	Date Issued: January 18, 2022
ISSUED BY: Norie A. Calvert, Contracting Officer Margarita Rodriguez, CPP - Contract Administrator	ADDRESS: Washington Metropolitan Area Transit Authority Office of Procurement 600 5 th St. N.W.-3d Floor Washington, DC 20001	CONTACT INFORMATION: Margarita D. Rodriguez, CPP - Contract Administrator, Email: mdRodriguez@WMATA.com

All responses are subject to the following:

1. The Solicitation Instructions that are attached.
2. The Terms and Conditions that are attached.
3. The Price Schedule.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.

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

AWARD (To be completed by WMATA)			
ACCEPTANCE AND AWARD ARE HEREBY MADE FOR THE FOLLOWING ITEM(S):			
ITEM NO.	QUANTITY	UNIT	Categories
Real Estate "On-Call Services" MATOC- IDIQ	(See price Schedule)		1. Asset & Portfolio Management 2. Strategic & Financial Advisory 3. Station Area Planning 4. Project Development 5. Negotiations & Transactions Support

Name of Contracting Officer
(Print Name/Title)

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

AWARD DATE

PRICE SCHEDULE CONTINUATION SHEET**Method of Procurement – RFP**

Tasks Type of Acquisition:	FFP
Real Estate Tasks Orders:	Services
Term:	5 Years

Loaded billing rates for consultants and all sub-consultants as submitted, excluding profit will be subject to audit verification and acceptance by the Authority's Office of Inspector General (OIG). Upon verification and acceptance of the rates by the OIG these rates will be used to price task orders.

Escalation (3% per year, effective from the NTP date during the term of the contract) shall to be applied as the Task Upset Limit to account for changes in pay rates that occur throughout the task order period).

The offeror may elect to submit additional Labor Classifications, also subjected to OIG verification and acceptance. Labor Classifications and hourly rates must be submitted – for each category as follows:

1. Asset & Portfolio Management

Labor Classification	Direct Labor	Overhead	=	<u>Burdened Rate</u>
1. Principal / IDIQ Manager				
2. Senior Manager/Specialist				
3. Mid Manager /Specialist				
4. Junior Coordinator/Analyst				
5. Document Production / Graphics Specialist				
6.				
7.				
8.				

2. Strategic & Financial Advisory

Labor Classification	Direct Labor	Overhead	=	<u>Burdened Rate</u>
1. Principal / IDIQ Manager				
2. Senior Manager/Specialist				
3. Mid Manager /Specialist				
4. Junior Coordinator/Analyst				
5. Document Production / Graphics Specialist				
6.				
7.				
8.				

3. Station Area Planning

Labor Classification	Direct Labor	Overhead	=	<u>Burdened Rate</u>
1. Principal / IDIQ Manager				
2. Senior Manager/Specialist				
3. Mid Manager /Specialist				
4. Junior Coordinator/Analyst				
5. Document Production / Graphics Specialist				
6.				
7.				
8.				

4. Project Development

Labor Classification	Direct Labor	Overhead	=	<u>Burdened Rate</u>
1. Principal / IDIQ Manager				
2. Senior Manager/Specialist				
3. Mid Manager /Specialist				
4. Junior Coordinator/Analyst				
5. Document Production / Graphics Specialist				
6.				
7.				
8.				

5. Asset & Portfolio Management

Labor Classification	Direct Labor	Overhead	=	<u>Burdened Rate</u>
1. Principal / IDIQ Manager				
2. Senior Manager/Specialist				
3. Mid Manager /Specialist				
4. Junior Coordinator/Analyst				
5. Document Production / Graphics Specialist				
6.				
7.				
8.				

Firm Fixed Price Deliverable Tasks

-Audited O/H Office Rate for Prime and Subs

-Actual Labor Rates based on Certified Payroll (subject to defined premium allowances for night/weekend work - - As determined per Contract Specifications Chapter IX-Additional Covenants/Legal Requirements, Article 2-Contract Work Hours and Safety Standards Act-Overtime Compensation)

- Profit ----(to be determined) / on Labor + O/H (for both Prime and Subs).
The contracting officer shall not negotiate a [price](#) or fee that exceeds the following statutory limitations, imposed by [10 U.S.C. 2306\(d\)](#) and [41 U.S.C. 3905](#):-)
- Allowable Direct Expenses (Including Travel) – Travel allowance as determined per GSA Schedule

Offer Terms: Terms and conditions consistent with that included in the RFP-CLAND211254. All reimbursable expenses will be at cost with no mark-ups with travel and mileage not to exceed allowable GSA and County rates.



SOLICITATION, OFFER AND AWARD
CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

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

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

Authorized Signature

Print: Name & Title

Company Name & Address

Date



SOLICITATION INSTRUCTIONS

1. COMMON TERMINOLOGY

The Washington Metropolitan Area Transit Authority (WMATA) shall use electronic commerce whenever practicable or cost-effective. The use of terms commonly associated with paper transactions (e.g., "copy," "document," "page," "printed," "sealed envelope," and "stamped") shall not be interpreted to restrict the use of electronic commerce.

Similarly, the use of terms typically associated with only one type of transaction (IFB or RFP) shall be replaced with common neutral terminology (e.g. "Solicitation" in place of request or invitation; "Offeror" or "Vendor" in place of bidder or proposer; "Response" in place of bid or proposal) shall not be interpreted to contradict or restrict the use of electronic commerce. Where necessary, contracting officers may also supplement the electronic transactions by using other media of transmission to meet the requirements of any contract action governed by these procedures (e.g., correspondence by email, or to transmit hard copy of drawings).

2. SUBMITTING ELECTRONIC RESPONSES

- a. Electronic Responses submittal through WMATA Supplier Portal is required. It is important to pay special attention to the solicitation requirements for submitting your response. Responses will not be permitted after the stated solicitation closing time.
- b. Responses must be submitted electronically through the Electronic Supplier Portal currently in use by WMATA during the open solicitation period.
- c. All Responses will be submitted in a format that identifies the specific solicitation number and title.
- d. The electronic solicitation must contain the offeror's full name, address, phone number, and e-mail address.
- e. Offerors will be unable to submit a response, regardless of format, after the established deadline for each solicitation has passed. Please be sure to verify the solicitation response deadline and review all amendments.
- f. When responses are submitted electronically, the Procurement Department will be notified automatically by a system-generated e-mail, immediately upon receipt. This e-mail will be anonymous so as not to identify the vendor.
- g. Notices sent out from the electronic solicitation system will be sent from a designated e-mail address. However, each offeror is responsible for viewing the most current updates and amendments posted on WMATA's Procurement Opportunities webpage and "PROCORE". To ensure that all such notices are received, you must make sure that your profile email addresses are up-to-date.
- h. All solicitation will be electronically dated, and time stamped upon receipt by the solicitation system currently in use by WMATA.
- i. Submitted responses will remain unopened by WMATA until the scheduled date and time for opening all solicitations.

- j. An e-mail notification confirming receipt of the response will be sent by WMATA's electronic solicitation system to the offeror's designated e-mail.
- k. WMATA will not be responsible for any delay of delivery, including delays related to e-mail programs, servers, or acts of nature.
 - The only acceptable evidence to establish the time of the Authority's receipt is the time/date stamp of that event on the bid wrapper or other documentary evidence of receipt maintained by the Authority.
 - If an emergency or unanticipated event interrupts normal work processes so that bids cannot be received by the designated date and time specified in the RFP, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the authority's normal work processes resume.
- l. If you have questions concerning the e-procurement process, contact our Procurement IT Team at prmt_suppliersupport@wmata.com and also include the assigned contract administrator, whose name and contact information are included in the solicitation.
- m. Costs incurred for developing solicitation responses in anticipation of award are the responsibility of the offeror and shall not be charged to WMATA.
- n. Proposal Format

Any statement in this documents that contains the work "will", "must" or "shall" means that compliance with the intent of the statement is mandatory, failure by the offeror to satisfy that intent may cause the proposal to be rejected.
- o. Required signature pages must execute with personnel authorized to bind contractual agreement(s) as follows:
 - Sole Proprietor (Individual or Sole Proprietor)
Executed signature by the owner.
 - Partnership (General, Limited, or other Partnership)
Executed signature by a general partner of that partnership.
 - Joint Venture (JV) (Cooperative Agreement)
Executed signature by each member or, in lieu thereof, by a member of the joint venture expressly designated as the authorized signatory on behalf of all the joint ventures as evidenced by supporting documentation submitted with the proposal and satisfactory as to form and substance to WMATA.
 - Corporation (Corporation or Business Trust)
Executed signature by either the president, vice president, secretary, assistant secretary, treasurer or assistant treasurer of the corporation or business trust.

- Other

If any general partner or joint venture executing signature is a corporation or business trust, signature must be signed on behalf of such general partner or joint venture by a duly authorized officer, trustee, director or other representative of such general partner or joint venture and must be accompanied by supporting documentation evidencing such authorization and satisfactory as to form and substance to WMATA.

In the event the executed signature is signed by a person other than the aforementioned listed, supporting documentation, satisfactory as to a form and substance to WMATA, authorizing said person to bind the entity in contractual matters must be submitted.

Example: Corporation shall submit a copy of the resolution adopted by the Board of Directors and certified by the secretary of the corporation or business trust.

p. Electronic Submission:

Each offeror shall be deemed to have electronically signed documents in accordance with the applicable provisions recognized as valid under U.S. Law are as follows:

- Electronic Signatures in Global and National Commerce Act¹ (“ESIGN” or “the Act”), 15 U.S.C. §§ 7001-7006.
- Uniform Electronic Transactions Act (1999 Act).

§ 28-4905	Construction and Application
§ 28-4906	Legal recognition of electronic records, electronic signatures, and electronic contracts.

q. Contractual:

The contractual documents shall contain the following, fully executed.

- Proposal Submittal: Solicitation, Offer and Award form and continuation sheet - includes Labor Classifications and Rates, Seed Project - Price Schedule, Addendums (if applicable), Certification and Representations.
- Pre-Award: Pre-Award Evaluation Data form (completed as instructed), System for Award Management (SAM), Certifications, and Insurance Requirement(s) with Exhibit “A”.

Failure to follow these instructions may render the proposal unacceptable.

Any failure by the Offeror to carefully and completely review the proposal documents, any conditions potentially affecting the supplies/duties or to acquaint itself with all available information shall not relieve Offeror(s) it from responsibility for estimating properly nor relieve the Offeror(s) from responsibility for successfully executing orders without additional expense to WMATA.

Submittal of a proposal shall signify that the Offeror has accepted in whole the contract documents inclusive of any addendum afforded during the solicitation process.

3. INTRODUCTION

This solicitation is intended to seek responses from qualified firms and individuals who can satisfy the requirements in order to award a contract to perform the work or services as described in the Statement of Work (SOW).

4. GOODS TO BE FURNISHED/SERVICES TO BE SUPPLIED

In preparing responses, offerors are advised that:

- a. If "services" are to be performed pursuant to this solicitation, they must be provided in all respects as specified in the Contract and include the services to be furnished, together with any labor, materials or other work necessary for satisfactory and complete performance.
- b. If "supplies" are to be provided pursuant to this solicitation, they must be delivered in all respects as specified in the Contract and include the items to be furnished, together with any labor, service or other work necessary for satisfactory and complete performance
- c. Contractor agrees that project property will remain available to be used for its originally authorized purpose throughout its useful life or disposition.

5. COMMUNICATIONS WITH WMATA

Offeror is advised that any and all communications with WMATA relating to this solicitation and made by, or on behalf of, offeror at any time between release of this solicitation and award of a Contract hereunder must be directed to the Contract Administrator as follows:

Margarita Rodriguez, Contract Administrator

mRodriguez@wmata.com

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



6. PREPARATION OF OFFER

- a. Offeror shall furnish all information requested by the solicitation and, in so doing, is expected to examine the solicitation and all referenced documents carefully. Failure to do so will be at offeror's risk.
- b. The offeror shall sign the solicitation and print or type its name on the Price Schedule and on each continuation sheet if an entry has been made. Erasures or other changes must be initialed by the person signing the offer.
- c. Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation
- d. In preparing the response, offeror should be aware that all prices for the work shall be deemed to include the cost of all work, labor and materials required by the Contract including, without limitation, delivery charges, insurance, bond premiums or any other expenses required by this Contract, as well as expenses associated with compliance with Federal, state or local laws or regulatory requirements. All prices are deemed to be Free on Board (F.O.B.) Destination.

7. EXPLANATIONS TO OFFERORS

- a. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation or Contract including, without limitation, the terms and conditions, technical specifications or Scope of Work, and Contract drawings, must be requested in writing with sufficient time allowed for a reply to reach all offerors before the date that offers will be opened. Absent extraordinary circumstances, all inquiries must be transmitted in a time frame to ensure the Contracting Officer's receipt at least ten (10) days prior to the date specified for solicitation closing. All such requests must be submitted via e-mail to the Contract Administrator. Include the solicitation number and Contract title in any correspondence.
- b. Any information that WMATA furnishes to a prospective offeror relating to this solicitation will be provided in writing to all prospective offerors in the form of an amendment if, in the Contracting Officer's judgment, the information is necessary to the preparation and/or submittal of offers, or lack of such information would be otherwise prejudicial to other prospective offerors.
- c. Oral explanations, representations or instructions of any kind relating to the subject matter of this solicitation given at any time before award of the Contract by any employee, officer or agent of WMATA, will not be binding upon WMATA. WMATA does not assume responsibility for the accuracy of any such communication.
- d. The failure of a prospective offeror to request an explanation will serve to preclude it from claiming any ambiguity, inconsistency or error that should have been discovered by a reasonably prudent offeror.

8. *PRE-RESPONSE (BID/PROPOSAL) CONFERENCE*

For the purpose of clarifying the terms, conditions, and requirements of this solicitation, a **Virtual** pre- proposal conference via Microsoft Teams will be held:

Friday January 21, 2022 at 10:30AM easter time

Individuals that plan to attend the meeting are required to send an email to mdRodriguez@wmata.com at least 48-hours in advance, with their name, title, company name, mailing address, telephone, and email address for each attendee.

It is requested that offerors submit their questions in writing, whether in advance of the meeting or during the meeting.

9. *AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF RESPONSES*

- a. WMATA reserves the right to amend any of the terms of this solicitation or the Contract prior to the date set for the solicitation closing. Copies of any such amendments will be furnished via email to all prospective offerors.
- b. If, in the Contracting Officer's judgment, any amendment(s) would require material changes to price proposals and/or other substantive element(s) of the solicitation, the date set for solicitation closing may be postponed for such period as, in the Contracting Officer's opinion, will enable offerors to revise their responses. In such instances, the amendment will include an announcement of the new date for solicitation closing.
- c. In the event of an amendment, all other terms and conditions of the solicitation shall remain unchanged.

10. *RESPONSIVE BID/PROPOSALS*

- a. Offerors are advised that a response that is at variance or noncompliant with any provision of this solicitation, including a qualified or conditional offer, may be rejected as non-responsive.
- b. The Contracting Officer may reject a response as non-responsive if, in his or her judgment, the prices are materially unbalanced. Prices are materially unbalanced when they are significantly understated for one (1) or more element(s) of work and significantly overstated for the other element(s) of work.
- c. WMATA reserves the right to waive minor errors or omissions in a response and to deem it responsive.

11. WITHDRAWAL OF RESPONSE

Response to the solicitation may be withdrawn via email to the Contract Administrator prior to award.

Electronic submission, proposals can be withdrawn and/or modified up until before the specified due date and time.

12. RECEIPT AND REVIEW OF OFFERS BY WMATA

- a. There will be no public opening of offers for this solicitation. Offers will be opened by the designated WMATA representative. All reasonable efforts will be made to ensure confidentiality of the information contained in the offers, consistent with applicable provisions of law.
- b. WMATA may award Contract(s) on the basis of the initial offers as evaluated in accordance with the Evaluation Criteria, without discussions. Accordingly, the initial offer should contain the offeror's best terms from both a price and technical standpoint.
- c. Notwithstanding a determination by WMATA to proceed without conducting substantive negotiations or discussions with offerors, WMATA may engage in communications with one (1) or more offerors relating to clarification(s) of their response.
- d. The Contracting Officer may, in his or her discretion engage in oral or written discussions with one (1) or more offerors regarding WMATA's understanding of the response and/or to discuss deficiencies in the initial response. In determining those offerors with whom he or she chooses to engage in discussions, the Contracting Officer shall first make a determination regarding the initial responses that he or she deems to be within the competitive range for Contract award. The Contracting Officer shall conduct discussions with all offerors submitting offers that are within the competitive range.
- e. The Contracting Officer may, following such discussions, direct those offerors whose responses are within the competitive range to submit Best and Final Offers ("BAFOs"). In such instances, the Contracting Officer shall award the Contract based upon his or her review of the BAFOs in accordance with the Evaluation Criteria. Nothing contained herein shall limit, modify or impair the Contracting Officer's right to engage in any additional oral or written discussions or other communications relating to the solicitation that may, be consistent with WMATA's best interests.
- f. The Contracting Officer may conduct discussions with offerors only for the purpose of making an unacceptable offer acceptable. If all initial offers are technically acceptable, WMATA may not conduct further discussions with offerors prior to Contract award.
- g. The Contracting Officer may request revised offers from all offerors who are technically acceptable.
- h. WMATA maintains the right to waive informalities and minor irregularities in offers at any time during the solicitation process.

13. EVALUATION CRITERIA AND BASIS FOR AWARD**BEST VALUE**

- a. Responses will be evaluated based upon application of the following Evaluation Criteria.

b. EVALUATION CRITERIA

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

Weaknesses: Includes ambiguities and conflicts within the proposal, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information that prevents the evaluators from knowing the intent of the proposal, all of which are considered curable if discussions are held. An excessive number of clarifications may by it itself constitute a weakness.

Clarifications: Communications with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussion, clarifications do not give the offeror an opportunity to revise or modify a proposal except to the extent that the correction of an apparent clerical mistake results in revisions.

Deficiencies: Defects in the proposal which preclude acceptance. Involves any part of the offeror's proposal which would not satisfy the Authority's minimum requirements established in the solicitation. Includes failure to meet specifications, submit information, or questionable technical or management approaches.

Items will be evaluated in two categories:

Material -basis for rejection because further discussions would be meaningless.

Curable - may be corrected by clarification or discussions and brought into the competitive range.

- c. WMATA will award(s) per each of the categories to the responsible offerors whose response conforms to the solicitation and is judged to be the most advantageous to WMATA based on an overall assessment of technical merit and price in accordance with the Evaluation Criteria.
- d. WMATA is more concerned with obtaining superior technical or business management features than with making an award at the lowest overall cost to WMATA. However, WMATA will not make an award at a significantly higher overall cost to achieve only slightly superior technical or management features.
- e. Offerors should be award that both price and overall technical merit are of extreme importance to WMATA in this Solicitation. Where its review concludes that two or more Responses are of substantially similar overall value, WMATA will place greater weight upon the technical aspects of the Responses.
- f. This is a qualifications-Based Selection (QBS) process – proposers must be technically qualified to be eligible for award.

14. RATINGS FOR RESPONSE EVALUATION CRITERIA -- (BEST VALUE ONLY)

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

Definition of adjectival rankings:

Exceptional	= 5	Exceeds specified performance or capability in a beneficial way to WMATA and has no weakness.
Good	= 4	Strongly addresses evaluation standards with no material weaknesses.
Acceptable	= 3	Meets evaluation standards required under the technical provisions. Weaknesses are correctable.
Weak	= 2	Partially meets evaluation standards with material weaknesses.
Marginal	= 1	Fails to meet evaluation standard; however, any significant deficiencies are correctable. Lacks essential information to support a proposal.
Unacceptable	= 0	Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Proposal would have to undergo a major revision to become acceptable. Demonstrated lack of understanding of WMATA's requirements or omissions of major areas.

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

15. RESPONSE MISTAKE

- a. An offeror who seeks to withdraw its response subsequent to solicitation closing due to a claimed mistake or error in its preparation shall notify the Contracting Officer, in writing, immediately upon realizing the mistake, but not later than three (3) business days following solicitation closing. Such notification must set forth the details of, and explanation for, the claimed mistake. The Contracting Officer shall evaluate the claimed mistake and determine whether the offeror will be permitted to withdraw its response.
- b. In the event of an apparent discrepancy between any unit price and its associated extended price, the unit price will be presumed to be correct. The Contracting Officer may award a Contract to an otherwise low offeror based upon the unit price, subject to the additional terms of this article.
- c. An offeror claiming a mistake shall, at the Contracting Officer's request, appear before one (1) or more designated WMATA representative(s) to provide testimony and/or documentation that may include the offeror's computation sheets and calculations, to assist in WMATA's determination.
- d. Nothing contained herein shall preclude the Contracting Officer from allowing an offeror to cure a deficiency in an otherwise responsive bid/proposal where he or she determines that such deficiency is in the nature of a minor informality or irregularity.

16. PRICE RESPONSE EVALUATION

- a. The Contracting Officer will evaluate responses for reasonableness, completeness, and realism as appropriate. Costs will be evaluated in terms of the following:
 - I. Submittal of proposed prices for both the base year(s) and the option year(s), if any; attached is a "Seed Project" – Price Schedule solely for the purpose of current marketing price analysis and reasonableness.
 - II. Any offer that is materially unbalanced may be rejected. An unbalanced offer is one (1) that is based on prices that are significantly overstated for some items and understated for other items;
 - III. The Contracting Officer will compare the offers to WMATA's estimate and otherwise determine reasonableness by performing a price analysis, if adequate competition exists. If, in the Contracting Officer's judgment, adequate price competition does not exist, he or she will conduct a cost analysis in order to ascertain whether the proposed price is fair and reasonable;
- b. The offeror shall provide certified cost or pricing data if the Contracting Officer requests it.
- c. Overhead and Profit, Billing Rate and Labor Descriptions
 - I. Proposal must contain an explanation of the Offeror's and proposed subcontractors' fully burdened rates, including direct salary rates, overhead rates, and profit; and information regarding other proposed direct and indirect costs, if applicable.
 - II. Generally, the Offeror's accounting system and estimating practices will determine the method used to allocate overhead costs. The Offeror's established practices, if in accordance with generally accepted accounting principles, will be accepted.
 - III. The Offeror shall provide two (2) fair and reasonable predetermined percentages for profit, required for firm fixed and reimbursable tasks respectively, including a brief justification for the percentages.
 - IV. Billing Rate Table shall list the direct labor rates/base rates under Ordering Period for categories of professional or technical personnel expected to be required in order to perform Task Orders, to include the prime and all the Subcontractors. A brief definition of the education and experience requirements for each listed category shall be provided under Labor descriptions. Further, if some proposed labor categories are classified by multiple grades within a given discipline (e.g. I and II, or Senior and Junior), a brief explanation as to how they are differentiated shall be provided. The list of categories of professional or technical personnel shall also be listed in the Billing Rate Table with the education and experience requirements.

17. TECHNICAL RESPONSE EVALUATION**FOR BEST VALUE RFPs:**

WMATA will evaluate the technical response in accordance with the "Evaluation Criteria" set forth in "Evaluation Criteria and Basis for Award" above and render an assessment as to the overall technical merit of the response. The response's failure to demonstrate that it meets or surpasses an acceptable level with respect to any such element may result in a determination that the response is unacceptable and thus ineligible for award.

18. PRE-AWARD INFORMATION/CONTRACTOR RESPONSIBILITY

- a. In order to be eligible for award of a Contract, an offeror must affirmatively demonstrate to the Contracting Officer's satisfaction that it is responsible for purposes of this solicitation. Such demonstration must include a showing that it maintains the requisite integrity, overall technical expertise and experience, (including prior performance on other WMATA contracts or contracts with other government agencies), and sufficient financial resources to perform the Contract in a timely, satisfactory and appropriate manner. Failure to so demonstrate may result in rejection of the offeror as non-responsible.
- b. The Contracting Officer may conduct a pre-award survey and/or take other actions to obtain information regarding the offeror's responsibility. The offeror shall promptly supply information that the Contracting Officer requests regarding its responsibility, in such manner and form as he or she requests.
- c. Among other items, the offeror shall furnish the following when the Contracting Officer requests:
 - I. A completed and signed "Pre-Award Evaluation Data" form (copy attached), including all referenced financial statements and information;
 - II. Evidence of good standing in the System for Award Management (SAM) at www.sam.gov;
 - III. Small Business Enterprise (SBE) documentation (if applicable) as set forth in Appendix B-1. The offeror's failure to supply this information or otherwise fully cooperate with WMATA's inquiry may result in a determination that the offeror is not responsible for purposes of this solicitation and thereby ineligible for award.
 - IV. Consultants must have the necessary licenses, and easements to be compliant with applicable international, Federal, State, local or municipal laws and or regulations in connection with the prosecution of the scope of work.

Example: D.C. Official Code § 47-2851.03d. General Business License is required for all businesses engaging in any business transaction in the district that have a business tax identification number and who are not otherwise required to obtain an endorsement under a license endorsement category.

D.C. Official Code § 47-2851.02 (engaging in business without a basic business license or proper license endorsement); Includes Property Manager, Real Estate Appraiser, Real Estate Broker, Real Estate Salesperson.

- V. *Committed to support a safe work environment; proposers shall submit evidence (a copy) of the company's COVID-19 policy and procedures. Guidelines should be in compliance with the Equal Employment opportunity Commission (EEOC) guidance, additional updates, along with any Executive Orders issued by DC, Virginia and Maryland.*

NOTE: *WMATA's Contractor COVID-19 Screening Certification must be completed / submitted before award.*

19. REQUIREMENT FOR COST DATA FOR CONTRACT AWARD

WMATA may require the apparent low offeror to submit cost data in sufficient detail to permit analysis of the cost elements which make up the response prices. In such instances, the apparent low offeror may, at the discretion of WMATA, be subject to audit.

20. PRE-AWARD MEETING

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

21. BASIS FOR CONTRACT AWARD

- a. The authority contemplates awarding five (5) awards per each category a "Multiple Award Task Order Contract" (MATOC) - indefinite delivery, indefinite quantity (IDIQ) for the required services and supplies. Awardee(s) will be pre-qualified to compete on individual Task orders.
- b. WMATA is committed to social-economic growth and fair opportunities to maximize small business participation; set-aside per each category one (1) award will be reserved exclusively for qualified certified DBE's and SBE's..
- c. Multiple Award Task Order Contracts (MATOC) – IDIQ contracts; awards subjected to multiple consultants per category, under a single solicitation as follows:

<u>Categories</u>	<u>Award Per each Category</u>
1. Asset & Portfolio Management	up to 4 Consultants & 1 DBE/SBE
2. Strategic & Financial Advisory	up to 4 Consultants & 1 DBE/SBE
3. Station Area Planning	up to 4 Consultants & 1 DBE/SBE
4. Project Development	up to 4 Consultants & 1 DBE/SBE
5. Negotiations & Transactions Support	up to 4 Consultants & 1 DBE/SBE

Contract Numbering will be in the following sequence

Contract number – Category – Alphabetical lettering and/or first lettering of the company for each awardee/consultant.

<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>	<u>Category 5</u>
CLAND211254-1A	CLAND211254-2A	CLAND211254-3A	CLAND211254-4A	CLAND211254-5A
CLAND211254-1B	CLAND211254-2B	CLAND211254-3B	CLAND211254-4B	CLAND211254-5B
CLAND211254-1C	CLAND211254-2C	CLAND211254-3C	CLAND211254-4C	CLAND211254-5C
CLAND211254-1D	CLAND211254-2D	CLAND211254-3D	CLAND211254-4D	CLAND211254-5D
CLAND211254-1E	CLAND211254-2E	CLAND211254-3E	CLAND211254-4E	CLAND211254-5E

NOTE: Task orders will be issued under each Awarded Category.

- d. WMATA reserves the right to reject all responses and cancel this solicitation at any time prior to award.
- e. A written award notice mailed or otherwise furnished to the successful offeror within the acceptance period shall result in a binding contract without further action by either party.
- f. The Authority reserves the right to seek additional information or clarification from any bidder regarding any minor nonconformance and/or statement that is found to be ambiguous prior to making an award.

22. EQUAL EMPLOYMENT OPPORTUNITY

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

23. WMATA'S TAX EXEMPT STATUS

- a. Pursuant to Section 78 of WMATA Compact, as adopted by the District of Columbia (D.C. Official Code § 9-1107.01 et seq.), the State of Maryland (Md. Transportation Code §10-204), and the Commonwealth of Virginia (Code of Virginia § 33.2-3100 et seq.) and consented to by the U.S. Congress in Pub. L. 89-774, 80 Stat. 1324 as amended, WMATA has been accorded exemption from taxes as follows: "WMATA 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. WMATA shall not be required to pay late charges, interest, fines or penalties or any other form of pre-judgment.

- c. By submitting the response, the offeror certifies that none of the taxes that WMATA is exempt from are included in its response.
- d. WMATA shall not be responsible for social security taxes, other employment taxes, income tax, gross receipts taxes or franchise taxes imposed on the contractor.
- e. The contractor shall notify the Contracting Officer within in 30 days of discovery of, or within 30 days of when an event should have been discovered, of matters that may result in either an increase or decrease in the Contract price under this clause and shall take action as the Contracting Officer directs. WMATA 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.

24. RESTRICTION ON DISCLOSURE AND USE OF DATA

- a. WMATA shall provide all reasonable precautions to ensure that proprietary, technical and pricing information remains within the review process. Offerors shall attach to any proprietary data submitted with the offer the following legend:
- b. "This data furnished pursuant to this solicitation shall not be disclosed outside WMATA, be duplicated, or used, in whole or in part, for any purpose other than to evaluate the offer. If a Contract is awarded on the basis of this offer, WMATA shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever.
- c. This information does not limit WMATA's right to use information contained in this data if WMATA obtains it from another independent, legitimate source.
- d. Except for the foregoing limitation, WMATA or its agents may duplicate, use, and disclose in any manner and for any purpose whatsoever, all data furnished in response to this solicitation.

25. ENGLISH LANGUAGE AND UNITED STATES CURRENCY

With respect to both this solicitation and the resultant Contract:

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

26. BRAND NAME OR EQUAL

- a. If items called for by this solicitation have been identified in the Price Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Responses offering "equal" products, including products of the brand name manufacturer, other than the one described by brand name will be considered for award, if such products are clearly identified in the responses and WMATA determines that they fully meet the salient characteristics (physical, functional, or performance) requirements in the solicitation.
- b. Unless the offeror clearly indicates in its responses that it is offering an "equal" product, the offer shall be considered as offering a brand name product referenced in the solicitation.
- c. If the offeror proposes to furnish an "equal" product, a description of the product to be furnished shall be placed in the space provided in the solicitation, or such product shall be otherwise clearly identified in its responses. WMATA, at its sole discretion, must be able to determine equality without an extensive evaluation. Thus, if the offeror has some information demonstrating equality of the proposed equal, such as acceptance by another transit agency, it should submit such documentation with its offer.
- d. CAUTION TO OFFERORS. WMATA is not responsible for locating or securing any information that is not identified in its offer and reasonably available to WMATA. The offeror must furnish as a part of its bid/proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for WMATA's determination.

27. REQUESTS FOR RECORDS

- a. WMATA regularly receives requests for records from the public. It is WMATA's policy to make official agency records, including electronic records, available to the public, unless specifically prohibited by WMATA's Public Access to Records Policy (PARP) or applicable laws.
- b. "Records" means any existing writings, drawings, maps, recordings, tapes, film, microfilm, correspondence, forms, cards, photographs, optical disks, photo copies, and records stored by computer (electronic records) that are made or received by WMATA in connection with a public contract. A record does not include uncirculated personal notes, papers, electronic records and any other records that were created and retained solely as work papers for personal use of the Contracting Officer, Contract Administrator or other WMATA employee.
- c. After award of this Contract, WMATA will release and/or post the name of the successful offeror and the amount of the award in the ordinary course of business. This information is available on WMATA's website under "Business with Metro" or directly from the Contract Administrator.
- d. After award of this Contract, the winning offeror as incorporated into this Contract may be subject to release by WMATA in the ordinary course of business or in response to a request for records made pursuant to the PARP.

- e. Upon WMATA's request, the successful offeror shall provide WMATA with a redacted copy of its bid/proposal. Redactions shall be made only to those portions or pages of the bid/proposal that the successful offeror claims are confidential. By identifying portions or pages of the bid/proposal as confidential, the successful offeror warrants that it customarily and actually treats the identified portions or pages as confidential. If the successful offeror's bid/proposal is responsive to a PARP request, WMATA will require the offeror to sign a statement affirming that the offeror customarily and actually treats as confidential all information redacted by the offeror. If any of the offeror's redactions are challenged through a PARP appeal or otherwise, the proposer shall assist WMATA in defense of the offeror's redactions and reimburse WMATA for any and all damages, liabilities, fees, and other costs incurred by WMATA in defense of the offeror's redactions.

28. NOTICE OF PROTEST POLICY

- a. WMATA's procedure for the administrative resolution of protests is set forth in Chapter 17 of WMATA's [Procurement Procedures Manual](#) (PPM). The procedures contain strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters.
- b. The basis on which FTA will review a grantee's protest decision is defined in §17-8. FTA will generally exercise discretionary jurisdiction over cases deemed to involve issues important to the overall third-party contracting program. FTA's decision to decline jurisdiction over a protest does not imply approval of or agreement with the agency's decision or that FTA has determined that this Contract is eligible for Federal participation.
- c. Alleged violation must be submitted to the Contracting Officer who will administratively decide the protest.
- d. The United States District Courts for the Districts of Maryland, Virginia and the District of Columbia, and the local courts in Maryland, Virginia and the District of Columbia have jurisdiction over court actions concerning protest decisions.

PROPSAL FORMAT INSTRUCTIONS/REQUIREMENTS

Volumes shall be submitted in the following order:

Volume I & Volume II must be submitted on Proposal due date.

Volume I: Technical Proposal / Consultants Required Bid Package Submission.
 Acknowledgement of Amendments (if any).
 Certification(s) DBE/SBE (WMATA, DC, DOT, or MWUCP Certifications)
 Appendix B (if applicable)
 Appendix B-1 (if applicable)

Volume II: Solicitation, Offer & Award Form (Must be signed)
 "Seed Project" - Price Schedule (Price Evaluation Purposes ONLY)
 Representations and Certifications.
 Pre-Award Data
 =====

Volume III: Criminal Background Screening (Quarterly)
 Proof of Insurance Eligibility / Certificate(s) of Insurance (COI).
 Appendix C (if applicable).
 Appendix E, WMATA Contractor COVID-19 Screening Certification.

Proposals will be evaluated based on the following 6 criterias, listed in order of Importance.

One proposal – per each category of interest / proposal(s) must be submitted separately.

Evaluating Factors		RATINGS	SCORE
1. Firm's Qualifications	25%		0 = Unacceptable 1 = Marginal 2 = Weak 3 = Acceptable 4 = Good 5 = Exceptional
2. Personnel Qualifications	25%		
3. Quality of Prior Work Examples	25%		
4. Opportunities for WMATA's MBE/SBP/MBP Programs <ul style="list-style-type: none"> Minority Business Enterprise Program (MBE) Small Business Program (SBP) Micro-Business Program (MBP) https://www.wmata.com/business/Small-Business-Programs-Office/MBESBPMBP.cfm	15%		
5. Management & Quality Control Plan	10%		
TOTAL SCORE:		100%	

1. Firm's Qualifications:

- Experience shown through projects relevant to the applicable IDIQ functional areas described in the technical specifications/scope of work section.
 - Include summaries of at least 5 applicable projects or service contracts, completed or ongoing within the last 5 years, that demonstrate the ability of the proposer to manage and execute the identified activities.
 - At least 2 of these projects should be within the Baltimore/Washington region.
 - Projects should indicate scale of projects by market value and size (SF), and demonstrate experience, skill, and creativity to enhance real estate value, minimize transactions and project costs, or shorten the project delivery timeline.
 - Identify activities vendor self-performed and activities produced by sub-consultants.
- Experience working with medium to large transit agencies (either Metro or peer agencies) and other public agencies involved with real estate development of publicly owned property.
- Experience in real estate planning, management, and transaction in Washington metropolitan area or similar large US metropolitan areas.

2. Personnel Qualifications:

- Experience of proposed staff, as shown in individual resumes/CVs, relevant to the applicable IDIQ categories/functional areas described in the technical specifications / scope of work section.
- Experience working with medium to large transit agencies (either Metro or peer agencies) and other public agencies involved with real estate development of publicly owned property.
- Experience in real estate planning, management, and transactions in Washington metropolitan area or similar large US metropolitan areas.
- Licenses and Certifications.

3. Quality of Prior Work Examples

- Clarity of reports, presentations, and other deliverables to support real estate decision making and execution of activities relevant to the IDIQ functional areas described in the technical specifications / scope of work section.
- Formatting and graphical capabilities demonstrated reports, presentations, and other work products relevant to the applicable category.

4. Opportunities for WMATA's Minority Business Enterprise Program, Small Business Program, and Micro-Business Program (MBE/SBP/MBP)

- Approach to engaging minority, small, and women-owned businesses.
- List of MBE/SBP/MBPs in the vendor's network relevant to the applicable IDIQ categories/functional areas that could be engaged on a task order basis. Commitments to individual MBE/SBP/MBPs are not required as part of the IDIQ proposal.
- Experience engaging MBE/SBP/MBPs on prior projects and proportion of the total contract value that was performed by them.
- While not federally mandated, vendors are expected to engage MBE/SBP/MBPs to perform at minimum 30% of each task order budget. Commitments in IDIQ proposals to exceed the 30% threshold will receive higher ratings.

- The MBE/SBP/MBPs do not have to be registered with WMATA at the time of submission of the IDIQ proposal and task order proposals but will be expected to become registered within sixty (60) days of receiving a task order award.

5. Management & Quality Control Plan

- Approach to the IDIQ, responding to task order requests for proposal, and task management.
- Identify activities relevant to the applicable IDIQ functional areas that the vendor typically self-performs and activities that the sub-consultants will be engaged to perform.
Commitments to individual sub-consultants are not required as part of the IDIQ proposal.
- Approach to quality control of task order submittals or deliverables.
- Outlines of roles & responsibilities of management personnel.

Offeror shall submit as follows:

- A. Proposal Page and Character Size:
When printing, the page size shall not exceed 8-1/2 by 11 inches, except for foldouts, which may not exceed 11 by 17 inches. The page margins shall not be smaller than one inch on all four sides. The type size for text shall not be smaller than 10 point, with at least a line spacing of one. The type size for figures and tables shall be no smaller than 8 point.
- B. Elaboration: Legibility, clarity, and completeness are essential. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective Proposal are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor wanted.
- C. Completeness:
Include all forms and Project-specific information as required in this Section. Include pre-printed literature if directly relevant to this Project. Failure to provide forms or any other information required in the response to this Solicitation may cause the Offer to be deemed non-responsive, and the Offer may be subsequently rejected.
- D. Organization:
The Technical Proposal and the Price Proposal shall be submitted in separate electronic files.
- E. Identify each volume with the RFP number, the Project Name and Contract Number, the Volume Number of the total number of volumes (i.e., Volume 1 of 3, etc.), the Volume Title, and the Offeror's identity, all printed on the Cover Page of the Volume.

F. Technical Proposal:

The technical proposal shall enable WMATA evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether the proposal will meet the evaluation criteria in accordance with WMATA's requirements. Technical proposals shall be specified, detailed, and complete and demonstrate that the Offeror has a thorough knowledge and understanding of the requirements.

The Offerors Technical Proposal shall contain each of the following sections, and be separated by an appropriate tab:

1. Title page: Limited to one (1) page, The Technical Proposal must contain a Title Page.
2. Cover Letter: Limited to two (2) pages, the Cover Letter must be signed by an Officer authorized to make binding commitment for the firm(s) making the proposal. This letter shall include:
 - The Solicitation/RFP Number.
 - Offeror name, address, telephone, facsimile numbers, and website address of the Offeror (if applicable).
 - A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
 - Names, titles, and telephone numbers and electronic (Email) addresses of persons authorized to negotiate on the Offeror's behalf with the Authority in connection with this solicitation and;
 - Name, title and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
3. Table of Contents: Limited to no more than two (2) pages, the technical proposal must contain a Table of Contents that delineates all sections in the proposal. The technical proposal will be organized in the order that matches the Evaluation Factors as listed below.
4. Executive Summary: Limited to no more than five (5) pages, including matrix, the Offeror shall provide a short executive summary that describes the significant attributes of the proposal.
5. The Offeror shall provide its approach for managing company resources. This includes, at a minimum, addressing what steps will be taken to identify issues that may potentially lead to the Offeror not meeting the schedule established at time of award of any individual task order, or any combination of task orders, and what steps will be taken to ensure the task order(s) will be completed on time (without the need for a time extension) and at no additional cost to the Authority.

6. The Offeror shall provide their approach for staffing each project adequately and what steps will be taken, if it is determined that staffing needs are not being met. The Offeror shall address their process to ensure the Project Manager and WMATA's authorities are not overcommitted and have adequate time to perform their duties on each individual task order, particularly in the event that multiple task orders are being done simultaneously. The Offeror shall identify the roles and responsibilities for the Project manager(s) and staffing, along with submitting each of their resumes, qualifications and licenses (if applicable).

<u>Summary</u>	<u>Page(s)</u>
Title Page	1
Cover Letter	2
Executive Summary	5
Firms Qualifications	5
Personnel Qualifications	5
Quality of Prior Work Examples.....	5
Opportunities for MBE/SBP/MBP's	2
Management & Quality Control Plan	<u>3</u>
Proposal Page Limit:	28

Resumes should be no more than two pages each.

Resumes, Organizational Chart and Proposed Schedule are not included in the 28-page limit.

TECHNICAL SPECIFICATIONS - SCOPE OF WORK

<u>CATEGORIES</u>	
1. Asset & Portfolio Management	4. Project Development
2. Strategic & Financial Advisory	5. Negotiations & Transactions Support
3. Station Area Planning	

I. General

a. Purpose

The Washington Metropolitan Area Transit Authority (“**WMATA**”) requires the services of professional real estate advisors and/or managers (“**Vendors**”) to provide services in support of WMATA’s real estate planning, management, and transaction needs. WMATA is soliciting vendors to enter into a Basic Ordering Agreement whereby selected firms are pre-qualified to compete for Delivery Orders on as “as needed” and “as requested” basis within five functional areas as described in Section 3. Metro may pre-select up to four (4) qualified vendors and one MBE/SBP/MBP for each functional area listed in Section 3. Interested firms will submit a proposal for any of the functional areas for which they believe they are qualified.

The Task Orders may be formulated as either staff augmentation or vendor teaming engagements. Staff augmentation Task Orders are for individual consultants from a pre-qualified vendor to work up to 40 hours per week on-site at a Metro facility due to the nature of the work as outlined in the Task Order. Vendor teaming engagements are a response by a vendor with a team of sub-consultants to complete a pre-determined scope of work at their own office location(s). Metro expects that the qualified vendors will utilize state-of-the art engineering, planning, data analytics, public and stakeholder engagement, and/or graphics tools to execute all Task Orders under all categories in this procurement. Vendors should provide examples of these elements as part of their response.

Vendors shall state their capabilities and qualifications clearly and only propose on one or more of the functional areas in Section III Scope of Services (c), that they are sufficiently qualified to perform. Vendors must submit separate technical and price proposals for each functional area listed in Section III. Vendors should not respond to this RFP as teams with multiple sub-consultants/firms.

b. Statement of Process

Based on responses to this Request for Qualifications Proposal (RFP), Metro will pre-select up to four (5) qualified vendors for each functional area listed in Section 2 to develop a qualified vendor list (QVL). **At least one (1) of the qualified vendors for each functional area will be set-aside for a registered minority business enterprise, small business program, or micro-business program (MBE/SBP/MBP) member.** The intent of this program is to enable Metro staff to either directly augment existing Metro staff resources or gain support from a vendor or consultant team for a specific task.

Once the QVL is finalized, Task Orders will be sent to all qualified vendors on the QVL for the category of work to be performed. Qualified vendors will provide the technical and cost proposal as outlined in the Section 3 below and/or scope of work. Qualified vendors are welcome to team with other sub-consultants/firms to meet each Task Order’s scope of work. Unique evaluation criteria will be established for each Task Order that will identify the qualifications and specific skills, along with cost, in determining the best value for Metro and selected vendor for the award.

c. **Background**

WMATA also owns or controls land and real estate assets throughout the greater Washington region. Given that 28% of the National Capital region's tax base is located within a half-mile of a Metrorail station, many of WMATA's properties are strategically located. WMATA is responsible for utilizing these real estate assets primarily to support its transit operations, and secondarily to promote transit ridership and enhance local communities, as well as contribute to the financial viability of the transit system. By promoting high quality, higher intensity development on and near WMATA-owned properties, WMATA can increase ridership, support long-term system capacity, and generate new revenues for transit. This program is called joint development, which is the Federal Transit Administration term for transit-oriented development on Metro-owned property.

The responsibilities of the Office of Real Estate & Parking's ("**LAND**") are categorized into four functional areas:

1. Asset Management:

- Acquires and disposes of real property.
- Issues permits, licenses, and leases for third parties to conduct activities or establish permanent uses on or near WMATA property.
- Negotiates real estate agreements, such as easements, purchase and sale agreements, lease agreements.
- Manages tenants and enforces lease or easement obligations.
- Leases space on WMATA's behalf.
- Reviews proposed activities adjacent to or over WMATA facilities to identify and mitigate potential adverse impacts.
- Maintains real estate ownership records of WMATA property.

2. Station Area Planning:

- Conducts site planning for development at Metro stations.
- Produces feasibility studies to assess development barriers, market conditions and recommend timing for developer solicitations.
- Develops criteria for joint development that accommodates private development with transit facilities.
- Coordinates with jurisdictions on entitlements, transportation, and environmental issues impact the development potential of sites.
- Reviews concept plans submitted by developers to ensure access and functionality of transit facilities are maintained.

3. Joint Development:

- Conducts financial and market analysis for joint developments.
- Prepares for and issues RFPs for the sale or long-term ground lease of Metro-owned property, evaluates proposals and selects private developers to create transit-oriented, mixed-use projects.
- Negotiates real estate transactions, such as joint development agreements, option agreements, construction agreements, covenants, conditions and restrictions, ground leases, purchase and sale agreements.
- Coordinates developer plan approval by Metro.

4. Parking Operations:

- Operates and maintains Metro station parking facilities.
- Collects parking revenue and maintains payment systems, provides customer support, and manages all other parking operations requirements.

WMATA strives to serve the Washington region, not only as its transit provider of choice, but also as a contributor to the region's economy. The Vendors selected will be expected to deliver sophisticated thinking, actionable analytics and excellent service, so that WMATA may increase internal operational efficiency, increase financial sustainability, and be a real estate leader in the region.

II. Information Furnished by Metro

Metro shall furnish the vendors with documents and data as guidelines for Task Orders to be performed under this contract. These documents and data present information relative to the work to be performed by the vendors. However, depending on the requirements of the Task Order, the vendors may be required to collect additional data to develop complete and final documentation as defined by the Task Orders.

The vendors shall not divulge any confidential information which is acquired while reviewing and proposing on Task Orders, regardless of award outcome, or in performing the work under this contract.

III. Scope of Services

III (a). General

The vendors shall provide the professional and technical staff required to perform the planning Task Orders and shall manage and operate this staff from a local office conveniently located in the Washington metropolitan area. The local office is not provided or furnished by Metro. There is limited touch down/hoteling space within Metro facilities available to vendor staff.

For staff augmentation Task Orders, hoteling/touch down space may be made available. Individual consultants are expected to provide their own computer, phone, and work supplies necessary to perform their work duties.

III (b). Technical Direction

During the Task Order, the vendor shall maintain close contact with the Contracting Officer Technical Representative (COTR) for invoicing, billing, and contract administration. The Metro project manager for the Task Order will be the day-to-day contact for the vendor on the scope of work.

III (c). Functional Areas and Work to be Performed

Qualified offerors are encouraged to submit a proposal for one or more (in any combination) of the five (5) following functional services areas for which they believe they are qualified. WMATA understands that few vendors can perform all of the requested services below and therefore intends to contract with up to five of the strongest vendors in each functional area. Vendors should not submit sub-consultants to enhance their qualifications and capabilities for services within a functional area, but will be able to propose additional sub-consultants to respond to requirements of individual task orders as long as the personnel do not exceed the approved labor rate schedule.

Offers should be prepared to provide services based on hourly and fixed fee basis. WMATA may also request as part of a task order for vendor staff to perform activities on-site on a part-time or full-time basis during a specific duration of time allowing for direct coordination with Authority staff.

The functional areas desired by WMATA under this contract are as follows:

c-1. Asset and Portfolio Management

This functional area provides financial services to support the ongoing management and administration of WMATA's real property portfolio, which includes Metrorail and Metrobus stations; roads, track bed, and other rights of way; warehouses; parking garages and lots; bus garages; railyards; offices; vacant land; and other .

This includes services such as, but not limited to:

- a. Asset Management: Review and create comprehensive strategies to maximize value and mitigate risk for WMATA's portfolio of real estate assets. Services range from traditional (e.g. prioritizing capital investments, benchmarking against market values, identifying operational improvements), to more creative (e.g. functional usage studies that identify efficiencies such as facility co-location, adaptive reuse, etc.).
- b. Lease Administration: Provide ongoing lease administration services associated with WMATA's real estate portfolio, such as negotiating lease and renewal terms, lease review and abstracting, lease audits, review of CAM charges, information management and reporting, operating expense review, lease preparation and execution, etc.
- c. Easements and other Access Agreements: Coordinate with WMATA staff to determine scope, responsibilities, and requirements for use of WMATA property or connections to WMATA facilities by third parties. Formulate and draft agreement documents in consultation with WMATA Office of the General Counsel.
- d. Title Services: Coordinate with WMATA staff to obtain title examination/abstract reports, title commitments, title insurance policies and endorsements, as appropriate, including settlement services.
- e. Audits of Financial Statements: Examine lessees' books, accounts, financial statements and other submissions to ascertain if lessee has met their payment obligations required by their lease.

- f. **Staff Augmentation:** Provide personnel on a part-time or full-time basis that are directly managed directly by WMATA management staff on a daily basis to complete any of the services listed above. These individuals should be capable of working on-site at WMATA properties and offices.

c-2. **Strategic & Financial Advisory**

This functional area is to provide real estate, financial, and business advisory services to advance the economic interests of WMATA's real property portfolio. This includes services such as, but not limited to:

- a. **Portfolio Analysis:** Assist staff in the identification and evaluation of the development potential for WMATA owned and controlled and/or privately-owned properties. Tasks may include advisement on sale, lease, and acquisition of properties, determination of the by-right development potential, and formulation of strategies to reduce development barriers or risks and maximize operational and financial benefits to the Authority.
- b. **Market and Economic Analysis:** Conduct market and economic analyses to assess the value of property and viability of development projects as well as recommend the appropriate scale of development programs. Tasks may include assessing market potential and feasibility, conducting highest and best use analysis, assembling real estate market trends and/or forecasts, and assisting with marketing research to enhance the economic viability of development opportunities.
- c. **Financial Analysis:** Review and perform financial analyses and modeling of real estate deals and potential projects to assess feasibility. Tasks may include cost estimating, identifying financing/investment gaps and surpluses, conducting residual land value analysis, and other similar analyses to support valuations of WMATA property. Conduct other forms of cost-benefit analyses for projects and initiatives to WMATA.
- d. **Implementation Strategies:** Assist staff across all aspects of development implementation, including recommending various issues related to deal structure (e.g. financing strategies, land swaps, sale-leasebacks, joint ventures, other) with third parties that advance and protect WMATA's interests. Preference for vendors in this area to have experience in public-private partnerships and transit-oriented development.
- e. **Public Finance Strategies:** Advise on and perform analyses of funding, financing, and land value capture options available to WMATA that can accelerate joint development and transit-oriented development around its Metro stations. Potential funding sources may include, but are not limited to, federal loan programs, bonds for public improvements/infrastructure, special tax districts mechanisms like tax increment financing, payment in lieu of taxes, community development districts, and affordable housing grants, concessional lending, and tax abatements and credits.

- f. **Anchor Tenant Attraction:** Develop strategies to attract anchor tenants such as large businesses or institutions to locate near Metro facilities. Conduct benchmarking assessments of operating conditions (e.g. taxes, workforce accessibility, business cluster benefits, etc.) for target businesses/industries who may be candidates for relocation. Identify and recommend what package of financial and non-financial incentives may be necessary to successfully solicit the interest of anchor tenants or developers that construct build-to-suit or spec commercial space.
- g. **Economic and Fiscal Impact Analysis:** Assess changes in employment, income, levels of business activity, and own-source revenues collected by WMATA or the jurisdictions as the result of proposed projects or initiatives.
- h. **Reports and Publications:** Produce print and digital materials and documentation concisely summarizing development opportunities and Office of Real Estate activities using high-quality graphics and content formatting.
- i. **Staff Augmentation:** Provide personnel on a part-time or full-time basis that are directly managed directly by WMATA management staff on a daily basis to complete any of the services listed above. These individuals should be capable of working on-site at WMATA properties and offices.

c-3. Station Area Planning

This functional area is to support early-stage screening and master planning of opportunities and to reconfigure transit facilities and enable mixed use development at WMATA stations and properties.

- a. **Master Planning and Conceptual Design:** Develop thematic frameworks, site plans, architectural designs, and massing diagrams to convey development opportunities, site circulation, and configuration of transit facilities. These inputs will identify the feasibility of development concepts and provide the basis for more detailed cost-benefit analyses.
- b. **Due Diligence:** Assess suitability, limitations, or risks to site development. Tasks may include preliminary site analyses, ALTA and environmental phase I surveys, geotechnical and engineering investigations of site or facility conditions, traffic impact studies, and determination of public infrastructure requirements, legal research, and other due diligence related activities.
- c. **Preliminary Engineering:** Production of schematic designs for public and private infrastructure facilities providing further definition of site grading, drainage, traffic mitigations or transit facility replacement activities.
- d. **Cost Estimating:** Prepare construction cost estimates for horizontal (public infrastructure) and vertical development.

- e. Financial Feasibility Analysis: Estimate the real estate revenues, growth in fares, and tax proceeds that could be generated from the development project and compare them to the construction cost estimates. Determine the net fiscal impact (surplus or deficit) of the proposed program.
- f. Staff Augmentation: Provide personnel on a part-time or full-time basis that are directly managed directly by WMATA management staff on a daily basis to complete any of the services listed above. These individuals should be capable of working on-site at WMATA properties and offices.

c-4. Project Development

This functional area is to provide project development services from early-stage screening of development opportunities and limitations to concept creation and design coordination associated with master development partners. This includes services such as, but not limited to:

- a. Design Review and Coordination: Assist staff in evaluating concepts or preliminary development plans from third-party developers and/or adjacent property owners to ensure compliance with WMATA guidelines, standards, or operational requirements. Coordinate with WMATA departments to secure necessary internal approvals require to execute a joint development agreement or real estate permit.
- b. Entitlements and Approvals: Support staff to secure or change entitlements for the project such as zoning, development agreements, building and use permits, etc. in conjunction with land use counsel. Build public and governmental support of the project as needed including production of materials and facilitation of community or jurisdictional meetings. Activities may require coordination with WMATA's Office of External Relations or Office of Media Relations.
- c. Construction Planning and Coordination: Support procurement, selection and oversight of contractors engaged by WMATA to perform needed repairs or improvements. Prepare scopes and independent cost estimates. Track, review, and approve contractor bids, change orders, and invoices. Provide on-site coordination to construction activities like tenant build-outs or renovations – to include conducting meetings with architects, construction contractors, and tenants – in order to facilitate on-site work, minimize disruptions to existing activities, and maintain a high quality of construction.
- d. Staff Augmentation: Provide personnel on a part-time or full-time basis that are directly managed directly by WMATA management staff on a daily basis to complete any of the services listed above. These individuals should be capable of working on-site at WMATA properties and offices.

c-5. Development Solicitations and Transactions Support

This functional area is to provide professional support for real estate negotiations and transactions. This includes services such as, but not limited to:

- a. *Developer Solicitations*: Advise on proper solicitation documents (RFI's, RFP's, etc.) to generate the best response for proposals. Draft/prepare and review solicitation documents as appropriate. Assist staff in developer selection process by developing relevant selection criteria and evaluating proposals.
- b. *Development Promotion*: Assist in various marketing and communications strategies in the effort to sell, lease, or pursue joint development of WMATA properties. Tasks may include identifying industry characteristics and players, conducting market sounding, tailoring communications approaches, designing marketing collateral, recommending outlets/channels for advertising solicitations or press releases, etc.
- c. *Development Negotiations*: Assist staff in developer negotiations. Perform research/due diligence as necessary for preparation. Recommend and propose draft terms for real estate dispositions, ground leases, rents, covenants, conditions, and restrictions (CC&Rs), and other agreements necessary to advance real estate projects.
- d. *Financial Due Diligence and Advisory*: Create models or evaluate project financing plans from third-party developers and property owners to assess feasibility. Suggest alternative deal structures.
- e. *Support Review and Coordination of Legal Documents*: Review and comment on a variety of real estate legal documents in consultation with legal counsel to support transactions, such as easements, leases, licenses, purchase/sale agreements, and operation and maintenance agreements. Recommend changes to WMATA document templates. Draft additional correspondence in support of WMATA's approval process.
- f. *Staff Augmentation*: Provide personnel on a part-time or full-time basis that are directly managed directly by WMATA management staff on a daily basis to complete any of the services listed above. These individuals should be capable of working on-site at WMATA properties and offices.

III (d). Selection of Qualified Vendors

The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each technical proposal:

== Please refer to "Proposal Format Instructions/Requirements" ==

III (e). Labor Categories

Below are the labor categories under this contract. Following is a matrix that provides the baseline labor categories required for each of the categories listed in Section 3d. Labor rates and CVs must be provided for the baseline labor categories, though a vendor can also propose rates and CVs for any other labor category as well.

Functional Area 1: Asset & Portfolio Management

Job Title		Qualifications
1.	Principal/IDIQ Manager	More than 10 years' relevant experience
2.	Senior Manager/Specialist	More than 10 years' relevant experience
3.	Mid Manager/Specialist	More than 5 years' relevant experience
4.	Junior Coordinator/Analyst	Less than 5 years' relevant experience
5.	Document production/ graphics specialist	More than 5 years' relevant experience

Functional Area 2: Strategic & Financial Advisory

Job Title		Qualifications
1.	Principal/IDIQ Manager	More than 10 years' relevant experience
2.	Senior Manager/Specialist	More than 10 years' relevant experience
3.	Mid Manager/Specialist	More than 5 years' relevant experience
4.	Junior Coordinator/Analyst	Less than 5 years' relevant experience
5.	Document production/ graphics specialist	More than 5 years' relevant experience

Functional Area 3: Station Area Planning

Job Title		Qualifications
1.	Principal/IDIQ Manager	More than 10 years' relevant experience
2.	Senior Manager/Specialist	More than 10 years' relevant experience
3.	Mid Manager/Specialist	More than 5 years' relevant experience
4.	Junior Coordinator/Analyst	Less than 5 years' relevant experience
5.	Document production/ graphics specialist	More than 5 years' relevant experience

Functional Area 4: Project Development

Job Title		Qualifications
1.	Principal/IDIQ Manager	More than 10 years' relevant experience
2.	Senior Manager/Specialist	More than 10 years' relevant experience
3.	Mid Manager/Specialist	More than 5 years' relevant experience
4.	Junior Coordinator/Analyst	Less than 5 years' relevant experience
5.	Document production/ graphics specialist	More than 5 years' relevant experience

Functional Area 5: Negotiations & Transactions Support

Job Title		Qualifications
1.	Principal/IDIQ Manager	More than 10 years' relevant experience
2.	Senior Manager/Specialist	More than 10 years' relevant experience
3.	Mid Manager/Specialist	More than 5 years' relevant experience
4.	Junior Coordinator/Analyst	Less than 5 years' relevant experience
5.	Document production/ graphics specialist	More than 5 years' relevant experience

III (f). Minority, Small, and Micro-Business Program (MBE/SBP/MBP)

The MBE/SBP/MBP requirements/goal for each task order is 30% unless a “good faith efforts” waiver is requested and approved.

Good Faith Efforts exemption(s) or Waiver(s)

The offeror has the burden of furnishing sufficient documentation; must be submitted with its proposal; justification for grant of relief; waiver in whole or in part.

Offerors must submit documentation to show that all necessary and reasonable measures were taken to achieve the MBE/SBP/MBP attainable goal as follows:

- a. Soliciting through all reasonable and available means (advertising and/or written notices)
 - The offeror must allow MBE's/SBP's/MBP's to respond within sufficient time (at least 3 to 5 days) if they are interested.
 - The offeror must take appropriate steps to follow-up with interested MBE's/SBP's/MBP's.
- b. Elements of the work to be performed must be broken out to include economically feasible milestones and/or steps to include work for MBE/SBP/MBP participation; and the proposal is consistent with the applicable requirements of the task order/SOW.
- c. Adequate information about the task/SOW was provided to the MBE's/SBP's/MBP's in a timely manner to assist them in responding to the Prime contractor.
- d. Negotiating in good faith with interested MBE's/SBP's/MBP's.
It is the offeror's responsibility to make a portion of the work available to the MBE's/SBP's/MBP's to facilitate required participation.
Evidence of such negotiation includes
 - Names, addresses, telephone numbers of MBE's/SBP's/MBP's that were considered;
 - Description of the information provided regarding the plans and specifications for the work selected for subcontracting.
 - evidence as to why additional agreements could not be reached for MBE/SBP/MBP to perform the work.
 - Proposal would prevent discrimination against any individual or group in access to contracting opportunities or other benefits of the program.
 - There is a reasonable limitation of the duration and/or any modification of an awarded task order.
 - Prime contractors are not, however, required to accept higher quotes from MBE's/SBP's/MBP's if the price difference is excessive or unreasonable.

- e. Unqualified MBE's/SBP's/MBP's cannot be rejected unless a thorough investigation is completed and documented of their capabilities and standing status as a small business entity.
- f. Offeror must document efforts to assist in interested MBE's/SBP's/MBP's in obtaining necessary equipment, supplies, materials, or related assistance or services.

Such justification shall be in the form of a detailed report. The above listing of actions shall be considered as part of the offerors "good faith effort" to obtain MBE's/SBP's/MBP's participation.

In determining whether an offeror has made good faith efforts, it may be taken into account the performance of other offerors proposals meeting the task order goal requirement.

Example: When the apparent successful offeror fails to meet the contract goal, but others meet it, the authority may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average MBE/SBP/MBP participation obtained by other offerors, maybe view in conjunction with other factors, as evidence of the apparent successful offeror having made good faith efforts.

III (g). Process for Issuing Task Orders

This section below identifies the process for which Metro will issue Task Orders, including the protocols for vendors responding to individual Task Orders, and a summary of Metro's protocols for evaluating vendor responses.

This section below identifies the process for which Metro will issue Task Orders, including the protocols for vendors responding to individual Task Orders, and a summary of Metro's protocols for evaluating vendor responses.

- Metro will aim to provide quarterly forecasts of upcoming Task Orders to the pre-qualified vendors
- Metro's Task Order project manager and the COTR will select the appropriate category from Section 3d that most closely applies to the Task Order's main purpose and scope of work. The Metro Office of Procurement and Materials (PRMT) will electronically transmit a request for technical and price proposals (RFP) with a final definitive Scope of Work/Services (SOW/S) to each of the vendors qualified in the category selected. The SOW/S will define the scope of the Task Order and will include the Task Order number, title, proposal due date, scope of work explanation, schedule that includes milestones, deliverables and their due dates, the Metro technical contact person, and any additional instructions. Metro will provide a Microsoft Excel worksheet that the vendor must use for its price proposal; the worksheet will reflect the proposed tasks of the SOW/S and the total hours estimated to complete the SOW/S
- Qualified vendors shall prepare technical proposals based upon the transmitted SOW/S. The vendor may form teams to meet the skills and outcomes outlined in the SOW/S. The technical proposal shall provide the technical approach to the SOW/S and respondents are encouraged to provide creative interpretations or innovative approaches to satisfy the SOW/S; which firm (qualified vendor, subconsultant or combination thereof) that will perform the work; the individuals who will be assigned to the Task Order; organization chart for the personnel proposed; and the qualifications of the vendors and individuals proposed to do the SOW/S. The Technical proposal will be no more than 20 pages (which includes the technical approach and qualification) plus CVs. The technical approach to the SOW/S may be no longer than ten (10) pages and be in a format (margins, font, font size) that Metro will specify. The qualifications may be no longer than ten (10) pages. CVs for each of the proposed team members should be provided with a maximum of two pages per person, with no limit to the number of CVs provided as long as they are relevant to the SOW/S
- The vendors will concurrently prepare price proposals. The price proposal will show the individuals that the vendor has proposed for the Task Order, their labor category, their billing rates and their hours on the Task Order, plus other direct costs, such as printing and travel
- The vendors will electronically submit their technical proposals and price proposals to the Metro Office of Procurement and Materials via WMATA's procurement portal within 15 business days of the transmittal date, unless otherwise specified.
- Unless otherwise directed, vendors are required to propose on all TORFP's. An election not to propose with no response explaining why may negatively impact or prohibit a Contractor from proposing on future TORFP's.

- An evaluation committee appointed by the COTR, in consultation with the Task Order project manager, will evaluate the technical proposals, using criteria that Metro will have established and provided in the SOW/S. The committee will score the technical proposals and recommend the first-ranked proposal to Metro's Office of Procurement and Materials. At this time, price proposals will be opened by the Office of Procurement to determine best value. Best value will be defined by a score of 80% technical proposal score and 20% price proposal score
- Metro will allow for clarifications of the SOW/S and, if necessary, request a Best- and-Final-Offer (BAFO) price proposal from the vendor(s)
- Upon receipt of BAFO and final determination of best value, the Metro Office of Procurement and Materials will assign a firm-fixed-price Task Order to the vendor and issue to the vendor a Notice-to-Proceed letter that specifies the dollar amount

III (h). Task Deliverables

The SOW/S will define the deliverables that Metro will need from a Task Order. The deliverables may be technical reports, presentations, graphics, models, evaluations, analyses and financial plans.

III (i). Invoices and Progress Reports

The basis of invoices by the vendor and of payment by Metro will be by deliverables and milestones, as accepted by Metro. In other words, the vendor may not base its invoice solely on percent progress, unless authorized by the COTR or task manager.

III (j). Quality Control Program

The vendor shall develop and be responsible for executing a Quality Control (QC) Program for all of services. This program shall require internal reviews and checks by supervisors, and independent QC checks by well qualified technical staff to confirm that acceptable quality is provided. A Quality Assurance/Quality Control (QA/QC) plan, consistent with ISO 9001:2000, shall be submitted to Metro for approval. ISO Certification is not required.

The vendor will designate a Quality Control Manager. A certification is required for this position. The designated QC Manager is subject to the approval of the Contracting Officer. All draft deliverables, including documents and data, must go through quality control by the QC manager to ensure there are no major inconsistencies and fundamental errors.

III (k). Use of Procore

Metro uses the web-based project management platform, Procore. Metro will create a Procore site for each Task Order, into which Metro and the vendor will use the Procore functions (tabs) of e-mails, prime contract, requests for information, submittals, transmittals, meetings, photos, drawings, documents and directory. For instance, the vendor will submit its invoice and progress report to Metro via Procore and will upload its deliverables, at minimum the final deliverables, under the Documents tab.

III (I). **Objectivity Review**

- The vendor must not have any financial or other interest in the outcome of the task orders and, in accord with regulations of the federal government's Council of Environmental Quality, shall sign disclosure statements for task orders that involve federal environmental impact procedures. The Authority staff in cooperation of other staffs of jurisdictions and agencies will prepare primary recommendations, particularly for the selection of an alternative by the Authority Board of Directors and by other governing bodies. The Contractor shall not participate in the preparation of primary recommendations or in their presentation to these decision-making bodies.
- In the event that the vendor believes that it or any of its potential subcontractors may have an organizational conflict of interest; then vendor must notify WMATA immediately. A written notice must be submitted to include description identifying the nature and circumstances of the perceived conflict, personnel(s) involved; the amount of time that has passed between the end of the original vendor or subcontract and the Task Order RFP (if applicable).

The Contracting Officer will review the circumstances and proposed mitigation plan(s) determining that: (1) no mitigation required; (2) ***"Certification Regarding Organizational Conflict of Interest"*** form must be completed & submitted with the TORFP (3) the conflict cannot be mitigated; (4) the conflict is too pervasive and may elect to cancel the Task Order.

***Please also refer to the Standard Terms and Conditions,
#53. Organization Conflicts of Interest.***

III (m). Additional Requirements**General Requirements**

For all categories of real estate services, Metro requires the following items:

- All work shall be in accordance with the instructions, directives, criteria, specifications, drawings, technical manuals and other instructions furnished by Metro.
- Planning analyses and evaluations shall comply with the most stringent environmental criteria as defined by Federal statutes, rules and guidance, State of Maryland, Commonwealth of Virginia, and District of Columbia.
- All Metro manuals and other data furnished by Metro, as designated by the Contracting Officer, shall be returned to the COTR within thirty (30) calendar days after the date of acceptance of the work to be accomplished under the applicable Task Order.
- After submission of the deliverables, the vendors shall make any corrections thereto as may be necessary.

All correspondence shall be referenced to the appropriate Task Order number. Matters relating to the contract, Task Order, change proposals, billings, etc., shall be addressed and set to the COTR. Correspondence between the vendor and third parties will include a copy to the COTR.

III (n). Contract Reporting Procedures**a. Reports**

Each vendor shall submit, via a Procore site for Task Order project management, Status Reports on all Task Orders to Metro on a regular basis (no less frequently than every quarter). The report shall be updated and contain current information. The report shall contain the following information:

1. A chronological listing of Task Orders.
2. The date that the Task Order was received.
3. The Task Order number.
4. The vendor's staff assigned to the Task Order.
5. The expected Task Order completion date.
6. The Task Order's expected total budget, the authorized "Not-to-Exceed" amount, and expenditures to date.
7. The current status of each Task Order, including a list of major milestones, status of deliverables, any addition or reduction to the scope of work.

b. Meetings

The vendor will participate in periodic status meetings with Metro staff to review status of all outstanding Task Orders.

SEED PROJECT – PRICE SCHEDULE

(PRICE REASONABLNESS EVALUATION “PURPOSES ONLY”)

Must be submitted with each purposed category.

Labor Category	Fully Loaded Hourly Rates	Estimated Hours	Total Price
Principal/IDIQ Manager	\$	100	= \$
Senior Manager/Specialist	\$	500	= \$
Mid Manager/Specialist	\$	1,500	= \$
Junior Coordinator/Analyst	\$	1,500	= \$
Document production/ graphics specialist	\$	500	= \$
Total Loaded Labor		4,100	\$
Direct Expenses			
Travel			
Mileage			
Meals			
Lodging			
Postage			
Telephone			
Printing/Reproduction			
Total Direct Expenses			
Total Cost Estimate			\$ -

Price Proposal Evaluation Factors:

1. The price proposal purpose will evaluate the cost aspects of each offeror’s proposal to determine that prices are fair, reasonable, and acceptable.
2. The Authority will evaluate Price Proposals for mathematical errors, reasonableness, completeness, clarity, conciseness, and responsiveness to the RFP-requested information.
3. Submittal of proposed prices for the Labor Categories and the “Seed Project – Price Schedule” are required. Failure to do so will necessitate rejection of the Proposal.
4. Materially unbalanced prices: Proposals that are materially unbalanced as to prices for the various categories of work items may be rejected as non-responsive.
5. The Authority will review the submitted proposed prices for the Labor Categories and the “Seed Project – Price Schedule” as indicated on page 26 of this solicitation.

== Please refer to: Item #16. Price Response Evaluation ==

NOTES:

Hours listed – are estimates only; actual hours will vary per task order(s)

Purpose – establishing current marketing and price reasonableness analysis.

PRE-AWARD EVALUATION DATA

PROJECT DESCRIPTION: **REAL ESTATE "ON-CALL SERVICES"**
Multiple Award Task Order Contract (MATOC) – IDIQ

<u>Categories</u>	
1. Asset & Portfolio Management	4. Project Development
2. Strategic & Financial Advisory	5. Negotiations & Transactions Support
3. Station Area Planning	

1. Name of firm: _____

2. Address: _____

3. Legal entity: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ LLC "Limited Liability Company"

4. Date organized _____
State where incorporated or organized _____.

5. Names of officer(s) or partner(s) _____ Address of Officer(s) or Partner(s) _____

a.			
b.			
c.			
d.			
e.			
f.			

6. How long has your firm been in business under its present name?

7. Attach as Schedule One (1) a list of similar current contracts that demonstrate your firm's technical proficiency, each with contract amount, name of contracting party, character or type of work and percentage of completion.

The list must include the following information (questions 7 & 8);

- | | | |
|--------------------------|--------------------------------------|-----------------|
| ▪Owner/Company | ▪Contract Name | ▪Duration |
| ▪Contact Personnel | ▪Amount | (From/to Dates) |
| ▪Address | ▪Character & Type of work | |
| ▪Up-to-Date Phone number | ▪Portions/% of the work accomplished | |
| ▪Email | with the Bidder's own forces. | |
8. Attach as Schedule Two (2) a list of similar contracts, each with contract amount, name of contracting party, and character or type of work for similar contracts completed in the last two (2) years.
9. In the last two (2) years has your firm been denied an award where it was the offeror? If the answer is yes, attach as Schedule Three (3) the full particulars regarding each occurrence.
10. Has your firm failed to complete, in the last two (2) years, any contract on which it was the offeror?
If the answer is yes, attach as Schedule Four (4), the full particulars regarding each occurrence.
11. Financial resources available as working capital for the Contract:
- a. Cash on hand: \$ _____
- b. Sources of credit: \$ _____
12. Attach as Schedule Five (5) financial statements and letters from banks regarding credit as required by the "Pre-Award Information" article.
13. What percentage of work (Contract amount) does your firm intend performing with its own personnel? _____%.
14. Attach as Schedule Six (6), a list of all principal subcontractors and the percentage and character of work that each will perform. Principal items of work shall include, but not be limited to, those items listed in the "Pre-Award Information" article.

15. If the Contractor or subcontractor is in a joint venture, submit "Pre-Award Evaluation Data" forms for each member of the joint venture.

The above information is confidential and will not be divulged to any unauthorized person or persons. The signatory of this questionnaire certifies to the truth and accuracy of all statements, answers, and attachments.

DUNS# _____

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE: _____



REPRESENTATION AND CERTIFICATIONS

1. TYPE OF BUSINESS ORGANIZATION

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

Name	Signature
Title	Company
Date	

2. AFFILIATION AND IDENTIFYING DATA

Each offeror shall complete a, b if applicable, and c below, representing that:

- a. It ☐ is, ☐ is not, owned or controlled by a parent company. For this purpose, a parent company is defined as one that either owns or controls the activities and basic business policies of the offeror. To own another company means that the parent company must own at least a majority, i.e., more than fifty percent (50%), of the voting rights in that company. To control another company, such ownership is not required. If another company is able to formulate, determine or veto the offeror's basic business policy decisions, such other company is considered the parent of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, Contractual arrangements or otherwise.
- b. If the offeror is owned or controlled by a parent company, it shall insert in the space below the name and main office address of the parent company:

Name of Parent Company

Main Office Address (including ZIP Code)

- c. If the offeror has no parent company, it shall provide in the applicable space below its own employer's identification number (E.I.N.), (i.e., number used on Federal tax returns or, if it has a parent company, the E.I. N. of its parent company).

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

Name	Signature
Title	Company
Date	



3. **COVENANT AGAINST GRATUITIES**

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

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any Board member, employee or agent of WMATA with the view toward securing favorable treatment in the awarding or administration of this Contract.

Name	Signature
Title	Company
Date	

4. **CONTINGENT FEES**

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

4.1 It [] has, [] has not, employed or retained any company or persons (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this Contract, and

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

Name	Signature
Title	Company
Date	

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- 5.1 By submission of its offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- 5.1.1 The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or with any other competitor;
 - 5.1.2 Unless otherwise required by law, the prices that are quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and
 - 5.1.3 No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- 5.2 Each person signing this offer certifies that:
- 5.2.1 He or she is the person in the offeror's organization responsible for the decision regarding the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 5.1.1) through 5.1.3) above; or
 - 5.2.2 He or she is not the person in the offeror's organization responsible for the decision regarding the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to 5.1.1) through 5.1.3) above, or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

6. NONDISCRIMINATION ASSURANCE

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

Name	Signature
Title	Company
Date	



7. **DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS**

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

Financial interests include ownership interests and prospective and actual income. Firm includes parents, subsidiaries and affiliates.

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

7.1 [] No WMATA Board member, household member or business associate has a financial interest in this firm, in a financial transaction with WMATA to which this firm is a party or prospective party, or in an actual or prospective business relationship with WMATA to which this firm is a party.

7.2 [] The following WMATA Board member(s), household member(s) or business associate(s) has a financial interest in this firm, in a financial transaction with WMATA to which this firm is a party or prospective party, or in an actual or prospective business relationship with WMATA to which this firm is a party, Include in "Nature of Interest" below, a description of the financial interest and (1) for ownership interests, the value of the interest, the name and address of the firm in which the interest is held, and the total equity or equivalent interest of the firm; and (2) for income, the amount of all income received by the Board member, household member or business associate in the current and preceding fiscal year for services provided, and the name and address of the firm from which the income was received.

Name of Board Member
Household Member or
Business Associate

Nature of Interest

7.3 The certification required by 7.1) and 7.2) above shall be included in all subcontracts. The prime contractor shall furnish copies of certifications to the Contracting Officer and retain a copy for inspection upon his or her request.

Name	Signature
Title	Company
Date	

8. **CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY)**

By submission of this offer, the offeror certifies that:

- 8.1 It will contract with or engage a reputable third-party vendor to conduct criminal background screenings of all Contractor personnel who will have access to WMATA's customers, WMATA's property, or WMATA's information in connection with this Contract. This requirement also applies to Contractors who engage with the general public on WMATA's behalf.
- 8.2 It will screen for criminal convictions all Contractor personnel who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information and who work on this Contract during each calendar year within this Contract's period of performance, taking into consideration: (1) the nature of the services or work being performed under the contract with particular regard for the individual's access to, and interaction with, WMATA's customers, property, and confidential information; (2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence . The offeror will provide certification that it conducted these screenings to the Contracting Officer's Technical Representative (COTR) on a quarterly basis, on a form provided.
- 8.3 The Contractor shall submit to the COTR a list of all employees and agents who will require Contractor access badges not less than 7 days prior to the date on which access will be required.
- 8.4 The offeror will determine that all Contractor personnel working on this Contract during the calendar year passed the Contractor's criminal background screening and will be in good standing and otherwise fit to work on this Contract.
- 8.5 The offeror has not obtained or otherwise been made aware of any information about any Contractor personnel working on this Contract that contradicts or otherwise impacts the Contractor's determination that such persons passed the Contractor's criminal background screening and/or are fit to work on this Contract.
- 8.6 The Contractor will flow this requirement down to all of its subcontractors who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information within this Contract's period of performance.

Name	Signature
Title	Company
Date	

9. CERTIFICATION REQUIRED FOR ALL SAFETY-SENSITIVE CONTRACTS.

- 9.1 By submission of this offer, the offeror represents and certifies that it will comply with the Federal Transit Administration (FTA) regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, and applicable provisions of the U.S. Department of Transportation (DOT) regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. Part 40.
- 9.2 Offeror agrees that its employees and agents, including but not limited to safety-sensitive subcontractors, will be enrolled in a drug and alcohol testing program that meets the policy and procedural requirements listed in Appendix A of this document.
- 9.3 Offeror understands that Washington Metropolitan Area Transit Authority (WMATA) will perform oversight during the contract's period of performance to ensure that the successful offeror complies with the DOT/FTA regulations.
- 9.4 Failure to comply with this certification may result in WMATA issuing sanctions and pursuing available contractual remedies.

Name	Signature
Title	Company
Date	

10. SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)

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

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

Name	Signature
Title	Company
Date	



SPECIAL TERMS AND CONDITIONS

1. INSURANCE REQUIREMENTS

If you do not currently carry all of the required insurance for this solicitation, a current certificate of insurance (COI) evidencing the insurance you do carry and a letter from your insurance agent/broker stating that 'if our client (you) are awarded the contract, the required coverage will be provided' will suffice.

1.1. General Indemnity

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, for loss or damage to any property, including the property of the Contractor and the Authority, and for financial loss to the Authority caused by Contractor's acts, errors or omissions in connection with activities to be performed under this contract.

- 1.2. 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.

- 1.3. 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.

EXHIBIT A: Real Estate Services On-Call / Insurance Requirements
I. Minimum Required Insurance: Minimum Limits of Insurance

<u>Insurance Type</u>	<u>Limits</u>	<u>Basis</u>
Professional Liability	\$1,000,000	Each Claim

II. Minimum Required Insurance: Minimum Insurance Coverages and Coverage Provisions

- 1) Contractor is required to maintain the insurance outlined in this Exhibit A during the entire period of performance under this contract. Notice to Proceed (NTP) will not be issued until all required insurance has been approved by WMATA.
- 2) The prescribed insurance coverage and limits of insurance are minimum required coverages 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 requested insurance policies, including applicable endorsements, within five (5) business days of such request.
- 4) Receipt, review or communications regarding certificates of insurance (COI), insurance policies, endorsements, or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by WMATA.
- 5) Insurance companies must be acceptable to WMATA and must have an A. M. Best rating of at least A- VII.
- 6) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 7) Any insurance policy utilizing a Self-Insured Retention (SIR) requires written approval from WMATA.
- 8) Contractor must incorporate these Minimum Insurance Requirements into contract requirements of all subcontractors of every tier; however, Contractor, at its sole peril, may amend these Minimum Insurance Requirements for its subcontractors, but doing so does not relieve Contractor from its respective liability to WMATA.

- 9) Compliance with these Minimum Insurance Requirements does not relieve Contractor from Contractor's respective liability to WMATA, even if that liability exceeds the Minimum Insurance Requirements.

III. Coverage-Specific Requirements

Professional Liability Insurance

WMATA may require professional liability insurance (Errors and Omissions) for Contractor's work or that of its subcontractors for certain types of consulting services. Coverage can be written on an "occurrence" or "claims-made" basis.

IV. Other

Additional Insured

- 1) Contractor and subcontractors of every tier are required to add WMATA and WMATA Board of Directors as additional insured on all required insurance including excess liability policies, with the exception of Workers' Compensation and Professional Liability.
- 2) Coverage provided to Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured, including coverage afforded to the WMATA as an additional insured by subcontractors, and from other third parties.
- 3) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 4) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction(s) where the contract scope of work takes place.
- 5) Commercial General Liability and Umbrella/Excess Liability forms must provide defense coverage for additional insureds. The Additional Insured Endorsement shall provide coverage for Ongoing as well as Products and Completed Operations with no limitation on when claims can be made.

Waiver of Subrogation

Contractor and subcontractors of every tier are required to have all insurance policies except Professional Liability endorsed to waive the respective insurance company's rights of recovery against WMATA, and the WMATA Board of Directors.

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

Certificate of Insurance (COI)

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

The Certificate Holder box should read:

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

Additionally:

- 1) Proposed material modifications to required insurance, including notice of cancellation, must be received by WMATA in writing at least 30 days prior to the effective date of such change or cancellation.
- 2) WMATA's receipt of copies of any COI, policy endorsements or policies does not relieve Contractor of the obligation to remain in compliance with the requirements of this Section at all times. Contractor's failure to comply with these insurance requirements shall constitute a material breach of this Contract.
- 3) Receipt of the COI does not constitute acceptance of the insurance outlined above.

END of EXHIBIT A

2. INDEFINITE QUANTITY CONTRACT

- a. This is an indefinite-quantity Contract for the supplies or services specified, and effective for the period of performance stated in the Price Schedule. The quantities (if applicable) of supplies and/or services specified in the Price Schedule are estimates only and are not purchased by this Contract.
- b. Delivery or performance shall be made only as the Contracting Officer authorizes through orders made in accordance with the "Ordering" and "Order Limitations" articles. The Contractor shall furnish to the Authority, when and if ordered, the supplies and/or services specified in the Price Schedule up to and including the quantity designated in the Price Schedule as the "maximum." The Authority shall order at least the quantity of supplies and/or services designated in the Price Schedule as the "minimum."
- c. There is no limit on the number of orders that may be issued other than any limitations imposed by the "Order Limitations" clause. The Authority may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. This Contract and WMATA's Procurement Procedures Manual (PPM) shall govern the parties' rights and obligations regarding that order to the same extent that they would have governed the order had it been completed during the Contract's effective period.

3. ORDERING

Task orders shall be issued on a competitive basis when the need arises to place orders against the multiple award contract, all awardees holding a base/master contract are requested to submit a proposal to provide each contractor a fair opportunity to be considered for each order.

- a. The Contracting Officer shall order any supplies and/or services to be furnished under this Contract by the issuance of delivery orders or task orders. Such orders may be issued throughout the Period of Performance.
- b. All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of a conflict between a delivery order or task order and this Contract, this Contract shall control.
- c. The Task Order is considered "issued" when the Authority places the order through the Notice to Proceed. Orders will be issued electronically.

- d. The Contracting Officer or a designated official may solicit responses to requirements from Contractors within a technical area covered by a task order requirement in writing.

A Task Order Request for Proposals (“TORFP”) will be prepared and issued generally will include, but is not limited to, the following:

- Statement of Work;
 - Reporting Requirements and Deliverables (if applicable).
 - Proposal due date and how to deliver Proposals.
 - Period of Performance.
 - The need to submit current insurance certifications and/or licenses, if applicable.
- e. Task Orders RFP’s issued will be Firm Fixed priced, awarded to the highest ranked Consultant that provided fair and reasonable pricing.
- f. Unless otherwise directed, Contractors are required to propose on all TORFPs. An election not to propose may negatively impact or prohibit a Contractor from proposing on future TORFPs.
- g. The Contractor, in connection with any Task Order Proposal submitted, shall identify the technical approach to satisfy the Task Order statement of work, furnish a price.
- h. Exception to the Ordering process (48 CFR § 16.505 – Ordering)
1. Urgent supplies and/or services warranted to prevent unacceptable delays.
 2. Orders – must not exceed simplified acquisition threshold totaling \$250,000.
 3. A statement of the actions, if any, the Authority may take to remove or overcome any barriers that led to the exception to the fair opportunity process before any subsequent acquisition is issued.
 4. The contracting officer’s certification that the justification is accurate and complete to the best of the contracting officer’s knowledge and belief.
 5. Evidence supporting data that is the responsibility of technical or requirements personnel (e.g. verifying the minimum needs or requirements or other rationale for an exception to fair opportunity) and which form a basis for the justification have been certified as complete and accurate by the COTR and/or WMATA’s authorized representative.
 6. TORP will be prepared and issued to the highest ranked based/master contractor, per subjected category; if the highest ranked Contractor does not provide a fair and reasonable price, WMATA will issue TORFP to the next qualified Contractor and negotiate a fair and reasonable price. This process will continue until WMATA reaches a fair and reasonable price with the qualified contractor.
 7. It is necessary to place an order to satisfy a minimum guarantee.

4. ORDER LIMITATIONS

- a. Minimum order.
The guaranteed minimum task order value per each category will be **\$10,000** for the life of the Master Contract. Once a task order has been awarded meeting or exceeding the guaranteed minimum, the minimum obligated requirement is fulfilled.
- b. Maximum value.
There is no maximum-per-order limitation, for contract-management purposes. Additionally, contractors have the right to refuse any order for a single item in excess of **\$15,000,000**.

5. SITE VISIT/INSPECTION OFFEROR'S FACILITIES -- N/A --

6. PERFORMANCE/PAYMENT BONDS..... -- N/A --

7. PERIOD OF PERFORMANCE

The period of performance is **5 years** commences from the notice to proceed (NTP) date.

Base	Days – Per Year	Year
1 st Year	From NTP Date	2021
2 nd Year	365 Days	2022
3 rd Year	365 Days	2023
4 th Year	366 Days	2024 (Leap Year)
5 th Year	365 Days	2025

8. OPTIONS-EVALUATION-- N/A --

9. OPTIONS-EXERCISE -- N/A --

10. OPTION FOR INCREASED OR DECREASED QUANTITIES OF SUPPLIES-- N/A --

11. OPTIONS TO EXTEND SERVICES..... --N/A --

12. RIGHT TO EXTEND CONTRACT PERIOD OF PERFORMANCE

- a. WMATA may unilaterally extend the period of performance for the work under this contract by written notice to the Contractor. The Contractor must accept any reasonable extension and continue performance without interruption. The Contractor's sole remedy following WMATA's exercise of its unilateral right to extend performance is to submit a claim for an equitable adjustment to the Contract price.
- b. If WMATA exercises this unilateral right, the extended contract shall incorporate the new period of performance. If applicable, any additional options remaining under the contract will be appended to and remain available through the new period of performance.
- c. The total duration of this contract shall include any extensions as well as option periods. In no event shall the total duration of the contract extend beyond the maximum term permitted by the Federal Transit Administration, if otherwise made applicable to this contract elsewhere.

13. OPTIONS EXERCISED OUT OF SEQUENCE..... -- N/A --**14. BRAND NAME OR EQUAL**

- a. If items called for by this solicitation have been identified in the Price Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposal offering "equal" products, including products of the brand name manufacturer, other than the one described by brand name will be considered for award, if such products are clearly identified in the proposals and WMATA determines that they fully meet the salient characteristics (physical, functional, or performance) requirements in the solicitation.
- b. Unless the offeror clearly indicates in its proposals that it is offering an "equal" product, the Offeror shall be considered as offering a brand name product referenced in the solicitation.
- c. If the Offeror proposes to furnish an "equal product, a description of the product to be furnished shall be placed in the space provided in the solicitation, or such product shall be otherwise clearly identified in its proposals. WMATA, at its sole discretion, must be able to determine equality without an extensive evaluation. Thus, if the Offeror has some information demonstrating equality of the proposed equal, such as acceptance by another transit agency, it should submit such documentation with its Offeror.
- d. CAUTION TO OFFERORS WMATA is not responsible for locating or securing any information that is not identified in its offer and reasonably available to WMATA. The Offeror must furnish as a part of its bid/proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for WMATA's determination.

15. INDEMNIFICATION

- a. Contractor shall indemnify, defend and hold harmless WMATA, its Board members, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorneys' 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 WMATA, 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 WMATA. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any of its obligation under this Contract.
- b. Contractor shall indemnify, defend and hold harmless WMATA, its Board members, employees and agents, against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys' fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the job site. The foregoing indemnity does not apply to loss or damage due to preexisting conditions, whether known or unknown.
- c. If any action or proceeding relating to this indemnification is brought against WMATA, then upon written notice from WMATA to the Contractor, the Contractor shall, at its own expense, resist or defend such action or proceeding by counsel approved by WMATA in writing. No approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. WMATA reserves the right to use its own counsel under this indemnity at Contractor's sole cost and expense.
- d. Contractor understands and agrees to its responsibility to provide indemnification to WMATA pursuant to this clause. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements. The failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation hereunder.

16. LIQUIDATED DAMAGES FOR DELAY -- N/A --

Not Applicable.

17. LIVING WAGE

- a. WMATA's Living Wage Policy and implementing regulations apply with respect to all contracts for services (including construction) awarded in an amount that exceeds \$150,000 in a twelve (12) month period. If this Contract meets those criteria, the following requirements are applicable:

WMATA's living wage rate is \$15.03 per hour and may be reduced by the Contractor's per-employee cost for health insurance.

- b. The Contractor shall:
 - i. Pay WMATA's living wage rate, effective during the time the work is performed, to all employees who perform work under this Contract;
 - ii. Include this "Living Wage" article in all subcontracts that exceed \$150,000 in a twelve (12) month period awarded under this Contract;
 - iii. Maintain payroll records, in accordance with the requirements of this Contract, and include a similar provision in affected subcontracts that requires the subcontractor to maintain its payroll records for the same length of time; and
 - iv. Certify with each monthly invoice that WMATA's living wage rate was paid to affected employees, or if applicable, certify prior to Contract award or Contract extension, if any, that one or more of the exemptions in paragraph (d) below applies.
 - v. The Contractor shall not split or subdivide this Contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor to avoid compliance with this "Living Wage" article.
- c. Exemptions to this "Living Wage" article include:
 - i. Contracts and agreements subject to higher wage rates required by Federal law or collective bargaining agreements;
 - ii. Contracts or agreements for regulated utilities;
 - iii. Emergency services to prevent or respond to a disaster or imminent threat to public health and safety;
 - iv. Contractor employees who work less than full time; and
 - v. Contractors who employ fewer than then (10) employees.



- d. WMATA may adjust the living wage rate effective in January of each year. The adjustment will reflect the average living wage rate among Metro's Compact jurisdictions with living wage rates. If after Contract award the living wage rate increases, the Contractor is entitled to an equitable adjustment to the Contract price in the amount of the increase for employees who are affected by the escalated wage.
- e. Failure to comply with WMATA's Living Wage Policy shall result in WMATA's right to exercise available contract remedies, including contract termination, where no fraud is suspected.
- f. If fraud is suspected, WMATA's only remedy prior to adjudication by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

18. RETAINAGE -- N/A --

No Retainage. No provision of this Contract shall serve to deny Contractor's entitlement to full payment for properly performed work or suitably stored materials. No amounts shall be withheld from any payment request submitted by Contractor based on percentage of the work performed during the period of performance and no amounts shall be assigned to the line items, other than as assigned by Contractor in its payment requests.

19. WARRANTY OF SUPPLIES

- a. All workmanship, parts and materials furnished for this Contract shall be unconditionally warranted by the Contractor against failures or defects for a period of one (1) year after WMATA accepts them or places them in service, whichever is earlier. The Contractor shall accept WMATA's records regarding the date the item was accepted or placed in service.
- b. In the event that any work, parts or materials covered by this Warranty fails during the Warranty period, the Contractor shall repair or replace the work within three (3) days without cost or expense to WMATA.
- c. Should the Contractor shall fail to repair or replace any part or do any work in accordance with the terms of this Warranty, or if immediate replacement or work is necessary to maintain operations, WMATA shall have the right to cause such replacement to be made, utilizing its own forces and/or those of third parties as WMATA shall reasonably deem appropriate, at Contractor's expense.

- d. Each piece of equipment, component or part thereof that the Contractor replaces, repairs, adjusts or services in any manner under the terms of this Warranty during the Warranty period shall be reported to the Contracting Officer on WMATA's forms. Each report shall indicate in detail all repairs, adjustments and servicing to each and every component, unit or part thereof.
- e. Any warranty work shall be accomplished with minimum disruption to WMATA's operations and to its maintenance and service facilities. WMATA shall at its sole discretion determine the availability of facilities for warranty work.
- f. The Contractor shall make adequate service facilities available, along with spare parts, for all the items under warranty. Trained technical service personnel shall be available to WMATA sufficient to meet the Contractor's warranty obligations.
 - i. The Contractor shall provide field service representatives who are competent and fully qualified in the maintenance and operation of the warranted items. These field service representatives shall assist WMATA in overcoming any difficulties in the operation or maintenance of the warranted items. They shall further serve as the Contractor's on-site representatives for any component failure claims or warranty claims under this contract.
 - ii. During the warranty period, a field service representative shall be available within twenty-four (24) hours notice.
- g. WMATA's rights set forth in this article shall be in addition to those set forth elsewhere in this Contract or otherwise at law or in equity.

20. WARRANTY OF SERVICES

- a. Definitions.

"Acceptance," as used in this clause, means the act(s) of WMATA's authorized representative by which WMATA approves specific services, in partial or complete performance of the Contract.
- b. Notwithstanding inspection and acceptance by WMATA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by WMATA. This notice shall state either –
 - i. The Contractor shall correct or re-perform any defective or nonconforming services; or
 - ii. That WMATA does not require correction or re-performance.

- c. If the Contractor is required to correct or re-perform, it shall be at no cost to WMATA, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace the services with similar services and charge the Contractor with the cost, or make an equitable adjustment to the Contract price.
- d. If WMATA does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment to the Contract price.

21. CONSULTANT SERVICES

Consultant is a person who is a member of a particular profession or possesses a special skill and who is not an officer or employee of the vendor.

a. DELIBERATIVE PROCESS PRIVILEGE

Consultants should apply the following legend to their work product (writings, notes, memoranda, reports, research and materials):

“PRIVILEGED AND CONFIDENTIAL”

b. CONSULTANT TRAVEL

Consultants on newly appointed on contracts with WMATA are considered New Appointees and will be reimbursed by the FTA for authorized relocation assistance and travel costs in compliance with FAR 31.205-46. These costs will be approved by the Contracting Officer, in conjunction with the program office and COTR, if their new WMATA work location is more than 50 miles beyond their present location. New Appointees will be reimbursed for lodging costs for a period not to exceed 90 days from the first workday. No Per Diem expenses will be reimbursed beyond this 90-day period. No other lodging, travel or per diem will be authorized for contract personnel, except when traveling more than 50 miles beyond the WMATA service area, performing work on a temporary basis at WMATA's direction. Reimbursement for any travel, lodging or per diem not associated with WMATA-related business is not authorized. New Appointees will be required to return relocation assistance if they leave WMATA prior to 12 months.



STANDARD TERMS AND CONDITIONS

Complete text for the Standard Terms and Conditions is posted on WMATA's website. You can directly view this information on

[https://www.wmata.com/business/procurement/upload/Standard Terms and Conditions Ver 10212021.pdf](https://www.wmata.com/business/procurement/upload/Standard_Terms_and_Conditions_Ver_10212021.pdf)

1. **AGREEMENT**
2. **ARRANGEMENT OF CONTRACTUAL PROVISIONS**
3. **ORDER OF PRECEDENCE**
4. **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**
5. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**
6. **FORCE MAJEURE/EXCUSABLE DELAYS/TIME EXTENSIONS**
7. **THE WMATA'S DELAY**
8. **NOTICE TO WMATA OF LABOR DISPUTES**
9. **NOTIFICATION OF BANKRUPTCY OR INSOLVENCY**
10. **INSPECTION OF SERVICES**
11. **INSPECTION OF SUPPLIES**
12. **ACCEPTANCE OF SUPPLIES**
13. **MATERIAL & WORKMANSHIP**
14. **CORRECTION OF DEFICIENCIES**
15. **FIRST ARTICLE INSPECTION**
16. **F.O.B. DESTINATION**
17. **QUALITY ASSURANCE/QUALITY CONTROL**
18. **CHANGE ORDERS**
19. **PRICING OF ADJUSTMENTS**
20. **ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS**
21. **BILLING AND PAYMENT**
22. **PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA --
MODIFICATIONS**
23. **SUBCONTRACTOR PAYMENTS**
24. **GARNISHMENT OF PAYMENTS**
25. **STOP WORK ORDERS**
26. **TERMINATION FOR DEFAULT**
27. **TERMINATION FOR CONVENIENCE**
28. **ASSIGNMENT**
29. **DISPUTES**
30. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR
CONSTRUCTION**
31. **TITLE AND RISK OF LOSS**
32. **INAPPLICABILITY OF CLAUSES REQUIRING UNAUTHORIZED
OBLIGATIONS**
33. **PATENT INDEMNITY**

34. **SET-OFF**
35. **RIGHTS IN TECHNICAL DATA**
36. **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**
37. **ROYALTY INFORMATION**
38. **NONDISCRIMINATION ASSURANCE- FTA**
39. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION**
40. **WALSH-HEALEY PUBLIC CONTRACTS ACT**
41. **DAVIS-BACON ACT- FTA**
42. **CONVICT LABOR**
43. **COVENANT AGAINST CONTINGENT FEES**
44. **SEAT BELT USE POLICY**
45. **SENSITIVE SECURITY INFORMATION**
46. **LAWS AND REGULATIONS**
47. **HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**
48. **METRIC SYSTEM**
49. **MANDATORY DISCLOSURE**
50. **EMPLOYMENT RESTRICTION WARRANTY**
51. **GRATUITIES**
52. **OFFICIALS NOT TO BENEFIT**
53. **ORGANIZATIONAL CONFLICTS OF INTEREST**
54. **CONTRACTOR PERSONNEL**
55. **FALSE STATEMENTS, CLAIMS OR SUBMISSIONS**
56. **PUBLIC COMMUNICATION**
57. **FEDERAL, STATE, AND LOCAL TAXES**
58. **CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE**
59. **SEVERABILITY**
60. **SURVIVAL**
61. **GOVERNMENT-WIDE DEBARMENT OR SUSPENSION- FTA**
62. **PROGRESS PAYMENTS**
63. **SAFETY REQUIREMENTS**
64. **CRIMINAL BACKGROUND CHECK REQUIREMENT**

MAPT COOPERATIVE RIDER CLAUSE



The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (COG) and the Baltimore Metropolitan Council (BMC) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("Region").

I. Format

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

A. Terms

1. Any public entity participating in this procurement ("Participating Agency"), through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this Region.

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.



II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

- ✓ Town of Bladensburg
- ✓ City of Bowie
- ✓ City of College Park
- ✓ Charles County
- ✓ City of Frederick
- ✓ Frederick County
- ✓ City of Gaithersburg
- ✓ City of Greenbelt
- ✓ City of Hyattsville
- ✓ Montgomery County
- ✓ Prince George's County
- ✓ City of Rockville
- ✓ City of Takoma Park

Virginia

- ✓ City of Alexandria
- ✓ Arlington County
- ✓ City of Fairfax
- ✓ Fairfax County
- ✓ City of Falls Church
- ✓ Loudoun County
- ✓ City of Manassas
- ✓ City of Manassas Park
- ✓ Prince William County

Other Local Governments

- ✓ Town of Herndon
- ✓ Spotsylvania County
- ✓ Stafford County
- ✓ Town of Vienna

Public Authorities/Agencies

- ✓ Alexandria Renew Enterprises
- ✓ District of Columbia Water and Sewer Authority
- ✓ Metropolitan Washington Airports Authority
- ✓ Metropolitan Washington Council of Governments
- ✓ Montgomery County Housing Opportunities Commission
- ✓ Potomac & Rappahannock Transportation Commission
- ✓ Prince William County Service Authority

- ✓ Upper Occoquan Service Authority
- ✓ Washington Metropolitan Area Transit Authority
- ✓ Washington Suburban Sanitary Commission

School Systems

- ✓ Alexandria Public Schools
- ✓ Arlington County Public Schools
- ✓ Charles County Public Schools
- ✓ District of Columbia Public Schools
- ✓ Frederick County Public Schools
- ✓ Loudoun County Public Schools
- ✓ City of Manassas Public Schools
- ✓ Montgomery College
- ✓ Montgomery County Public Schools
- ✓ Prince George's County Public Schools
- ✓ Prince William County Public Schools
- ✓ Spotsylvania County Schools
- ✓ Winchester Public Schools

BALTIMORE METROPOLITAN COUNCIL AGENCIES

- ✓ City of Annapolis
- ✓ Anne Arundel County
- ✓ Anne Arundel County Public Schools
- ✓ Anne Arundel Community College
- ✓ City of Baltimore
- ✓ Baltimore City Public Schools
- ✓ Baltimore County
- ✓ Baltimore County Public Schools
- ✓ Community College of Baltimore County
- ✓ Carroll County
- ✓ Harford County
- ✓ Harford County Public Schools
- ✓ Harford Community College
- ✓ Howard County
- ✓ Howard County Public Schools System
- ✓ Howard Community College
- ✓ Queen Anne's County
- ✓ Queen Anne's County Public Schools

**MWCOG Rider
Clause Approval**

This form must be executed for any Participating Agency, both within and outside of the Mid- Atlantic Purchasing Team (MAPT) region, to use the MAPT Cooperative Rider Clause to ride solicitations and contracts.

NOTE: Effective January 1, 2019, MWCOG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information _____

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

Washington Metropolitan Area Transit Authority

Solicitation ID: WMATA- CLAND211254



Questions

YES **NO**

- | | | |
|---|-------|-------|
| 1. Is the Contract active and currently in force? | _____ | _____ |
| 2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract? | _____ | _____ |
| 3. Is the riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department? | _____ | _____ |

<u>Participating Agency</u>	<u>Mid-Atlantic Purchasing Team</u>
Name_____	Name_____
Title_____	Title_____
Signature_____	Signature_____

Please return to purchasing@mwkog.org



APPENDICES

- APPENDIX A Drug & Alcohol Testing
- APPENDIX B == N/A ==
- APPENDIX C Small Business Local Preference Program (SBLPP)
- APPENDIX D Contractor's Employees ID Badges
- APPENDIX E Contractor Covid-19 Screening Certification

APPENDIX A DRUG & ALCOHOL TESTING

**CONTRACTOR OVERSIGHT CERTIFICATION
(WMATA'S DRUG & ALCOHOL TESTING / POLICY & PROGRAM)**

<https://www.wmata.com/business/procurement/upload/Appendix-A-Drug-and-Alcohol-Testing.pdf>

Appendix A Contractor Oversight Certification

1. DRUG AND ALCOHOL TESTING

The U.S. Department of Transportation and Federal Transit Administration (DOT/FTA) require that employees, Contractors and their agents who perform safety-sensitive functions be enrolled in a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655. Certain positions under this Contract may be safety-sensitive.¹ If so, the Contractor must institute a drug and alcohol testing program, supported by a detailed policy statement, consistent with the DOT/FTA regulations at 49 CFR Part 40 and Part 655.

All offerors must certify that, if their company is awarded the contract, they will comply with the drug and alcohol testing program plan and procedural requirements listed in Appendix A during the period of performance.

Attached is a copy of the Washington Metropolitan Area Transit Authority (WMATA) Drug and Alcohol Testing Policy. This document can serve as a guide for developing the Contractor's testing policy so that it meets the applicable DOT/FTA regulations. The information below outlines the policy and program items required by the FTA.

2. POLICY AND PROGRAM REQUIREMENTS

If WMATA finds that the Contractor's plan does not comply with DOT/FTA requirements, the Contractor will be provided the opportunity to take corrective actions required by WMATA and obtain WMATA's approval prior to implementation. Failure to obtain the requisite approval will result in a finding of Contractor non-compliance.

The Contractor must provide the following:

- A. Copy of the Contractor's drug and alcohol policy that includes the following information:
 - 1) Proof of policy approval and adoption by the Contractor's governing body that includes the effective date of adoption. The Contractor must disseminate the approved policy to all of its safety-sensitive employees, subContractors and other agents.
 - 2) Identity of the person, office, or position designated by the Contractor to answer questions about the anti-drug and alcohol misuse program;
 - 3) Categories of Contractor employees and agents who are subject to testing;

¹ See Combined Glossary of Definitions for a definition of safety sensitive.

- 4) Prohibited behavior, including when the regulations prohibit the use of alcohol and drugs;
- 5) Testing circumstances for drugs and alcohol (i.e., pre-employment, random, post- accident, reasonable suspicion, return-to-duty (only for Contractors with a second- chance policy), and follow-up testing (only for Contractors with a second-chance policy);
- 6) Drug and alcohol testing procedures consistent with 49 C.F.R. Part 40, as amended;
- 7) Requirement that covered Contractor employees and agents submit to drug and alcohol testing administered in accordance with FTA/DOT regulations;
- 8) Description of the behavior and circumstances that constitute a refusal to take a drug and/or alcohol test and a statement that a refusal is equivalent to a verified positive test result;
- 9) Description of the consequences for a Contractor employee or agent who has a verified positive drug test result or a confirmed alcohol test with an alcohol concentration of 0.04 or greater, including the mandatory requirements that the Contractor employee or agent be immediately suspended from his or her safety-sensitive function and be evaluated by a substance abuse professional. If the Contractor has a second chance policy, a description of the evaluation and treatment processes must be included;
- 10) Description of the consequences for Contractor employees and agents found to have an alcohol concentration of 0.02 or greater but less than 0.04;
- 11) Policy regarding retesting of negative dilute urine collections as required by 49 C.F.R.§ 40.197 that states that if the Medical Review Officer (MRO) informs the Contractor that a negative drug test was diluted, the Contractor may, but is not required to, direct the Contractor employee or agent to take another test immediately. All Contractor employees and agents must be treated the same for this purpose. The Contractor may retest for some types of tests (e.g., pre-employment tests) and not others. The policy should state whether or not immediate retesting for negative dilutes is required and, if so, whether the second test will be the test of record;
- 12) Time periods for when the drug and alcohol testing must take place;
- 13) Training/education that will be required concerning the testing program and the effects/symptoms of the misuse of drugs and alcohol on a person's health, safety, and work environment. The training shall also include methods of intervening when an alcohol misuse problem is suspected; and
- 14) If the Contractor maintains an anti-drug and alcohol misuse program that exceeds the DOT/FTA requirements, it shall specify which requirements are mandated by the DOT/FTA regulations and which ones exceed FTA requirements.

- B. Copy of the Contractor's drug and alcohol testing program implementation plan (which may be contained within the policy) for the following items:
- 1) Pre-employment testing;
 - 2) Reasonable suspicion testing;
 - 3) Post-accident testing;
 - 4) Random testing;
 - 5) Return-to-duty testing;
 - 6) Follow-up testing;
 - 7) Certification that breath alcohol testing machines used are approved by the DOT/National Highway Traffic Safety Administration (NHTSA), including quality assurance statements for the machines and records of calibration;
 - 8) Records of current certifications for Breath Alcohol Technicians;
 - 9) Determination of consortium-type partnership involvement;
 - 10) Name, address, and telephone number of organization which executes the program for the Contractor if done by an outside party or consortium;
 - 11) Name of the U.S. Department of Health and Human Services (DHHS)- certified laboratory used by the Contractor;
 - 12) Name, address, and telephone number of Medical Review Officer(s) (MRO) and a description of the functions, duties, and responsibilities of the MRO;
 - 13) Name, address, and telephone number of Substance Abuse Professional(s) (SAP) and a description of the functions, duties, and responsibilities of the SAP; and
 - 14) A list of the consequences for Contractor employees and agents who fail a drug or alcohol test.
- C. If applicable, a copy of the Contractor's current Employee Assistance Program (EAP) policy and/or procedures.

3. POLICY AND PROGRAM REQUIREMENTS

WMATA is responsible for certifying to FTA that Contractors performing safety-sensitive functions are in compliance with DOT/FTA drug and alcohol testing regulations. This requirement also applies to subContractors and agents utilized by the prime Contractor performing safety-sensitive work under the Contract.

WMATA will monitor the Contractor's drug and alcohol program throughout the period of performance to ensure compliance with the DOT/FTA regulations. The Contractor is required to adhere to the requirements in the drug and alcohol testing clause in the contract, and to ensure the clause is included in all of its subcontracts.

APPENDIX B ==N/A==



APPENDIX C – SMALL BUSINESS LOCAL PREFERENCE PROGRAM (SBLPP)



ATTACHMENT A

NOTICE OF REQUIREMENTS

FOR

SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)

November 2016

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

APPENDIX C

SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)

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

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

2. POLICY:

The Washington Metropolitan Area Transit (WMATA) Board of Directors approved and adopted Resolution #2005-45 in May 2003 for the implementation of the Small Business and Local Preference Program (SBLPP) and its amended requirements on April 23, 2011. The Board mandated that the program provide small and local businesses located in the District of Columbia, the State of Maryland, and the Commonwealth of Virginia be given an opportunity to compete for non-federally funded procurement actions up to the simplified acquisition threshold.

3. EVALUATION REQUIREMENTS:

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

4. DEFINITIONS:

- (a) **Appendix C.** The Notice of Requirements for Small Business and Local Preference Program (SBLPP), which when attached to a solicitation, implements the requirements of the Authority's SBLPP policies and procedures in the award and administration of operating funded Authority contracts.
- (b) **Offeror.** A party submitting a bid in response to this solicitation/invitation for bid.
- (c) **Certified SBLPP.** Is a for-profit small business concern, whose eligibility is evidenced by a current SBLPP certification letter issued by WMATA's Disadvantaged Business Enterprise Office. Certification must be obtained by the deadline of bid/proposal submittal.
- (d) **COMPACT Jurisdictions.** Jurisdictions of the District of Columbia, the State of Maryland, and the Commonwealth of Virginia.
- (e) **Contractor.** The individual, partnership, firm, corporation, or other business entity that is contractually obligated to the Authority to furnish, through itself or others, the supplies, services and/or construction services described in this Contract, including all incidentals that are necessary to complete the work in accordance with this Contract.
- (f) **Good Faith Efforts.** Efforts to encourage SBLPP participation or other requirements of the Authority's SBLPP Program which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- (g) **Joint Venture.** An association of an SBLPP firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the SBLPP is responsible for a distinct, clearly defined portion of the work of the contract and shares in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
- (h) **Local Business.** A firm that self-certifies it is located in the District of Columbia, State of Maryland, or Commonwealth of Virginia.
- (i) **Offeror.** A party submitting a proposal in response to this solicitation.
- (j) **Bid/Proposal.** A submission by an offeror to the solicitation that, if accepted by the Authority, would bind the offeror to perform the resultant Contract.
- (k) **Small Business Concern.** With respect to firms seeking to participate as SBLPP's, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration implementing regulations (13 CFR Part 121).
- (l) **Small Local Business.** A firm that is a Local Business and self-certifies that it is a small business, as defined by the U.S. Small Business Administration.
- (m) **WMATA.** Washington Metropolitan Area Transit Authority, also known as the "Authority" or "Metro", the transit system (rail and bus) serving the District of Columbia, including parts of Virginia and Maryland.

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

The bidder/proposer shall submit its SBLPP certification documentation with its bid/proposal. Any bidder/proposer who fails to complete and return this information with its bid/proposal shall be deemed to be not responsive and may be ineligible for contract award.

SUMMARY OF SUBMITTALS

Bidder/Proposal Requirements (Apparent Successful Bidder/Offeror)

All SBLPPs must submit a copy of their current SBLPP certification letter issued by WMATA's DBE Office at the same time of your bid/proposal submittal.

APPENDIX D CONTRACTOR'S EMPLOYEES ID BADGES

In accordance with Policy Instruction 6.10/5, to be eligible for a WMATA issued identification and access badge ("One Badge"), contractor(s) shall have the sole responsibility for, and shall assure, adequate criminal background screening on a routine basis of all personnel (Contractor(s), subcontractors, vendors, etc.) who will be working on WMATA's premises or otherwise have access to WMATA's customers, property, or confidential information pursuant to Metro Policy Instruction 7.2.3/2.

ATTACHMENTS:

- OneBadge Request Form
- Criminal Background Screening Certification (Quarterly)
- Criminal Background Screening FAQs
https://wmata.com/business/procurement/upload/Criminal-Background-Screening-FAQs_20171227.PDF

NOTE:

Contractors are reminded to check the expiration date on the back of their Metro OneBadge.

To renew a contractor's badge, a contracting officer technical representative or the department designee is required to update the contractor(s) record in PeopleSoft. Once the contractor's information is updated, the contractor can then schedule an appointment with the Office of Badging and Identification to renew their OneBadge by e-mail or phone.

Office of Badging and Identification: e-mail at IDOffice@wmata.com Telephone (202) 962-1997.
Hours of operation are weekdays 7:30 a.m. - 4:00 p.m., excluding federal holidays.

ONEBADGE REQUEST FORM**Contractor Information:**

First Name:	<input type="text"/>	Middle Name:	<input type="text"/>
Last Name:	<input type="text"/>	Name Suffix:	<input type="text"/>
Date of Birth:	<input type="text"/>	National ID:	<input type="text"/>
Address Line 1:	<input type="text"/>		
Address Line 2:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
		Zip:	<input type="text"/>
Phone: (Home or Cell)	<input type="text"/>		

Job Information:

Job Effective Date: (Start Date)	<input type="text"/>	Expected Job End Date: (Contract End Date)	<input type="text"/>
Department ID: (5-digit Code)	<input type="text"/>	Location Code:	<input type="text"/>
Reports To Position Number: (COTR)	<input type="text"/>	Reports To Empl ID:	<input type="text"/>

Use this information to enter into PeopleSoft HCM:[Main Menu ▼](#) > [Manager Self Service ▼](#) > [Job and Personal Information ▼](#) > [Add Template-Based Hire](#)or email to: HRSharedServices@wmata.com

HRIM

CRIMINAL BACKGROUND SCREENING CERTIFICATION
(QUARTERLY)

The Contractor hereby certifies that:

- (1) The Contractor has contracted with or otherwise engaged a reputable third-party vendor to conduct criminal background screenings of all Contractor personnel who would have access to WMATA customers, the general public, WMATA property, or WMATA information in connection with the Contractor's contract with WMATA (the "WMATA contract").
- (2) The Contractor screened for criminal conviction histories all Contractor personnel who would have access to WMATA customers, the general public, WMATA property, or WMATA information and worked on the WMATA contract during the following calendar quarter:

_____ to _____
[specify the calendar quarter to which this Certification applies, i.e., Jan. 1, 2017-March 31, 2017]
(the "Calendar Quarter").
- (3) The Contractor conducted the screenings identified in paragraph (2) above according to standards that complied with the requirements of the WMATA contract and took due regard for the nature of the job(s) to which the Contractor personnel are or would be assigned and their exposure to and interaction with WMATA's customers and the general public.
- (4) The Contractor determined that all Contractor personnel working on the WMATA contract during the Calendar Quarter passed the Contractor's criminal background screening and were in good standing and otherwise fit to work on the WMATA contract.
- (5) In making the determination discussed in paragraph (4), the Contractor relied on the results of criminal background screenings conducted no earlier than one (1) year prior to the beginning of the Calendar Quarter.
- (6) The Contractor has not obtained or otherwise been made aware of any information about any Contractor personnel working on the WMATA contract that contradicts or otherwise impacts the Contractor's determination that such persons passed the Contractor's criminal background screening and/or are fit to work on the WMATA contract.

Contractor's Signature

Date

PRINT: Name and Title (Contractor's Signature)

Contractor's Name & Address

Third Party Vendor: Name & Address

CRIMINAL BACKGROUND SCREENING FAQs

1. **Are WMATA contractors now responsible for conducting and providing WMATA, evidence that a criminal background screening was performed?**

Yes. The contractor shall contract with, or otherwise engage, a reputable third-party vendor to conduct the required criminal background screenings and provide evidence of compliance through regular certification to WMATA.

2. **How should I select a reputable third-party vendor to conduct the required criminal background screenings?**

You should choose a criminal background screening company that is capable of meeting the standards established by your policies.

3. **Will WMATA contractors be provided an equitable adjustment for conducting their own criminal background screenings?**

Yes, if appropriate. To seek an equitable adjustment the contractor must submit a claim for the equitable adjustment and the Contracting Officer will review and/or negotiate the claim and, if approved, modify the contract as necessary.

4. **If WMATA no longer conducts criminal background screenings for its contractors, what substantiation is required to be provided when the contractor employee is onboarded?**

WMATA's contracts have been updated to include a certification, made by the vendor at the time of proposal submission that the vendor will comply with the Criminal Background Screening requirements. After contract award, a Criminal Background Screening certification shall be provided by the vendor along with a list of personnel who require a WMATA OneBadge. Thereafter, the quarterly certification represents the vendor's substantiation that all employees of the contractor who will be working on WMATA's premises, or otherwise have access to WMATA customers, property, or confidential information have successfully passed a background screen.

5. **Are WMATA contractors required to provide the completed and signed Criminal Background Screening Certification quarterly?**

Yes. At the end of each calendar quarter, the contractor shall complete the certification form and submit it to the contracting officer's technical representative (COTR).

6. **Must the contractors provide the results of the criminal background screening in order to receive the OneBadge?**

No, however a current certification of compliance must be on file with the COTR.

7. **Does the Criminal Background Screening Certification (Quarterly) need to be submitted for each contractor working on WMATA's premises, or should one form per quarter be submitted for the contracting firm?**

One Criminal Background Screening Certification form should be submitted by the contractor each calendar quarter. At the end of each calendar quarter, the contractor shall submit the completed certification to the contracting officer's technical representative (COTR).

8. **Are WMATA contractors expected to conduct a criminal background screening on its employees and subcontractors every quarter or just certify the criminal background screening was conducted and passed via the Criminal Background Screening Certification (Quarterly) form?**

Contractors are not required to run a new criminal background check each quarter on their employees. Rather, contractors are required to submit a certification form every quarter. This certification may be based on a criminal background check that is not more than one year old.

Regarding subcontractors: The prime contractor must pass this background check and quarterly certification requirement down to each of its subcontractors. Subcontractors shall complete the background checks and the certification forms in the same manner as described above, except that the certification is made to the Contractor, not the COTR.

9. **Is the criminal background screening process retroactive or is this a new process?**

Although WMATA has always conducted criminal background screenings on its employees and contractors, passing the criminal background screening to contractors and the accompanying certification process is new and became effective October 2, 2017.

10. **Does an existing contractor's badge need to be renewed?**

No, not until it expires, however, no new badges or renewals will be issued after October 2, 2017, unless a vendor certification of compliance with criminal background screening requirement is on file with WMATA.

11. **What should I do if I do not know how to construct criminal background check screening policies and procedures?**

Contractors may use WMATA's Criminal Background Checks, Policy/Instruction 7.2.3/1 as a guide.

12. **If a subcontractor works on multiple contracts, for more than one Prime, which Prime is responsible for certifying the subcontractor?**

All prime contractors are responsible for certifying all subcontractors on each project.

13. **Where staff currently working on WMATA property had previously had a criminal background check performed by WMATA, but their badge needs to be renewed, does the contractor employee need a new background check to be performed by the contractor?**

Yes. See question 10.

14. **Does the prime have to sign off for subcontractors or does each subcontractor validate their own staff with no involvement from the prime?**

It is the responsibility of the Prime to ensure their subcontractors are in compliance with the criminal background policy. See questions 8 and 10.

15. **What if I lose my OneBadge?**

WMATA's lost badge policy and process has not changed as of this writing, but is subject to change at WMATA's discretion. Currently, you can replace your lost badge at the ID Office for \$5 after the first loss and \$25 for any subsequent loss.

16. Who do I contact if my badge does not work?

If you have a problem with your badge, please notify a OneBadge team member as soon as you can at the ID Office.

17. The “WMATA’s Criminal Background Checks Policy accompanies this notification” attachment does not apply to “7.02 Contractors and/or consultants performing work on behalf of Metro.” What does apply? Is WMATA requiring that contractor personnel adopt the same policy? How does this align to laws in the District of Columbia, State of Maryland or Commonwealth of VA? EEO and non-discrimination, etc.?

Nothing in the referenced P/I is applicable to contractors. Contractors are not required to adopt the same policy. The policy is provided for informational purposes only. WMATA’s policy is in compliance with all of the laws governing criminal background checks that apply to WMATA. Vendors should have received administrative modifications to their contracts to address the vendors’ responsibility to conduct background checks on certain employees. To the extent that WMATA adopts a policy in the future that directly imposes this background check obligation on vendors, a copy will be made available upon request.

18. Who notifies the ID office that the contractor personnel passed a background check? What about renewing badges? New personnel? After PO awarded?

In all instances it is the COTR responsibility to provide internal coordination regarding whether proper certification is on file with WMATA. Please see questions 4, 7, and 8.

19. What are the specific WMATA requirements for consideration of “nature of the services...”, “nature or gravity of the offense or conduct”, and “time that has lapsed since the offense...” This is very general and unclear. Please provide details for requirements.

WMATA will not provide specific details as each contractor must write their own policy. WMATA does not recommend or endorse any guidance regarding criminal background check policies. That said, the EEOC has published guidance for drafting criminal background check policies.

See: https://www.eeoc.gov/laws/guidance/arrest_conviction.cfm

See also question 17.

20. “At the time the contract is awarded, the contractor shall provide the contracting officer with a copy of the contractor’s criminal background check screening policies and procedures to demonstrate that they account for these considerations.” What specifically is required in the policy and procedure within the scope of the contract with WMATA?” Are you looking for a contractor policy? What if the contractor policy refers to the client policy requirements? What specifically is required in the policy and procedure within the scope of the contract with WMATA?

CLARIFICATION – WMATA is removing this requirement to submit a copy of the contractor’s document from the contract.

WMATA has provided its policy as an example. The contractor may not simply refer to the client policy, but may choose to incorporate provisions of the WMATA policy into the contractor’s policy. Please see questions 17 and 19.

21. “Reputable third-party vendor to conduct the required criminal background screenings, and provide the vendor with a copy of its criminal background check screening policies and procedures”. Define “reputable”. Does WMATA have an approved or non-approved list?

What policy is WMATA requiring the contractor to provide to the 3rd party vendor – the WMATA screening policy?

WMATA expects the contractor to provide the 3rd party vendor with a copy of the contractor's adopted background check policy. **Please see question 25(a).**

- 22. “That person passes the contractor’s criminal background screening.” Provide definition for “pass”.**

What constitutes a “pass” will be determined by the contractor’s background check policy.

- 23. “At the end of each calendar quarter, the contractor shall certify to the contracting officer’s technical representative (COTR) or designee the contractor’s compliance with the criminal background screening requirement and confirm that all persons required to be screened passed the contractor’s criminal background screening before working on the WMATA contract.” What if personnel are already working and have an approved WMATA ID that is set to expire in the future? Who is the Contracting officer and designee? How is this information maintained? Who notifies the ID office?**

Contractors with a current badge need not complete a criminal background check. Contractors with badges that are set to expire in the future will need to complete a background check before a new OneBadge can be issued.

The COTR will receive the certification from the contractor, retain a copy for the file and forward a copy to the Contracting Officer for upload to the official procurement record. COTR will notify the ID office through the (Managed Services process) after proper certification is received.

- 24. “The contractor shall indemnify WMATA and hold WMATA harmless from any and all claims, demands, damages, costs and expenses, including attorneys’ fees and other costs and expenses associated with any claims, demands, etc., and other liabilities and relief arising out of or resulting from the contractor’s criminal background screening obligation and process.” What are the requirements for each different labor category? Provide specific examples and clarifications of requirements of screening obligation and process (see other questions above.)**

WMATA does not require its contractors to use specific screening criteria, but expects contractors to develop their own criteria. As a reference, WMATA has provided a copy of its own policy and screening criteria for its employees. In addition, a link to the EEOC’ guidance regarding criminal background checks can be found at this link: https://www.eeoc.gov/laws/guidance/arrest_conviction.cfm

25. Quarterly Screening Certification

- a. Define “reputable third-party vendor” and provide approved or non-approved list.**
WMATA will not provide a list of approved or non-approved vendors, contractors must determine their own standards for reputable and certify to WMATA that that standard is met.
- b. What if the contractor personnel have a current WMATA badge based on WMATA’s First Choice background check? Are they to appear on the Quarterly report until expired or after expiration?**

Please see questions 4, 7, 8, and 18.

- c. It will screen for criminal convictions, taking into consideration (1) the nature of the services or work being performed under the contract with particular regard for the**

individual's access to, and interaction with, WMATA's customers, property, and confidential information; (2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence, all contractor personnel who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information and who work on this Contract during each calendar year within this Contract's period of performance. The Offeror will provide certification that it conducted these screenings to the contracting officer's technical representative (COTR) on a quarterly basis, on a form provided.

What about those that expire?

Please see questions 4, 7, 8, and 18

Is this retroactive or beginning October 2017? The memorandum is dated September 15, 2017; however, not mailed until September 28, 2017 and there are many open questions.

Please see questions 4, 7, 8, and 18.

- d. **"It will screen for criminal convictions, taking into consideration (1) the nature of the services or work being performed under the contract with particular regard for the individual's access to, and interaction with, WMATA's customers, property, and confidential information; (2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence, all contractor personnel who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information and who work on this Contract during each calendar year within this Contract's period of performance. The Offeror will provide certification that it conducted these screenings to the contracting officer's technical representative (COTR) on a quarterly basis, on a form provided." What are the specific requirements for each labor category/nature of services or work being performed? How does each vendor interpret this uniformly?**

Please see the forms of certification as a clarification to what information is being certified to by the vendor. Please see questions 17, 19, and 20 with regard to vendor implementation.

What are WMATA requirements?

WMATA's requirements are defined in its policy. Under the new requirement, contractors must establish their own background check policy and standards.

- e. **"...good standing and otherwise fit to work..." Please define and provide clarification.**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program.

- f. **What are the specific requirements for reliance on results; i.e., there are 0 convictions or charges?**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program.

- g. **“The Offeror has not obtained or otherwise been made aware of any information about any contractor personnel working on this Contract that contradicts or otherwise impacts the contractor’s determination that such persons passed the contractor’s criminal background screening and/or are fit to work on this contract.” What is the intent of this sentence and what does it mean?**

If the contractor is relying on a background check completed within the last year, the contractor is affirming that it has not been made aware of any charges or offenses that would contradict the last background check. Example: background check was clear when last checked but employee of contractor notifies contractor of a recent arrest with pending charges or a conviction that had not occurred at the time of the last background check. In the example, the contractor would be aware of information that impacts the contractor’s determination that this employee would still pass the screening and/or is fit to work on the WMATA contract.

26. **Some of our resources received a notice that their badge expires in 30 days and were provided the PDF attachments labeled “Contractor ID Form” and “Consumer_Authorization”. Do they complete these forms also? Do they return to the ID office or Contracting Officer? Who is the point of contact?**

The “Contractor ID Form” and “Consumer Authorization Form” are now obsolete. The Criminal Background Screening Certification should be forwarded by the contractor to the contracting officer’s technical representative. Additionally, a OneBadge Request Form must be completed by a WMATA employee for each contractor employee doing work on WMATA premises. If you require your badge to be renewed before it expires, you must contact your WMATA Manager and your employer. When your badge expires, ALL access to ALL Metro properties and your access to the WMATA network (your computer access) will EXPIRE.

27. **What type of background check should we run? Any specific requirements? It says Criminal History (Should it include anything else except County Criminal and Statewide Criminal? What States/Counties)?**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program.

28. **When the check is done, who specifically should we notify? Should we attach the background check results? Should we send a screening certificate on this occasion or wait till the end of the quarter?**

One (1) Criminal Background Screening Certification form should be submitted by the contracting firm for each contract under which they perform WMATA work, each calendar quarter. At the end of each calendar quarter, the contractor shall complete a certification and submit it to the contracting officer’s technical representative (COTR) indicating the contractor’s compliance with the criminal background screening requirement and confirm that all persons required to be screened passed the contractor’s criminal background screening before working on the WMATA contract. A copy of the background check is not required unless it is a MetroAccess contractor.

29. **WMATA ran checks for the current incumbents already (less than one year ago), should we wait until their possible PO renewal or badge expiration to run checks on our side, or WMATA expects us to run checks to all EastBanc Tech personal right now regardless?**

Please see questions 4, 7, 8, and 18.

30. **What search criteria should contractors use for background checks?**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program.

31. **What is the rationale for quarterly attestation from our contractors versus annually or when a contract is awarded or renewed? Many contractors only run background checks when they hire staff, it is not normal and customary to run annual background checks on all employees.**

Certifications are required quarterly to ensure that any new information, known by the contractor, but discovered after the background check date, is incorporated in the contractor's certification. Please see question 25(g) for an example.

32. **A key question is does the Federal government require quarterly background check submissions and total annual background checks for all of its contracts to include all employees of the contractor to also include subcontractors?**

WMATA will not speak to the requirements of the Federal government.

33. **Why can't we just require a copy of their background check policy and impose indemnification by them to us if they don't follow the policy within our requirements?**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program. Yes, it is anticipated that the general indemnification provided in the base contract would provide WMATA protection from any contractor failure to meet this requirement.

34. **In the 9/29/17 cover memo, last paragraph, it states that either the contract manager or the COTR will have the responsibility to collect/monitor these attestation forms. We need more clarity on whose actual responsibility this is. It can't be left open and being that this is an administrative restriction being imposed by PRMT it would be unfair to place this administrative burden on COTR's.**

A detailed WMATA Policy Instruction is being drafted. At this time, it is anticipated that the COTR will receive the certification from the contractor, retain a copy for the file and forward a copy to the Contracting Officer for upload to the official procurement record. COTR will notify the ID office through the (Managed Services process) after proper certification is received.

35. **We already have badge applications backing up due to the attestation requirement. Policy was approved 07/10/17, memo was sent 09/29/17, are we expected to implement policy on day one with no grace period notice to contractors to prepare for this imposed change?**

Most contractors with active contracts were notified of this policy change during August and September of this year. This new process is required and effective immediately.

36. **Why couldn't the attestation be included in the RFP?**

Modified contract language is being drafted to address this issue. At this time it is anticipated that all future solicitations will include this requirement.

37. **We need to perform criminal background check for last 10 years on the selected consultant. This is a statement not a question. To the extent that this is a question, "does a contractor need to review 10 years of data in the context of its criminal background screening"?**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program.

- 38. We understand that in the last 10 years, if the consultant receives 2 or more points, then the consultant is not eligible for the work at WMATA.**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program.

- 39. 1 point for every misdemeanor and 2 points for every felony?**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program.

- 40. If the consultant secures less than 2 points, he/she will be considered to be eligible to work at WMATA for the contract position.**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program.

- 41. What type of background check should we run? Any specific requirements? Should it include anything else except County Criminal and Statewide Criminal? What States/Counties?**

Please see questions 17, 19, and 20 with regard to vendor implementation/responsibility for establishing their own program.

- 42. When is an ID required for delivery people (UPS, Fedex, Staples, Deer Park) and is an escort required?**

Staff is drafting a P/I to address this question.

APPENDIX E WMATA CONTRACTOR COVID-19 SCREENING CERTIFICATION

As we continue to monitor the COVID-19 pandemic and evaluate the steps we can take to safeguard the health and safety of our employees, customers, and contractors, the CDC has determined that COVID-19 vaccines are effective in preventing and spreading COVID-19.

Accordingly, WMATA now mandates vaccination and testing requirements for all WMATA employees. Vaccine and testing requirements will also apply to WMATA contractors who provide in-person support or services at a WMATA facility.

Effective September 7, 2021, WMATA contractors must provide a one-time certification to their assigned Contracting Officer confirming that they have implemented this guidance and that their employees who will be present at any WMATA facility are vaccinated or will provide a negative COVID-19 test result on a weekly basis.

In addition, contractors remain obligated to:

- a) Provide the Contracting Officer as well as the COTR a copy of their processes for tracking COVID-19 cases and return to duty.
- b) Inform WMATA of any pending or positive test and cooperate with WMATA's Office of Occupational Health & Wellness (OHAW), for purposes of contact investigation, as requested (www.wmata.com/employeehealth).

Contractors may not report to a WMATA work location or enter WMATA property if they:

- Exhibit COVID-19 symptoms, as defined by US Center for Disease Control and Prevention (CDC).
- Have tested positive for COVID-19.
- Are unvaccinated and have had close contact with someone who has tested positive for COVID-19.

Contractors must ensure that any personnel exhibiting symptoms of COVID-19, has tested positive for COVID-19, or is unvaccinated and has had close contact with someone who is confirmed positive, does not report to any WMATA work location. Notification of such cases must be sent to WMATA, tracked for their return to duty, and maintain at least a 10-day quarantine from the date of exposure.

COVID-19 testing information

DC <https://coronavirus.dc.gov/testing>

MD <https://coronavirus.maryland.gov/pages/symptoms-testing>

VA <https://www.vdh.virginia.gov/coronavirus/protect-yourself/covid-19-testing/covid-19-testing-sites/>

WMATA CONTRACTOR COVID-19 SCREENING CERTIFICATION

As WMATA continues to monitor the COVID-19 pandemic and evaluate the steps we can take to safeguard the health and safety of our employees, customers, and contractors, the CDC has determined that COVID-19 vaccines are effective in preventing and spreading COVID-19. Accordingly, WMATA now mandates vaccination and testing requirements for all WMATA contractors.

Effective September 7, 2021, you must provide certification to your assigned Contracting Officer as well as the COTR confirming that your employees who will be present at any WMATA facility are vaccinated or will provide to you, a negative COVID-19 test result on a weekly basis. In addition, you are also obligated to:

- a) Provide the Contracting Officer as well as the COTR a copy of your process for tracking COVID-19 cases and return to duty; and
- b) Inform the Contracting Officer as well as the COTR of any positive test results for those employees who have access to WMATA's customers or properties.

WMATA contractors shall flow this requirement down to all of its subcontractors who will have access to WMATA's customers or properties, within the requisite contract's period of performance.

Name	Signature
Title	Company
Date	
Contract ID No./Title:	

COMBINED GLOSSARY OF DEFINITIONS

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

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

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

Amendment: Written instructions issued prior to the date set for solicitation opening to clarify, revise, add or delete requirements of the Solicitation.

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

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

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

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

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

Breach: An unexcused and unjustifiable failure or refusal of a party to satisfy one (1) or terms of the Contract which, if material, shall constitute a basis for potential default.

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

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

Clarifications: Exchanges between WMATA and one (1) or more offerors of a limited nature, whereby offerors may be given the opportunity to clarify certain aspects of their bids or to resolve minor irregularities, informalities or clerical errors.

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

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

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

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

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

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

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

Covid-19: An acute disease in humans caused by a coronavirus, which is characterized mainly by fever and cough and is capable of progressing to severe symptoms and in some cases death, especially in older people and those with underlying health conditions. Originally identified in 2019 and became pandemic in 2020.

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

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

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

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

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

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

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

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

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

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

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

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

Government: The Government of the United States of America.

GSA Schedule: General Services Administration Schedule, is an unfunded, five-year contract listing the prices the federal government has agreed to pay for vendor's commercial products and services.

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

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

MATOC: Multiple Award Task Order Contract. Is a type of indefinite-quantity contract which is awarded to several contractors from a single solicitation. Delivery of supplies, or performance of services, is then made via an individual delivery/task order placed with one of the contractors pursuant to procedures established in the contract.

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

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

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

Offeror: A party submitting a response to this solicitation.

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

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

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

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

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

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

Safety Sensitive: FTA regulations at 49 C.F.R. § 655.4 define "safety sensitive functions" as any of the following duties when performed by WMATA as a grant recipient, or any of its contractors: (a) Operating a revenue service vehicle, including when it is not in revenue service; (b) Operating a nonrevenue service vehicle, when required to be operated by the holder of a commercial driver's license (CDL); (c) Controlling dispatch or movement of a revenue service vehicle; (d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; and (e) Carrying a firearm for security purposes. WMATA's definition of safety sensitive functions extends beyond FTA's requirements and includes (f) Employees and contractors who maintain escalators and elevators (including repairs, overhauls and rebuilding) and (g) Station managers.

SAM: System for Award Management, is a government run site that serves as a central registration point for government contractors (<https://sam.gov>).

Seed Project: Serves as the basis of the price competition for the evaluation of the offers on the master contracts.

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

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

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

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

Solicitation: Invitation for Bids (IFB) or Request for Proposal (RFP)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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