



Washington Metropolitan Area Transit Authority

Request for Proposals

Solicitation No.: 0000008051

Contract ID: CHR1211127

**WMATA Strategic Workforce Planning,
Competency, and Career Pathing Architecture**

Start Date: February 05, 2021

End Date: March 03, 2021 @ 2:00 PM

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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. 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.
- 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.

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:

Lanisha New
Contract Administrator
Office of Procurement & Materials
600 Fifth Street NW
Washington, DC
Email: LLNew@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 pre-response (bid/proposal) conference will be held to respond to questions by prospective offerors. This conference will be held at **2:30 p.m. on Wednesday, February 17, 2021** via Microsoft Teams conference. Microsoft Teams conference details will be emailed to those interested, once the following information is received:

- Company's Name
- Attendees name, title and email address

Please email above-mentioned information to LLNew@wmata.com, **no later than 2:30 pm on Tuesday, February 16, 2021.** Questions during the meeting are permissible.

All questions regarding this RFP should be submitted in writing no later than 2:30pm on Thursday, February 18, 2021.

9. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF RESPONSES

- 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.
- 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.
- In the event of an amendment, all other terms and conditions of the solicitation shall remain unchanged.

10. RESPONSIVE BID/PROPOSALS

- 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.
- 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.
- 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.

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 a Contract 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.
- h. The Authority 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. Technical Proposals will be evaluated based upon application of the following Evaluation Criteria (listed in order of importance):

Methodology and Technical Approach (30 points)

The Offeror will be evaluated on the Offeror's technical approach and methodology to providing process improvements this factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services. (10 points)

Offeror has demonstrated a thorough understanding of the technical components of the requirements and an awareness of the scope and complexity of services to be provided which are complete and well defined. (10 points)

Offeror has demonstrated the specific plans, methodologies and approaches to be used to accomplish the technical components of WMATA requirements. Offeror's demonstrated methodologies and approaches comprehensively cover all technical requirements described in the statement of work and recognize and address potential issues associated with providing the services requested. (10 points)

Timeline (10 points)

The contractor's proposed timeline shall demonstrate an approach that effectively accomplishes the objectives within the stated timeline, with clear evidence of the Offerors ability to schedule, coordinate and document the delivery of services and deliverables. The Offeror's proposed timeline shall specify the completion of the deliverables within the period of performance as requested in the statement of work.

Staffing (15 points)

Offerors shall identify a range of key personnel that demonstrates the firm's ability to provide the strength and depth of available personnel with the knowledge, qualifications, skills and abilities to meet the requirements of the task order SOW. The personnel proposed will be assessed based on the extent of their relevant professional achievements, relevant experience (with a preference for transit, organizational change and productivity experience), their professional qualifications, and relevant skills.

Quality (15 points)

The Offeror will be evaluated on the quality of their proposal which includes:

- Ensuring that all requirements of this SOW are addressed consistently throughout the submitted proposal. (5 points)
- Content and approach reflect an understanding of WMATA and IBOP goals and objectives. (5 points)
- Offeror's proposal has been quality checked (spelling, grammar, etc.) prior to submission. (5 points)

Past Performance (10 points)

The Offeror will be evaluated on the Offeror's past performance and previous experience in performing services similar in size and scope as those described in Statement of work. The Offeror shall be evaluated on the following sub-factors:

- Offeror has demonstrated knowledge, experience and ability to perform services similar in size and scope as the required services described in the statement of work. Offeror has demonstrated lessons learned and barriers overcome in previous

experiences delivering services similar in size and scope as the required services described in the statement of work. Offeror has demonstrated how this experience shall enable the Offeror to better perform the required services for the District.

- Offeror has provided a list of contracts and subcontracts that the Offeror has performed similar in size and scope within the past three (3) years. Offerors proposal must demonstrate that the work performed for other agencies are similar and if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in the statement of work. Offeror has provided, with proposal, the following information for each contract or subcontract: i. Name of contracting activity; ii. Contract number; iii. Contract type; iv. Contract duration (or Period); v. Total contract value; vi. Description of work performed; vii. Contact Person name, phone, and e-mail address.
- b. WMATA will award a contract to the responsible offeror 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. In conducting this assessment:
- c. 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.
- d. Offerors should be aware 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.

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: Exceeds specified performance or capability in a beneficial way to WMATA and has no weakness.

Acceptable: Meets evaluation standards required under the technical provisions. Weaknesses are correctable.

Marginal: Fails to meet evaluation standard; however, any significant deficiencies are correctable. Lacks essential information to support a response.

Unacceptable: Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Response 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;
 - 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.

17. TECHNICAL RESPONSE EVALUATION FOR BEST VALUE RFPs:

- a. 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.

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. Award(s) of this Contract will be made to the responsible offeror whose proposal conforms to the solicitation and is the most advantageous to the Authority bases upon application of the Evaluation Criteria. Such determination shall be based upon the initial proposals received where the Contracting Officer determines not to conduct discussions or shall be based upon the BAFOs, if the Contracting Officer directs their submission.
- b. WMATA reserves the right to reject all responses and cancel this solicitation at any time prior to award.

- c. 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.
- d. 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

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:

- a. "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.
- b. This information does not limit WMATA's right to use information contained in this data if WMATA obtains it from another independent, legitimate source.
- c. 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

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.

- a. "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.
- b. 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.
- c. 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.
- d. 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.



TECHNICAL SPECIFICATIONS -- SCOPE OF WORK

Scope of Work

WMATA Strategic Workforce Planning, Competency, and Career Pathing Architecture

Introduction

Washington Metropolitan Area Transit Authority (WMATA), referred to as Metro or the Authority, is the transit provider for the National Capital Region, providing safe, clean, and reliable service to both residents and visitors. Our customers include more than a third of the federal government workforce and millions of tourists who visit the Nation's Capital every year. Metro operates the third largest heavy rail transit system, sixth largest bus network, and fifth largest paratransit service in the United States.

The Authority was created in 1967 by an Interstate Compact to plan, develop, build, finance and operate a balanced regional transportation system in the National Capital area. Construction of the Metrorail system began in 1969. Four area bus systems were acquired in 1973. The first phase of Metrorail began operation in 1976. The newest leg of the rail network opened on July 26, 2014. Today, there are 91 Metro stations, six rail lines, 1,144 railcars in service within a 118-mile network, with 174 million trips in 2018. WMATA has 10,687 bus stops through the DMV with 1,648 buses with 121 million trips in 2018. The transit zones consist of the District of Columbia; Maryland counties; Montgomery and Prince George's; and the Northern Virginia counties of Arlington, Fairfax and Loudoun, and the cities of Alexandria, Fairfax, and Falls Church.

On average, WMATA maintains a workforce of approximately 12,000 employees. Approximately 85 percent of the workforce is unionized (Represented) with the remaining 15 percent Non-Represented (NRP).

Background

A rapid pace of change in the public transportation business environment has been the impetus for WMATA embarking on large-scale strategic transformations that impact the business and performance. Contributing to this have been external factors such as aggressive new market entrants, increasingly demanding customers, and changing regulatory practices; and, internal factors such as process inefficiencies. This has translated into engaging in a full-fledged strategically oriented, cross-functional, multiyear business transformation from the organizational structures that determine how WMATA serves its customers, to the operations and processes that put new strategies into practice, to the information technologies that support those processes as a strategic necessity.

WMATA's operational workforce, organized under the Office of the Chief Operating Officer (COO), includes Rail Services, Bus Services, Metro Transit Police, and MetroAccess, among others, comprises approximately 80 percent of the organization. The remaining 10 percent is comprised of Safety, Internal Business Operations (IBOP: Human Capital, Information Technology, Procurement, and Occupational Health & Wellness, and Planning, Performance, and Improvement), Chief Financial Officer (CFO), General Counsel, External Relations, Internal Compliance, Strategy, Planning & Program Management, and Capital Delivery

As WMATA looks to the future, it has shifted focus to enabling the organization to become an Employer of Choice and the Preferred Transportation Provider in the Washington DC Metropolitan Area, hereinafter referred to as the DMV. To do so, WMATA must be positioned to recruit and retain a professional, collaborative, and rapidly responsive workforce (urgency and accountability). The formulation and execution of this strategy is set against the backdrop of the General Manager's and Chief Operating Officer's commitment to capping the growth in WMATA's subsidies at 3% per annum. Known as the "3% challenge," this exerts pressure on WMATA's leadership to provide the tools, training, and opportunities to attract and retain a high performing, agile workforce of the future while requiring them to perform more efficiently and effectively in support of Metro's Mission.

Strategic Workforce Planning is a foundational element of achieving Metro's vision of Employer of Choice and Preferred Transportation Provider. As such, any workforce planning activities should address the following questions that will enable WMATA to scope/identify, source, select, manage, and retain the workforce of the future:

1. If WMATA is to do business differently, what impact does that have on the number and type of workforce the new organization will require?
2. How should WMATA transition the workforce it has to the workforce it needs?
3. Are we retaining our mid and top performers and what could we do to improve?
4. What can we do to improve the retention of our best performing employees?
5. Where are we sourcing and recruiting from? Do our recruitment efforts attract the best and the brightest?
6. What are the factors that have direct impact on performance of WMATA employees?
7. Are we getting the results we need?
8. What should we do to improve performance outcomes?
9. What are the financial consequences of talent decisions?
10. How do we manage the evolution of the workforce over time?

The strategies, plans, and processes that grow from this effort will enable WMATA to employ a data-driven approach to workforce decision making that enables it to:

- Anticipate and proactively plan for changes in the talent landscape and talent requirements
- Proactively identify operations and mission critical positions
- Perform succession planning and knowledge transfer application
- Allocate talent investments and track return on investment to include the identification and tracking of employee development goals and requirements;
- Employ a competency architecture and a competency-driven organization that enables the acquisition of the right skills at the right time;
- Align Human Resources with Metro's business strategy through effective policies, processes and programs, while increasing enterprise efficiency and workforce productivity;
- Utilize a human capital management information and data centralization system to effectively track and execute human resources operations;
- Enhance business and financial planning across the organization
- Establish and use key performance indicators/metrics that enable leadership to act on workforce issues and initiatives; and,
- Improve business decisions as it relates to business and operational needs with associated costs and financial investments based on workforce trends.

Scope of Work

Metro seeks professional consulting services undertake a review of its current workforce capacity, develop a Workforce Planning and Forecasting model/tool, and develop a Strategic Workforce and Human Capital Plan for Metro, that enables the organization to make well-informed, efficient, and cost-effective decisions about future workforce requirements, and associated organizational, structural, and talent management strategies that enable its vision and mission. In addition, Metro seeks consulting services to create a competency model with associated behaviors, and career paths for its talent across the Authority.

At the onset, the strategic workforce planning must include two critical needs:

- (1) aligning Metro's human capital program with its current and emerging mission and programmatic goals; and,
- (2) developing long-term strategies for acquiring, developing, and retaining a capable and agile workforce to achieve programmatic goals.

As Such Metro has identified five key principles that this effort should address irrespective of the context in which the planning is done:

- (1) Involvement of management, employees, and other stakeholders in developing, communicating, and implementing the strategic workforce plan.
- (2) Determine the critical skills and competencies that will be needed to achieve current and future programmatic results.
- (3) Develop strategies that are tailored to address gaps in number, deployment, and alignment of human capital approaches for enabling and sustaining the contributions of all critical skills and competencies.
- (4) Build the capability needed to address administrative, educational, and other requirements important to support workforce planning strategies.
- (5) Monitor and evaluate Metro's progress toward its human capital goals and the contribution that human capital results have made toward achieving programmatic results.

WMATA expects the Contractor to act as a strategic thought partner to the WMATA and its business areas, to enable Metro to provide responsive customer service while espousing Metro's core values of safety, reliability, and fiscal responsibility with a strong focus on excellence in customer service. The result of this initiative should position Business Areas with the ability to drive strategic business objectives and performance.

The tasks in this effort as noted in the section below, will be allocated in phases as part of a multi-year approach:

- Task 1: Strategic Workforce Planning
- Task 2: Development of a Competency Framework/Architecture for the WMATA Workforce
- Task 3: Career Pathing Architecture

The Deliverables noted under each Task are minimum deliverables required by WMATA. These deliverables are not exhaustive and it is expected that the Consultant will recommend and provide any additional deliverables that enable WMATA to successfully deploy and sustain efforts.

Requirements

The following two overarching requirements (Project Management and Organizational Change Management) will be required for all Task Orders issued against the Scope of Work.

Project Management

The Contractor shall provide professional project management for the team(s) assigned to execute the tasks herein. This shall include a dedicated Program Manager who is expected to interface with Metro IBOP Workforce Portfolio Leadership, the Workforce Planning Project Manager, and other Human Capital Management leadership.

As a part of providing project management, the Contractor shall utilize best-practices outlined by the Project Management Body of Knowledge (PMBok) to plan, manager, and execute the project, including:

- Provide a weekly status report that contains an update of project progress, risks, issues, and needs (dependencies)
- Provide a bi-monthly program review that provides a strategic view of project progress, discusses risks and issues, and proposes course corrections where needed
- Provide briefings (as required) to executive management and other stakeholders as directed.
- Maintain a project risk register

The contractor will have the ability to work remotely during the COVID-19 Global Pandemic conditions that may extend through 2021-2022. Contractors may work remotely. If in-person meetings are required, these will be negotiated with the contractor and the contracting officer/COTR as appropriate. The Contractor shall conduct a project kickoff meeting with key Metro stakeholders (to be provided) no later than 5 business days after contract award. Given the current remote working protocols in place due to the COVID-19 global pandemic, it is anticipated that this meeting shall take place remotely online. This meeting shall cover the following topics (at a minimum):

- Team Introductions – including the identification of Contractor's Program Manager, Project Leader, and Team Leads (as appropriate)
- Overview of Contract (Period of Performance, Budget / Cost, Invoicing)
- Overview of Scope and Schedule including discussion of deliverables and methodology and key milestones, and
- An identification / discussion of dependencies, risks and issues

Within 10 business days of contract award, the Contractor shall provide a detailed Project Plan to ensure the execution methodology is consistent with WMATA's expectations. The Project Plan may be reviewed monthly and may be updated to reflect approved changes in direction based on current execution. Approved Scope shall be in accordance with the scope amounts specified in this contract. All requests to increase

requirements, scope and or dollar amounts shall require the approval of the Contracting Officer assigned to this contract.

Proposed changes that impact scope (add/remove) cost (increase/decrease), or the period of performance of the Contract must be approved by the WMATA IBOP Portfolio Manager, Contracting Officer Technical Representative (COTR), and Contracting Officer (CO). The Project Plan shall include, at a minimum, the following:

- A work breakdown structure for the project
- Personnel/Project team & organizational structure
- Detailed Identification of tasks, the approach to those tasks, assumptions and dependencies, and deliverables with an agreed upon schedule of delivery. Identification of tasks and deliverables shall be in accordance with the scope of this contracts and within the amounts specified in this contract.
- Specific approach to each task
- Assumptions and dependencies associated with each task. For each dependency, the Contractor shall identify who owns the dependency.
- Known risks and issues (at project start) and proposes adjudication (contingencies, communication, etc.) where appropriate
- Proposed schedule for all required deliverables and format, where applicable
- Performance indicators that apply to the scope requested by WMATA
- Financial management & institutional resources

The Contractor shall be required to submit regular status updates on all tasks/efforts associated with the performance of this contract on a weekly basis, and executive program reviews on a bi-monthly basis.

- The Contractor's updates shall measure progress against established milestones expenditures, and budget, and shall be approved by the COTR prior to receiving payment for deliverables.
- The contractor shall be required to identify and report on risks and assumptions with associated mitigation strategies, and associated KPIs.
- The Contractor's weekly report shall be submitted on a day/time agreed to by the Contractor and WMATA IBOP Portfolio Manager and the Workforce Planning Project Manager.
- The Contractor shall be required to meet with WMATA project leads and other stakeholders on a weekly basis to: review project progress, plan for the future week(s) activities.

Deliverables:

Type	Deliverable	Format
Formal	Kickoff Meeting	Multiple
Informal	Weekly Status Report	MS PowerPoint
Formal	Bi-Monthly Progress Report	MS PowerPoint
Informal	Periodic briefings and presentations	MS PowerPoint
Formal	Risk Register	MS Excel (initial) SharePoint
Formal	Project Plan (including schedule)	MS Word MS PowerPoint MS Project

Organizational Change Management

The strategies and tactics undertaken as a part of any efforts represent a fundamental change in how Metro serves our employees the public, and our internal and external stakeholders. And more importantly represents a change in how Metro approaches sourcing and managing its workforce. Simultaneous to this effort is the ongoing re-alignment and transformation efforts within Metro that significantly impact everyday employee experiences.

As such, it is expected that the Contractor will execute the tasks in this Statement of Work by closely integrating with ongoing organizational alignment activities that are impacted by or that impact workforce planning efforts. To ensure alignment the Contractor shall tailor, develop and execute an Organizational Change Management (OCM) Plan that encompasses the following:

- Contain strategies and approaches for applying and executing the Change Management Lifecycle.
- Identify stakeholders, including key influencers and decision makers, and develop a plan of engagement for each segment.
- Contain the methodology for engaging individuals and/or division/program areas (across tasks) that solicits and results in realization of current and future challenges.
- Develop a communications strategy and content (per task, per stakeholder segment) that enables the workforce to be informed of impending activities and changes in a timely manner. This includes, but is not limited to identifying a communications plan that provides the methodology, standards, an tactics through which messaging is created and disseminated, standards and templates

for creating briefing and presentation materials for differentiated audiences (e.g. General Manager, Executive Management Team, Senior Management Team, etc.), and creation of communication artifacts and content appropriate for segmented stakeholders,/audience/channels.

- Provides a method to evaluate and measure the impact of proposed and piloted changes as they are implemented.
- Establishes standards of communication across all phases of the project for internal project teams and stakeholders.
- Employ tools and methodology that are congruent with the PROSCI methodology.

WMATA expects that change management activities related to a specific task will be identified as a part of that task's schedule OR listed as a dependency within that schedule if grouped separately.

The Contractor shall provide support in executing Organizational Change Management, Communications, and Stakeholder Engagement activities identified by the OCM Plan. This includes, but is not limited to:

- Facilitating meetings, workshops and other feedback mediums with identified stakeholders across the organization
- Generating relevant templates, artifacts or tools to be used during the effort, and that can continue to be used post engagement
- Developing communication memos, emails, talking points, and presentation decks/materials for various audiences (leadership meetings, department meetings, other briefings and communications to employees, as it relates to the scope of this project)

Deliverables:

Type	Deliverable	Format
Formal	Organizational Change Management Plan	MS Word MS PPT
Formal	Communications Plan	MS Word MS PPT
Formal	Stakeholder Analysis and Engagement Strategy	MS Word MS PPT
Informal	Organizational Change Management Tools and Templates	MS Word MS PPT
Informal	Communications Artifacts	Various

TASK 1: Strategic Workforce Planning

Provide Human Capital System (HCS) Expertise

WMATA currently uses Oracle's PeopleSoft to facilitate and execute the business processes related to people (e.g. talent acquisition, talent management, learning and development, payroll, etc.). WMATA recognizes that the establishment of a human capital plan and workforce roadmap and the resultant strategies that emanate from it will require support from a Human Capital System (HCS) that supports the WMATA IT Technology Roadmap currently under development.

This requirement requests HCS system expertise to ensure that the proper and efficient use of current technology is considered, provide subject matter expertise with respect to best practices and the uses and limitations of current technology, and create / document a conceptual data model (CDM) that captures the terms, entities or objects and attributes necessary to support the tasks contained herein that can become the basis for an enterprise-wide conceptual data model related to people. The Contractor shall make recommendations to maximize and leverage human capital information and other existing technologies/applications to enable data-driven approaches to workforce decision-making.

Deliverables:

Type	Deliverable	Format
Formal	Conceptual Data Model	TBD in Project Plan

Conduct a Workforce Assessment

Using metro's goals of Keeping Metro Safe, Reliable, and Accountable (KMSRA) and the recommendations outlined in the General Accountability Office's Corrective Action Plan (GAO CAP) related to workforce planning and management, the Contractor shall perform an assessment of Metro's current workforce to answer the following questions:

- Does the current workforce have the skills needed to achieve today's and tomorrow's mission?
- Are there enough of the right types of positions to perform the work WMATA requires today and moving forward?
- What is our workforce of the future - how many, where, when and what skills?
- What are the critical workforce characteristics that WMATA will need for the future? How should they be (quantifiably) distributed throughout the enterprise?
- Where is talent demand outpacing supply?

- How will anticipated changes in workload impact the demand for the WMATA workforce over the next several years?
- What improvements to HR based functions (e.g. talent management, talent acquisition, etc.) are necessary to support recruit, retain, and grow the workforce of the future?

The Contractor shall:

- Benchmark against comparably sized, leading national (and where possible international transit providers), local Government agencies, and other similar private sector organizations (with a union / non-represented mix) to identify industry trends (emerging technologies, market conditions, skill and talent needs) that may impact the available talent pool.
- Identify and analyze where workforce gaps exist in the areas that include, but are not limited to: recruitment, retention, professional development, knowledge transfer and succession planning.
- Engage key executives, senior leaders and other designated stakeholders to identify workforce needs and priorities using “what-if” scenarios focused on real world issues such as market incline/decline, the impact of emerging technology, etc.
- Identify key policies, practices and procedures that require modifications to effectuate the utilization of workforce analytics.

The Contractor shall document the results of these activities in a Workforce Assessment report that provides WMATA leadership with the business case to justify changes to the Authority’s workforce model to support the needs and goals of the future by outlining how workforce objectives align with WMATA’s mission, values, goals, and critical functions. At a minimum, it should document:

- Program plans for the future (anticipated mission changes, anticipated volume, type, and location of work to be done, changes in org structures, past patterns/trends, anticipated supervision/managerial strengths, skill mix of workforce and increasing and decreasing workforce demands)
- Budget – anticipated ceiling, budget philosophy or goals, funding levels, compensation issues, recruiting, training and career development, succession planning, other workforce benefits (relocation, telework, flexible workplace policies, etc.), increased or decreased staffing, trends/patterns
- Anticipated Environmental Factors – legislative or regulatory changes, collective bargaining agreements, technology changes, social changes, industry changes
- Benchmarking study

- Reflect the impact of emergent technologies and other shifts in the industry that impact the available talent pool and/or level of service delivery

Deliverables:

Type	Deliverable	Format
Informal	EMT Facilitation and Presentation Materials	At Contractor's Discretion
Formal	Workforce Assessment	MS PowerPoint

Develop Workforce Analytics Models

To effect change, WMATA must have a comprehensive understanding of their workforce from a quantitative perspective that answers the following questions:

- How many people do we have? Where are they? And what job / job families are they in?
- What types of people do we need? Where do we need them?
- How will our workforce need to change over time? What are the impacts of demographic shifts on the workforce? Retirements and attrition?
- What are the impacts of shifts in technology and automation? In-sourcing v. outsourcing?

The Contractor shall:

- Conduct a supply analysis that identifies the composition of the current workforce by job family and key positions. This analysis should factor in, at a minimum: overall profile, workload, vacancy analysis, retirement projection, retention, attrition rates/potential loss of current employees, vacancies created by internal movements, leave utilization, retirement patterns/projections, position and org. structures, EEO profiles, and NRP/Represented and supervisory/non-supervisory data.
- Conduct a demand analysis that identifies the ideal composition of the future workforce by job family and position. This analysis should forecast staffing needs in alignment with Metro's vision and strategic plans. It should forecast numbers by occupations, classifications, job codes, location of positions, org. and position structures, etc.
- Identify and document operations, safety, and mission critical positions. Inclusion of these positions in the model is required.
- Undertake and document (for a segmented portion of the workforce to be determined at project kick-off and scoping meeting) an analysis of workload that identifies under/over tasking for the people in those segments.

- Document the workforce (position, skills, etc.) gaps identified between the supply and demand side models.
- Construct a durable, reusable Workforce Planning Forecasting model (as a tool) that enables both quantitative and scenario-based modeling. This model shall be used to accurately predict the number and types of talent (FTE and contingent staff) required to meet workload / business demands. The model must be durable; i.e. able to be maintained and run by WMATA staff after the Period of Performance as noted in this SOW.
- Gap Analysis that compares current available resources with needed resources for the future. This will address shortfalls, excess, and critical issues relative to HR needs and potential impacts to productivity levels. The Gap Analysis should also include factors that have direct impact on performance of WMATA employees - is Metro getting the results it needs as it relates to performance management and measures?
- The Contractor shall identify and recommend strategies that will enable WMATA to close identified gaps in business processes, programs, performance management, and/or supporting IT systems that will eliminate and/or alleviate gaps (surplus and deficiencies) between future desired distribution and the projected inventory.

Deliverables:

Type	Deliverable	Format
Formal	Supply Side Model Results	MS PowerPoint
Formal	Demand Side Model Results	MS PowerPoint
Formal	Workload Analysis Instrument	TBD in Project Plan
Formal	Workload Analysis Report	TBD in Project Plan
Formal	Gap Analysis Report	TBD in Project Plan
Formal	Workforce Planning Forecasting Model (tool)	Resultant model must be able to be maintained and executed by WMATA without further support from the Contractor.
Formal	Workforce Planning Forecasting Model Results Report	MS PowerPoint

Develop a Human Capital Plan

WMATA requires a Human Capital Plan that defines its human capital strategy to close the gap between workforce and operational requirements, aligns it with the Authority's mission goals and objectives, identifies measures and metrics to gauge the progress and effectiveness of implementation, and provides a playbook for ensuring that the plan's constituent elements remain relevant and reflect the needs of an evolving workforce.

To support this requirement, the Contractor shall develop a Human Capital Plan for the Authority, A Human Capital Roadmap, A Workforce Planning Executive Playbook and a Workforce Planning Guide that focuses on training and transition.

The Human Capital Plan must, at a minimum:

- Establish a sustainable human capital plan that encompasses the 2021 through 2025 timeframe, and beyond
- Includes a well-defined Talent Strategy for Metro that is completely aligned with the WMATA's enterprise and business strategies; is transparent and authentic; is globally scaled yet locally relevant; engenders a sense of collective passion and purpose while enabling high potentials to thrive as individuals; and is scalable as Metro's environment and requirements change
- Establish a blueprint for developing and retaining sustainable, strong talent pipeline that anticipates demand for skills, competencies and positions
- Provide a blueprint for an equitable succession plan for strategic and core roles, key leadership and mission critical positions, including recommendations for effective knowledge transfer
- Identify strategies for addressing identified gaps in the workforce, including the need it addresses, the organizations and roles responsible for addressing them, milestones, SMART progress measurements and targets, and success criteria.
- Provide a report detailing the results of the models, including recommendations relevant to the entire Authority to close the identified gaps as outlined in Task 5.
- Include an Action Plan that outlines (1) alignment with Metro's vision and strategic plan, internal resources, recruitment, job design, training, retraining, career development, succession planning, productivity improvements, restructuring, position management plans (2) Handling labor relations/labor management issues to include legal Collective Bargaining Agreement (CBA) requirements, employee involvement, negotiations, potential for adverse outcome and impact, and (3) implementation plan to include change management and communications, leadership support require, performance measures and milestones, cost, people alignment, training requirements

- Provides a justification for recommended changes to HR practices and policies, including recommendations with respect to Talent Acquisition and Talent Management

As this requirement is dependent on the outcome and is expected to incorporate input from other requirements herein, the Human Capital and a Workforce Planning Playbook shall be delivered twice. The Initial Plan should cover the landscape and is expected to have placeholders for information that will be available later in the period of performance. The Final Plan should be comprehensive and fully actionable.

The Human Capital Roadmap should contain the actions and recommended timeframes to review and update each component of the plan

The Workforce Planning Executive Playbook should contain, at a minimum:

- Step-by-step approach on conducting and executing workforce planning tactics
- Contains the actions and recommended timeframes to conduct workload analysis (by workforce segment)
- Contains the actions and recommended timeframes for staffing based on need (near, mid, and long term) based on the results of the model
- Includes:
 - The methodology and proposed schedule (frequency and task duration) for undertaking the review, including a RACI matrix that outlines ownership for each task.
 - A checklist (or other mechanism) to identify initiatives or artifacts that are either dependencies or that it influences to ensure alignment across WMATA.

A Training and Transition Plan/Guide that contains guides, tools, and a plan ensure that the Workforce Planning process is sustainable and can be carried forward by WMATA staff.

Deliverables:

Type	Deliverable	Format
Formal	(Initial) Human Capital Plan	MS Word Document MS PowerPoint
Formal	(Final) Human Capital Plan	MS Word Document, Adobe InDesign, TBD
Formal	(Initial) Human Capital Roadmap	MS Word Document MS PowerPoint

Type	Deliverable	Format
Formal	(Initial) Human Capital Plan	MS Word Document MS PowerPoint
Formal	(Final) Human Capital Roadmap	MS Word Document MS PowerPoint
Formal	Workforce Planning Executive Playbook	MS Word Document MS PowerPoint
Formal	Training and Transition Plan/Guide	MS Word Document MS PowerPoint
Formal	Executive Presentations <ul style="list-style-type: none"> • General Manager • Executive Management Team • Senior Management Team 	MS PowerPoint

Pilot 1-Project and Program Management Job Family and Competency Framework

In order to secure buy in, win support, and prove the efficacy of the broader engagement, WMATA wishes to secure visible impact and tangible progress in the first phase of this contract. This action is necessary to mitigate a high priority risk in executing projects and programs within the \$1.2B Capital Investment Program. As such, it enjoys broad buy in and support across senior executives including the General Manager, Chief Operating Officer, EVP Internal Business Operations, EVP of Strategy, Planning and Program Management, and the Chief Human Capital Officer. Positive results for this intensive, tightly scoped exercise will be a catalyst to build momentum early and drive adoption and support for workforce planning in later phases.

The focus of this intensive exercise will be establishing the Job Family and Competency Framework for **Project and Program management positions** across the Authority. This segment includes those who oversee programs, those who manage programs, those who manage projects, and those who complete tasks as members of project teams – and who comprise the pipeline of future project managers.

The intent of this requirement is to:

- Establish and define the job families and positions within the project and program management domain Authority-wide

- Define the Authority-wide set of competencies, knowledge, skills, and abilities required for each position within the job family
- Document the position descriptions (i.e. job requisitions) for each identified position that include qualifications, standards, experience and performance expectations

The Contractor is expected to coordinate this task with the ongoing IBOP Organizational Alignment effort that establishes the standards and practices of standing up and executing Program Management Office (PMO) and PMBoK-based project management activities.

Once the Project and Program Management Job Family and Competency Framework has been established, the Contractor shall establish a program for Human Resources Department to review all newly-hired and incumbent position holders who have program or project management responsibilities, document whether they meet the minimum requirements for their position, and set a schedule for review to ensure compliance within a year.

Deliverables:

Type	Deliverable	Format
Informal	Facilitation Materials	At Contractor's Discretion
Informal	Draft: Project and Program Management Job Family and Competency Framework ¹	TBD in Project Plan
Informal	Draft: Position Definition Template ²	TBD in Project Plan
Formal	Project and Program Management Job Family and Competency Framework	TBD in Project Plan
Formal	Executive Presentations (3) <ul style="list-style-type: none"> • WMATA Board • General Manager • Executive Management Team 	MS PowerPoint
Formal	Incumbent PM Review Plan	TBD in Project Plan

¹ The goal is to ascertain how the framework will be organized, not the content at the Draft stage. This will enable WMATA to validate whether all necessary attributes / components are included.

² The current template will be provided as a starting point. However, the Contractor should feel free to re-imagine what the required elements and presentation of a job requisition will be in the future.

TASK 2 Development of a Competency Framework / Architecture for the WMATA Workforce

Document the Job Family and Competency Architecture Strategy and Methodology

The contractor will develop a strategy to create, deploy, and continuously utilize the competency architecture at WMATA. This strategy will show the direct linkages all phases of the HR life cycle (sourcing, recruiting, developing, assessing, retaining, retirement, etc.), workforce management processes (e.g., performance management, training and development), business lines, as well as key - stakeholders across WMATA. This strategy will demonstrate the business value of the architecture, as well as the metrics and measures for overarching program success.

The contractor will facilitate a series of competency architecture strategy clarification sessions with WMATA senior and middle management to explain both the process to develop the competency architecture as well how the entire organization will use the architecture to conduct business in the future. The contractor will articulate the business case supporting this new capability, and the new processes and practices that will need to be implemented to capitalize on this investment. The contractor will explain the methodology and survey instrument(s) to be used in this project, and allow for a review of engagement instrument(s) (e.g. surveys, focus groups, etc.) by WMATA leadership.

Deliverables:

Type	Deliverable	Format
Formal	Strategy to develop, deploy, employ, and evaluate comprehensive competency architecture at WMATA.	MS PowerPoint
Formal	Engagement methodology and instrument(s).	Various

Identify Core and Leadership Competencies

Core and Leadership competencies are the common elements that span across an organization. Leadership competencies are the key competencies for roles in an organization that involve managing, supervising or influencing the work of others in some way. Leadership is required in teams, project management, as well as at the entire range of management and leadership positions – front-line supervisors to Executive Management. Core competencies are a defining capability or advantage that is essential to a job or a job family and encompass key behaviors that go beyond the

requirements of an individual's job description and are aligned to WMATA's Vision, Mission, and Core Values.

The contractor will conduct behavioral interviews with subject matter experts, accomplished performers, and key senior leaders to identify and define core and leadership competencies, within and among each job level. The contractor will build on existing job descriptions by conducting additional behavioral interviews and facilitated group sessions with subject matter experts and accomplished performers who do the job well to determine the types of tasks involved in a job role and identify a combination of observable and measurable behavioral attributes and proficiency levels associated with each task at the entry, intermediate and advanced levels.

The contractor will develop a comprehensive model for the evaluation, audit, and assessment of competencies and behavioral attributes, in connection to the existing programs and processes (hiring, performance management, learning and development, etc.).

Deliverables:

Type	Deliverable	Format
Formal	Detailed, concise WMATA leadership competency profiles, for each position and family for supervisory and up positions.	MS Word MS PowerPoint
Formal	Core behavioral competencies for each position for each job family.	MS Word MS PowerPoint
Formal	Behavioral indicator and proficiency levels	MS Word MS PowerPoint
Formal	Core behavioral competencies aligned with the Conceptual Data Model.	MS Word MS PowerPoint
Formal	Framework for the evaluation and assessment of competencies and behavioral indicators.	MS Word MS PowerPoint

Create Competency Architecture for Common Job Families

Job family competencies are those competencies that are common to a group of jobs. They often include general job competencies that tend to be required in a number of job families (e.g., partnering), as well as job specific competencies that apply to certain job

families more than others (e.g., construction, engineering, Medical, IT, project management, etc.).

The contractor will build on existing job descriptions to identify all common job families across WMATA. The contractor will conduct a significant number of random interviews to validate previously developed job description linkages, and conduct behavioral interviews with subject matter experts, accomplished performers, and key senior leaders to define key competencies for selected positions and/or job families. The contractor will compare and contrast any existing internally developed WMATA job families to typical and comparable industry job families to identify and notable differences.

Deliverables:

Type	Deliverable	Format
Formal	WMATA Job Family Framework	MS Word MS PowerPoint
Formal	Comparable industry job families	MS Word MS PowerPoint
Formal	Detailed, concise competency profiles for common job families	MS Word MS PowerPoint
Formal	Common job family's competency profiles integrated into WMATA's human resources information system.	MS Word MS PowerPoint

Create Metro-Specific Technical / Professional Competencies

As a major transit organization, Metro has specialized job families in Operations (Bus, Rail, Police, Engineering, Maintenance, etc.) and in internal functions (Finance, IT, etc.). As such, the contractor will survey other major transit organizations for comparable job families/competencies as well as nascent internal WMATA competency initiatives, and compare any new developed WMATA job families with those comparable industry job families to identify notable differences. The contractor will also be required to develop specialized technical/professional competencies associated with these key roles or jobs and include the specific skills and knowledge (knowhow) to perform effectively. The contractor will conduct behavioral interviews with subject matter experts, accomplished performers, and key senior leaders to define key competencies for these job families.

Other functional competencies (often identified as mission and/or technical critical job positions and/or job families) will be identified through facilitated sessions with mid-level

and front-line leadership. Sessions will focus on prioritization and decision-making for a customized WMATA Competency Architecture. These competencies could be generic to a job family, or be specific to job functions, roles, levels, etc.

Deliverables:

Type	Deliverable	Format
Formal	Comparable industry job families	TBD
Formal	Detailed, concise technical and professional competency framework for Operations Functions and Internal Enabling Functions	TBD
Formal	Technical and Professional Competency profiles integrated into WMATA's human resources information system.	

Implement the Competency Architecture

The contractor will propose specific steps for the implementation of the competency architecture (with hierarchical job families). The contractor will demonstrate the direct linkages of the competency architecture/job description product to all phases of the HR life cycle and business lines (recruiting, training, retention, retirement) as well as key stakeholders across WMATA.

They will demonstrate business benefit and value of this architecture, recommend metrics and measures for overarching program management and success (adoption), and propose new business processes and practices based on the competency architecture/job description product. The contractor will create processes for WMATA to use to continually update and modernize the system so it remains relevant and value added, including a methodology for identifying and transferring/growing existing competencies across WMATA in response to strategic plans and/or emergent business needs. Finally, the contractor will conduct training sessions for HR professionals, and selected WMATA professionals, to build capacity to implement the whole process of competency development.

Deliverables:

Type	Deliverable	Format
Formal	Competency Architecture to include update job/position descriptions and core, leadership and identified job-specific competencies	TBD
Formal	Recommended business processes to employ the competency architecture/job description products in all phases of the HR lifecycle and business lines	MS PowerPoint MS Word MS Visio
Formal	Recommended metrics and measures for overarching program management	MS PowerPoint MS Word
Formal	Training sessions for HR professionals and selected WMATA professional to implement the competency architecture and workforce planning	

TASK 3: Document a Career Path Architecture

A critical element of becoming an Employer of Choice is having defined career paths with standardized performance benchmarks that enable every employee to chart the trajectory of their career. Building upon the Job Family and Competency Framework, the goal of this task is to provide employees and managers with a career path architecture that allows them to navigate their career at WMATA.

The Contractor shall engage leadership, front line management/supervisors, and other key designated stakeholders to document a Career Path Architecture that:

- Identifies common career paths within Job Families (i.e. upward progression within a family)
- Identifies select non-traditional career paths within WMATA (i.e. upward progression within multiple job families).
- Describes the competencies, proficiency levels, and suggested performance benchmarks necessary to progress on the desired career path

To ensure that the options presented are relevant, the Contractor shall perform a scan of large and mid-sized public transit providers to identify industry trends in this area and survey the internal WMATA landscape to identify existing programs or opportunities.³

To ensure that the identified career paths are achievable and attainable, WMATA requires the Career Path Architecture to identify and/or incorporate initiatives and programs (e.g. Leadership Development Programs, Cohort Based Learning Opportunities, First-Line Management Development Programs, etc.) designed to enhance an employee's skills or enable them to advance in a career path.

The Contractor shall evaluate existing WMATA programs, provide a set "stop, start, continue" recommendations. The Contractor shall include a mapping of existing and proposed programs to career paths where appropriate. Each program definition shall include an owner (organization), intended audience (job family or workforce segment), activities, and timeline for completion (how long is the program).

For each identified career path, the Contractor shall develop customer-ready informational materials explaining the path, available options, training/ experience/ competency requirements, etc.

The hierarchical job families will be integrated to produce a tiered career construct with increasing levels of complexity and responsibilities from entry to executive level. The contractor will arrange job skills and qualifications in developmental scales to serve as the foundation for selection and development of Metro employees.

Deliverables:

Type	Deliverable	Format
Informal	Facilitation Materials	At Contractor's Discretion
Informal	Draft: Career Path Architecture ⁴	TBD in Project Plan
Informal	Draft: Initiatives and Programs Template ⁵	MS Word Document
Formal	Career Path Architecture	TBD in Project Plan
Formal	Job Family and Competency Framework	TBD in Project Plan

³ It is suggested that this information be obtained in concert with the scan required in Task 4.

⁴ The goal is to ascertain how the architecture will be organized, not the content at the Draft stage. This will enable WMATA to validate whether all necessary attributes / components are included.

⁵ The goal is to ascertain whether all elements of the review and proposed programs are included, not to evaluate content.

Type	Deliverable	Format
Formal	Executive Presentations (3) <ul style="list-style-type: none"> • WMATA Board • General Manager • Executive Management Team 	MS PowerPoint
Formal	Career path informational materials for the employees	TBD in Project Plan

Pilot 2- First Line Supervisor Development Pilot

Building on the output of the Job Family and Competency Framework, WMATA intends to create and execute pilot initiatives targeted at different segments of the workforce, beginning with First Line Supervisors (in Management and Operations). The goal of this pilot is to:

1. Educate First Line Supervisors with respect to the competencies and behaviors required by their position / job
2. Provide First Line Supervisors with the tools, development, and skills necessary to exhibit those competencies and behaviors within their day-to-day activities
3. Support them by linking them with a cohort (network) of peers
4. Solicit feedback from First Line Supervisors regarding the goals, content, and/or execution of the pilot program to serve as the basis for improvement before scaling to other segments of the WMATA workforce

Using a “Design for Adoption” approach, the Contractor shall design and execute a First Line Supervisors Development Program that:

- Contains a syllabus for the targeted audience that aligns to the re-designed competency framework and reinforces the required behaviors.
- Provides the source materials (tools, templates, exercises, etc.) required for program execution.
- Provides a playbook for delivering the program. This includes instructor’s manuals (or similar artifacts) necessary to conduct each session outlined in the curriculum.

While the Contractor is expected to “think outside the box” in devising this curriculum, it should neither be solely reliant on traditional methods (e.g. CBT or Classroom training), nor too far outside of WMATA’s culture that it is perceived as undermining our core values.

The First Line Supervisor pilot will be targeted to employees who are currently first-line supervisors within the organization. At the end of the pilot, the Contractor shall undertake a Lessons Learned analysis, present the results, and provide a plan to scale the pilot throughout WMATA within P (time period).

Deliverables:

Type	Deliverable	Format
Formal	First Line Managers Pilot Syllabus	MS PowerPoint MS Word
Formal	First Line Managers Pilot Curriculum Materials	MS PowerPoint MS Word
Formal	First Line Managers Pilot Lessons Learned Report	MS PowerPoint MS Word
Formal	First Line Managers Course Scaled Implementation Plan	MS PowerPoint MS Word MS Project

Deliverables

Deliverables will be driven by the specific task orders issued against the detailed scope of services requested in this SOW. In addition, the Contractor may suggest and provide additional deliverables with clear cut rational that enable Metro to successfully deploy and sustain solutions provided.

Deliverables are to be provided to the WMATA Program Manager and COTR in the format and due date dictated by the task order requirements. WMATA requires four (4) business days to review and provide feedback to Formal Deliverables, and three (3) business days to review and provide feedback to Informal Deliverables.

Technical Qualifications

To execute the tasks included herein, the Contractor shall assign a team that possesses the following skills and qualifications (at a minimum):

- Human Capital Solutions / Talent Management expertise
- Workforce Planning, Competency Architecture, and Career Pathing expertise
- Organizational Change Management (OCM)
- Prosci Certification Preferred

- Certified Project Management Professional (PMP)
- Human Capital Management Systems (including PeopleSoft)
- Data Architecture / Data Management

Familiarity with public transit operations and environment is not required but is preferred. Offerors shall include resumes for each staff member proposed.

Period of Performance

The period of performance for this SOW is for 36 months. Specific duration of each Task will be determined by the task order when issued.

Constraints

The Contractor will be expected to work closely with key WMATA stakeholders and day-to-day counterparts will be identified during the project kickoff.

The Contractor will be expected to work closely (defined by the IBOP Portfolio Manager, the Project Manager/designee and COTR with other ongoing WMATA efforts whose scope may intersect with, support, or depend on this effort.

The Contractor will be expected to coordinate and integrate with the IBOP Organizational Alignment effort insofar as it relates to the tasks herein. WMATA Portfolio Management will facilitate integration with that project team.

Place of Performance

Stakeholder engagement may occur at several WMATA facilities, some of which are industrial in nature and located within the jurisdictions WMATA serves and may require observance of safety regulations in which case, WMATA will advise vendor in advance. The Contractor shall make all efforts to utilize staffing resources within a 25-50-mile radius of WMATA headquarters located at 600 5th Street NW Washington DC 20001. It is anticipated that the Contractor will deploy teams to work onsite at WMATA HQ or secondary location (600 5th Street, NW, Washington, DC 20001 or at the Carmen Turner Facility located at 3500 Pennsy Drive, Landover, MD 20875) for the duration of the project, as determined during project kick-off to work closely with the project manager(s) and other representatives of each office.

A caveat to this requirement will be the ability for the contractor to work remotely during the COVID-19 Global Pandemic conditions that may extend through 2021-2022. Contractors may work remotely and allocate staff based on qualifications and skill as closely aligned to the scope of work vs. local staff for the duration of remote working arrangements during the global pandemic, while ensuring staffing availability during WMATA's core work hours. If in-person meetings are required, these will be negotiated in advance with the contractor and the contracting officer and COTR as appropriate

WMATA does not anticipate that the Contractor will require a permanent footprint within WMATA facilities. The Contractor will be required to obtain A WMATA issued Contractor ID and background check to work on WMATA property. Subject to completing required background checks, WMATA will provide Contractor badges for key Contractor staff (identified by the Contractor). In addition, temporary "swing" space will be provided for the Contractor as needed to facilitate meetings, preparation for facilitated sessions, etc.

WMATA Furnished Equipment

The Contractor shall supply their own equipment (computers, thumb drives, etc.) and software (MS Office Suite, etc.) required to perform the tasks herein. When working on-site, the Contractor must be able to connect to the internet outside of the WMATA firewall.

WMATA will provide access to WMATA information systems as appropriate and to the extent required to perform the work specified herein.

WMATA Furnished Information

WMATA will provide the following documents as guidance (GFI) in support of this effort when the Task Order is issued. Items noted below are in addition to data requests that the Consultant may have to fulfil the requirements of the Task Orders issued:

- Collective Bargaining Agreements / Union Rules and Regulations
- WMATA Organizational Chart (most recent)
- WMATA Board of Directors Organizational Chart (most recent)
- WMATA Employee data and reports as available in the HR Information Management System
- Job Family Framework and Competency Architecture (internal efforts over the last 3 years)
- Inventory of current pilots, programs, or other development opportunities that seek to grow the skills of the current workforce
- Other HR and Talent Management data, as required

WMATA will facilitate (if and as necessary) introductions to members of peer transit organizations, industry/trade member organizations, union representatives, etc. as appropriate.

It is required that contractors work with the COTR and Contracting Officer to ensure Non-Disclosure agreements are in place prior to receiving Metro proprietary data.

Evaluation Criteria

The contract shall be awarded to the responsible offeror whose offer is most advantageous to The Authority, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total adjectival score shall not necessarily be determinative of the award. Rather, the total score shall guide The Authority in making an intelligent award decision based upon the evaluation criteria.

Proposals shall be evaluated based on the following evaluation factors in the manner described below:

Methodology and Technical Approach (30 points)

The Offeror will be evaluated on the Offeror's technical approach and methodology to providing process improvements this factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services. **(10 points)**

Offeror has demonstrated a thorough understanding of the technical components of the requirements and an awareness of the scope and complexity of services to be provided which are complete and well defined. **(10 points)**

Offeror has demonstrated the specific plans, methodologies and approaches to be used to accomplish the technical components of WMATA requirements. Offeror's demonstrated methodologies and approaches comprehensively cover all technical requirements described in the statement of work and recognize and address potential issues associated with providing the services requested. **(10 points)**

Timeline (10 points)

The contractor's proposed timeline shall demonstrate an approach that effectively accomplishes the objectives within the stated timeline, with clear evidence of the Offerors ability to schedule, coordinate and document the delivery of services and deliverables. The Offeror's proposed timeline shall specify the completion of the deliverables within the period of performance as requested in the statement of work. (10 points)

Staffing (15 points)

Offerors shall identify a range of key personnel that demonstrates the firm's ability to provide the strength and depth of available personnel with the knowledge, qualifications, skills and abilities to meet the requirements of the task order SOW. The personnel proposed will be assessed based on the extent of their relevant professional achievements, relevant experience (with a preference for transit, organizational change and productivity experience), their professional qualifications, and relevant skills. (15 points)

Quality (15 points)

The Offeror will be evaluated on the quality of their proposal which includes:

- Ensuring that all requirements of this SOW are addressed consistently throughout (5 points)
- Content and approach reflect an understanding of WMATA and IBOP goals and objectives (5 points)
- Submitted proposal has been quality checked (spelling, grammar, etc.) prior to submission. (5 points)

Past Performance (10 Points)

The Offeror will be evaluated on the Offeror's past performance and previous experience in performing services similar in size and scope as those described in Statement of work. The Offeror shall be evaluated on the following sub-factors:

- Offeror has demonstrated knowledge, experience and ability to perform services similar in size and scope as the required services described in the statement of work. Offeror has demonstrated lessons learned and barriers overcome in

previous experiences delivering services similar in size and scope as the required services described in the statement of work. Offeror has demonstrated how this experience shall enable the Offeror to better perform the required services for the District. **(5 points)**

- Offeror has provided a list of contracts and subcontracts that the Offeror has performed similar in size and scope within the past three (3) years. Offerors proposal must demonstrate that the work performed for other agencies are similar and if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in the statement of work. Offeror has provided, with proposal, the following information for each contract or subcontract: i. Name of contracting activity; ii. Contract number; iii. Contract type; iv. Contract duration (or Period); v. Total contract value; vi. Description of work performed; vii. Contact Person name, phone, and e-mail address. **(5 points)**

Performance and Acceptance Criteria

Task Orders issued against the services requires in this scope of work will dictate specifically how work products and deliverables will be evaluated and overall contractor performance will be evaluated. Overarching will be service and quality levels laid down in WMATA contracts with vendors.

VENDOR REQUIRED BID SUBMISSION PACKAGE

PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

Electronic Responses submittal through WMATA Supplier Portal is required. Responses must be submitted electronically through the Electronic Supplier Portal currently in use by WMATA during the open solicitation period.

Offerors shall submit proposals as follows:

(a) Proposal Format

Volumes I, II and III must be separately marked files and **have the RFP number, the proposer's identity, volume number, and volume title printed on the cover page. Volumes shall be submitted via WMATA's Supplier Portal:**

- (1) **Volume I – Cost/Price** - One (1) Electronic submission labeled "**Volume I Cost/Price Proposal**"
 - (2) **Volume II – Technical** - One (1) Electronic submission labeled "**Volume II Technical Proposal**" (**Shall not include cost/price information**)
 - (3) **Volume III – Contractual**- One (1) Electronic submission labeled "**Volume III Contractual**," and any required copies of the completed, signed solicitation documents to include Representations, Certifications, Pre-Award Data, Certificate(s) of Insurance, SBLPP requirements per Appendix C (if applicable).
- (b) Cost/Price. All information relating to cost or pricing data must be included in Volume I. ***Under no circumstances shall cost or pricing data be included elsewhere in the proposal.***
- (c) Technical Proposal. The technical proposal should address the stated Evaluation Criteria and Basis for Award- Section 13) in such a manner as to enable the Authority to engage in a thorough evaluation of its overall technical merit. Technical proposals shall be specific, detailed and complete and shall demonstrate that the offeror has a thorough knowledge and understanding of the Contract's requirements. Offerors shall avoid generalized statements that for example, paraphrase the specifications or attest that "standard procedures will be employed." The Authority wishes to be satisfied that the offeror maintains an understanding of the specific Contract requirements and maintains the means to fully satisfy them.
- (d) Contractual. The Contractual volume shall contain a completed, signed Solicitation, Offer and Award form and include Representations, Certifications, Pre-Award Data, Certificate(s) of Insurance, SBLPP requirements per Appendix C (if applicable), and any amendments. In the event that the offeror takes any exception to any of the Contract's terms and conditions, wishes to propose alternative Contract language or is otherwise unwilling or unable to satisfy any of the Contract's requirements such information should be clearly noted on the first page(s) of Volume III of the proposal. Failure to take exception shall constitute the offeror's acceptance.



Volume I Cost/Price Proposal

Rate Schedule

Base Year

Labor Categories	Rates per hour	Total Hours	Subtotal cost
SME Business Operations Specialists, All Other			
SME General and Operations Managers			
Journeyman General and Operations Managers			
Journeyman Management Analysts			
Junior Business Operations Specialists, All Other			
Junior Business Operations Specialists, All Other			
Journeyman Statisticians			
Total Rate Schedule Cost			



Volume II Technical Proposal



Volume III Contractual

Washington Metropolitan Area Transit Authority

Solicitation ID: WMATA-0000008051

Contract ID: CHRO121127



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

SOLICITATION		
SOLICITATION: NO.: : WMATA-0000008051	SOLICITATION TYPE: RFP	Date Issued: 2/5/2021
ISSUED BY: Contracting Officer: Irene Mathis Contract Administrator: Lanisha New	ADDRESS: Washington Metropolitan Area Transit Authority Office of Procurement 600 5th St. N.W.-3d Floor Washington, DC 20001	CONTACT INFORMATION: Contract Administrator, LLNew@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	UNIT PRICE

The total amount of this award is \$ _____

Name of Contracting Officer (Print of Type)

WASHINGTON METROPOLITAN TRANSIT AUTHORITY

AWARD DATE

Washington Metropolitan Area Transit Authority

Solicitation ID: WMATA-0000008051

Contract ID: CHRO121127



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION **00008051/ Contract ID CHR1211127**

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

Amendment Number _____ Dated _____

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

Authorized Signature

Company Name

Date



PRE-AWARD EVALUATION DATA

PROJECT DESCRIPTION: _____

1. Name of firm _____

2. Address: _____

3. ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

4. Date organized _____.

State where incorporated or organized _____.

5. Names of officers or partners:

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

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

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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.

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? %.

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14. Attach as Schedule Six (6), a list of all principal subcontractors and the percentage and character of work (Contract amount) that each will perform. Principal items of work shall include, but not be limited to, those items listed in the "Pre-Award Information" article.
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 personnel.

The undersigned certifies to the accuracy of all information.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



REPRESENTATION AND CERTIFICATIONS

29. 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	

30. 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.: _____

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Name	Signature
Title	Company
Date	

31. 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	

32. 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:

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

Name	Signature
Title	Company
Date	

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- a.** 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:
- i.** 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;
 - ii.** 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
 - iii.** No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- b.** Each person signing this offer certifies that:
- i.** 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 1) a) through 1) c) above; or
 - ii.** 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 1) a) through 1) c) above, or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

34. NONDISCRIMINATION ASSURANCE

- a.** By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, 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.

Washington Metropolitan Area Transit Authority

Solicitation ID: WMATA-0000008051

Contract ID: CHRO121127



Name	Signature
Title	Company
Date	

35. 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:

- a. ☐ 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.
- b. ☐ The following WMATA Board member(s), household member(s) or business associate(s) has a financial interest in this firm, in a financial transaction with 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

Nature of Interest

Household Member or

Business Associate

- c. The certification required by 1) and 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	

36. CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY)

By submission of this offer, the offeror certifies that:

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

Washington Metropolitan Area Transit Authority

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Name	Signature
Title	Company
Date	

37. CERTIFICATION REQUIRED FOR ALL SAFETY-SENSITIVE CONTRACTS.

- a.** 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.
- b.** 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.
- c.** 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.
- d.** Failure to comply with this certification may result in WMATA issuing sanctions and pursuing available contractual remedies.

Name	Signature
Title	Company
Date	

38. SMALL BUSINESS & LOCAL PREFERENCE PROGRAM (SBLPP)

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

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

Name	Signature
------	-----------

Washington Metropolitan Area Transit Authority

Solicitation ID: WMATA-0000008051

Contract ID: CHRO121127



Title	Company
Date	



SPECIAL TERMS AND CONDITIONS

39. LIQUIDATED DAMAGES FOR DELAY

- a. Time is of the essence for this contract.
- b. If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or as subsequently extended by the Contracting Officer via written contract modification, the Contractor shall pay to WMATA **\$125** per calendar day of delay. WMATA and the Contractor hereby agree this amount is not a penalty, but rather liquidated damages.
- c. If WMATA terminates this contract in whole or in part for Default, the Contractor is liable for liquidated damages accruing until WMATA reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess procurement costs arising out of a termination for default.
- d. WMATA shall have the right to deduct such liquidated damages from any monies due or which may become due to the Contractor under this Contract. If the amount that becomes due is less than liquidated damages due to WMATA, the Contractor shall pay the difference upon the Contracting Officer's demand.

40. 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.

I. Indemnification

- 1. Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and the Authority, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work and/or any acts in connection with activities to be performed under this contract, unless the loss or damage is due to the sole negligence of the Authority. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any obligation of Contractor under this Contract.
- 2. 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.
- 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

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indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

II. MINIMUM REQUIRED INSURANCE: MINIMUM LIMITS OF INSURANCE

INSURANCE TYPE	LIMITS	BASIS
Workers' Compensation	Statutory	
Employers' Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Commercial General Liability		
	\$1,000,000	Each Occurrence Limit
	\$2,000,000	General Aggregate Limit
	\$1,000,000	Products-Completed Operations Limit
Business Auto Liability		
	\$500,000	Combined Single Limit

Professional Liability		
	\$2,000,000	Each Claim

III. 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 accepted 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.

IV. COVERAGE-SPECIFIC REQUIREMENTS

Commercial General Liability

1. Commercial General Liability (CGL) shall be written on ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
2. Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and an Umbrella/Excess Liability coverage form(s), provided that the Umbrella/Excess Liability coverage form(s) provides the same or broader coverage than the prescribed CGL coverage form.
3. Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below.
4. Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" section below.
5. The definition of "Insured Contract" shall be modified to provide coverage for contractual liability for any contracts involving construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements. Evidence of this modification shall be provided to WMATA along with all other required documents.
6. Defense Costs (Allocated Loss Adjustment Expense) must be included and outside of the policy limits for all primary liability and Umbrella/Excess Liability policies.

Business Auto Liability

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

Professional Liability Insurance

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

V. 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.

41. INDEFINITE QUANTITY CONTRACT - N/A

42. ORDERING - N/A

43. ORDER LIMITATIONS - N/A

44. BID GUARANTEE - N/A

45. SITE VISIT/INSPECTION OFFEROR'S FACILITIES

A successful offeror must maintain sufficient facilities that will allow it to adequately perform Contract as specified herein. WMATA may make site visits prior to Contract award to

examine the offeror's facilities to verify that necessary equipment, supplies, etc. are readily available.

46. PERFORMANCE/PAYMENT BONDS-N/A

47. RETAINAGE

- a.** Alternate Security in lieu of Retainage. - N/A.
- b.** Final Payment Only Retainage. All amounts withheld from Contractor as retainage, based on a percentage of the work completed, or as a line item tied to the completion of the work shall be retained solely out of the Contractor's final payment. Payment of any fund withheld from Contractor's final payment shall be released to Contractor within thirty (30) days after completion of Contractor's Work and Closeout Release.
- c.** No Retainage. N/A.



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_05182020.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. **PERIOD OF PERFORMANCE**
7. **OPTIONS-EVALUATION**
8. **OPTIONS- EXERCISE**
9. **OPTIONS FOR INCREASED OR DECREASED QUANTITIES OF
SUPPLIES**
10. **OPTIONS TO EXTEND SERVICES**
11. **RIGHT TO EXTEND CONTRACT PERIOD OF PERFORMANCE**
12. **OPTIONS EXERCISED OUT OF SEQUENCE**
13. **FORCE MAJEURE/EXCUSABLE DELAYS/TIME EXTENSIONS**
14. **THE WMATA'S DELAY**
15. **NOTICE TO WMATA OF LABOR DISPUTES**
16. **NOTIFICATION OF BANKRUPTCY OR INSOLVENCY**
17. **INSPECTION OF SERVICES**
18. **INSPECTION OF SUPPLIES**
19. **ACCEPTANCE OF SUPPLIES**
20. **MATERIAL & WORKMANSHIP**
21. **WARRANTY OF SUPPLIES**

22. **WARRANTY OF SERVICES**
23. **CORRECTION OF DEFICIENCIES**
24. **FIRST ARTICLE INSPECTION**
25. **F.O.B. DESTINATION**
26. **QUALITY ASSURANCE/QUALITY CONTROL**
27. **CHANGE ORDERS**
28. **PRICING OF ADJUSTMENTS**
29. **ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS**
30. **BILLING AND PAYMENT**
31. **PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA --
MODIFICATIONS**
32. **SUBCONTRACTOR PAYMENTS**
33. **GARNISHMENT OF PAYMENTS**
34. **STOP WORK ORDERS**
35. **TERMINATION FOR DEFAULT**
36. **TERMINATION FOR CONVENIENCE**
37. **ASSIGNMENT**
38. **DISPUTES**
39. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR
CONSTRUCTION**
40. **INDEMNIFICATION**
41. **TITLE AND RISK OF LOSS**
42. **INAPPLICABILITY OF CLAUSES REQUIRING UNAUTHORIZED
OBLIGATIONS**
43. **PATENT INDEMNITY**
44. **SET-OFF**
45. **RIGHTS IN TECHNICAL DATA**
46. **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT**
47. **ROYALTY INFORMATION**
48. **NONDISCRIMINATION ASSURANCE- FTA**
49. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-
OVERTIME COMPENSATION**

- 50. **WALSH-HEALEY PUBLIC CONTRACTS ACT**
- 51. **DAVIS-BACON ACT- FTA**
- 52. **CONVICT LABOR**
- 53. **COVENANT AGAINST CONTINGENT FEES**
- 54. **SEAT BELT USE POLICY**
- 55. **SENSITIVE SECURITY INFORMATION**
- 56. **LAWS AND REGULATIONS**
- 57. **HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY**
- DATA**
- 58. **LIVING WAGE**
- 59. **METRIC SYSTEM**
- 60. **MANDATORY DISCLOSURE**
- 61. **EMPLOYMENT RESTRICTION WARRANTY**
- 62. **GRATUITIES**
- 63. **OFFICIALS NOT TO BENEFIT**
- 64. **ORGANIZATIONAL CONFLICTS OF INTEREST**
- 65. **CONTRACTOR PERSONNEL**
- 66. **FALSE STATEMENTS, CLAIMS OR SUBMISSIONS**
- 67. **PUBLIC COMMUNICATION**
- 68. **FEDERAL, STATE, AND LOCAL TAXES**
- 69. **CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE**
- 70. **SEVERABILITY**
- 71. **SURVIVAL**
- 72. **GOVERNMENT-WIDE DEBARMENT OR SUSPENSION- FTA**
- 73. **PROGRESS PAYMENTS**
- 74. **SAFETY REQUIREMENTS**
- 75. **CRIMINAL BACKGROUND CHECK REQUIREMENT**



APPENDIX

[



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

Washington Metropolitan Area Transit Authority

Solicitation ID: WMATA-0000008051

Contract ID: CHRO121127



BOND FORMS
PERFORMANCE BOND

Contract No.:

Contract Date:

Penal Sum of Bond:

Date Bond Executed:

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

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

NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by WMATA, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

Principal(s)

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

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

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

Washington Metropolitan Area Transit Authority

Solicitation ID: WMATA-0000008051

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PERFORMANCE BOND -- Page 2

Corporate Sureties													
Surety A	Surety Name and Address:		Liability Limit \$	(Seal)									
	Signature: _____												
	Name and												
	Title:												
Surety B	Surety Name and Address:		Liability Limit \$	(Seal)									
	Signature: _____												
	Name and												
	Title:												
Surety C	Surety Name and Address:		Liability Limit \$	(Seal)									
	Signature: _____												
	Name and												
	Title:												
Attach additional pages as needed.													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Bond</td> <td colspan="2"></td> </tr> <tr> <td style="text-align: center;">Premium</td> <td colspan="2"></td> </tr> <tr> <td style="text-align: center;">Schedule</td> <td style="text-align: center;">Total Premium</td> <td style="text-align: center;">\$</td> </tr> </table>					Bond			Premium			Schedule	Total Premium	\$
Bond													
Premium													
Schedule	Total Premium	\$											
<p align="center">Instructions</p> <ol style="list-style-type: none"> 1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies and services. 2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished. 3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Sureties". 4. Corporations executing the bond shall affix their corporate seals. 5. The name of each person signing this performance bond should be typed in the space provided. 6. The date this bond is executed must be the same date as the contract execution date. 													

Washington Metropolitan Area Transit Authority

Solicitation ID: WMATA-0000008051

Contract ID: CHRO121127



PAYMENT BOND

Contract No.

Contract Date:

Penal Sum of Bond:

Date Bond Executed:

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

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

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

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

Washington Metropolitan Area Transit Authority

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PAYMENT BOND page 2

IN WITNESS WHEREOF, the Principal and Sureties have executed this payment bond and have affixed their seals on the date set forth above.

Principal(s)

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

Corporate Sureties

Surety	Surety Name and Address:	Liability Limit	(Seal)
A	Signature:	\$	
	Name and Title:	State of Inc.:	

Surety	Surety Name and Address:	Liability Limit	(Seal)
B	Signature:	\$	
	Name and Title:	State of Inc.:	

Surety	Surety Name and Address:	Liability Limit	(Seal)
C	Signature:	\$	
	Name and Title:	State of Inc.:	

Attach additional pages as needed.

Instructions

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

Washington Metropolitan Area Transit Authority

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- | | |
|----|--|
| 5. | The name of each person signing this payment bond should be typed in the space provided. |
| 6. | The date this bond is executed must be the same date as the contract execution date. |

Washington Metropolitan Area Transit Authority

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SOLICITATION BOND FORM WITH BID/PROPOSAL BOND FORM

Submit with Solicitation (Price/Cost)

Solicitation No.:

Bid/Proposal Date:

Penal Sum of Bond:

5% of Offered Price or Amount, \$:

Date Bond Executed:

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

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

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

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

Principal(s)

Corporate Seal

1. Firm Name and Address:

Signature: _____

State of Inc.: _____

Corporate Seal

2. Firm Name and Address:

Signature: _____

State of Inc.: _____

Corporate Seal

3. Firm Name and Address:

Signature: _____

State of Inc.: _____

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

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



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.

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.

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.

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.

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.

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.

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.

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.

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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.