



Washington Metropolitan Area Transit Authority

Invitation for Bids

[Non-Federal]

Title: Preventive & Corrective Maintenance Services

Solicitation No.: 0000009065

Contract Type: Firm Fixed Price

Contract ID: CSVMT233052-FYW

Posted Date: May 08, 2023 02:00 PM

Pre-Bid Conference Date:

Question Due Date: May 15, 2023, 2023

Due Date: May 31, 2023 02:00 PM

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Washington Metropolitan Area Transit Authority

Contract ID: CSVMT233052-FYW Solicitation ID: WMATA-0000009065

NOTICE TO BIDDERS

SUBJECT: IFB No. 0000009065

The Washington Metropolitan Area Transit Authority (WMATA) is seeking bids from qualified contractors to provide Preventive and Corrective Maintenance Services for Shop Support Equipment.

If you have any technical, contractual, or administrative questions, please e-mail them to fwalker1@wmata.com no later than Close of Business, Date. If an amendment(s) is issued resulting from questions and answers, it will be posted on our website. Please adhere to the question deadline for proposing any questions. All questions must be in writing and will be responded through amendment(s).

Your bid must be received with all required submittals as stated below in the IFB, no later than 02:00 PM, May 31, 2023.

A public bid opening/bid results will be displayed publicly on the WMATA supplier portal immediately following the closing date and time of the solicitation.

Preliminary Bid Opening Link:

https://supplier.wmata.com/psp/supplier/SUPPLIER/ERP/c/AUC_MANAGE_BIDS.WT_CL_BID_OPEN_CMP.GBL

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

PRICE SCHEDULE;

SOLICITATION, OFFER & AWARD FORM;

PRE-AWARD EVALUATION DATA, with schedules, financial data and letter of credit

REPRESENTATIONS AND CERTIFICATIONS;

CERTIFICATE(S) OF INSURANCE

APPENDIX C (IF APPLICABLE)

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

Please provide a name and email address of the Point of Contact for your bid submission in case the Contract Administrator has any questions.

Washington Metropolitan Area Transit Authority



Contract ID: CSVMT233052-FYW Solicitation ID: WMATA-0000009065

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SOLICITATION, OFFER AND AWARD

SOLICITATION		
SOLICITATION ID: 0000009065	SOLICITATION TYPE: IFB	Date Issued: May 08, 2023 02:00 PM
CONTRACT ID: CSVMT233052-FYW		
ISSUED BY: Walker, Felicia, Contracting Officer Walker, Felicia, Contract Administrator	ADDRESS: Washington Metropolitan Area Transit Authority Office of Procurement 600 5 th St. N.W.-3d Floor Washington, DC 20001	CONTACT INFORMATION: Walker, Felicia Contract Administrator, at fwalker1@wmata.com (email) and (phone).

All bids 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.

BIDDER	
Name and Address (Street, city, county, state,	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

Name of Contracting Officer (Print of Type)

SIGNATURE

AWARD DATE



Washington Metropolitan Area Transit Authority

Contract ID: CSVMT233052-FYW Solicitation ID: WMATA-0000009065

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SOLICITATION, OFFER AND AWARD

CONTINUATION SHEET

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS

TO SOLICITATION **IFB: 0000009065**

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 bid unacceptable.

Authorized Signature

Company Name

Date



Washington Metropolitan Area Transit Authority

Contract ID: CSVMT233052-FYW Solicitation ID: WMATA-0000009065

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. 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). The term 'solicitation' shall refer to this Invitation for Bid (IFB).

2. SUBMITTING ELECTRONIC BIDS

- a. Electronic bid submittal through the WMATA Supplier Portal are required. It is important to pay special attention to the solicitation requirements for submitting your bid. Bids will not be permitted after the stated solicitation closing time.
- b. Bids must be submitted electronically through the Electronic Supplier Portal currently in use by WMATA during the open solicitation period.
- c. All bids will be submitted in a format that identifies the specific solicitation number and title. All formats are accepted except for ZIP, EXE, DLL and XLSM.
- d. The electronic bid must contain Bidder's full name, address, phone number, and e-mail address.
- e. Bidders will be unable to submit a bid, regardless of format, after the established deadline for the solicitation has passed. Please be sure to verify the solicitation bid deadline and review all amendments.
- f. When bids are submitted electronically, the Office of Procurement & Materials (PRMT) 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 Bidder 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 bids will be electronically dated, and time stamped upon receipt by the system currently in use by WMATA.
- i. Submitted bids will remain unopened by WMATA until the scheduled date and time for opening of the solicitation(s).
- j. An e-mail notification confirming receipt of the bid will be sent by WMATA's electronic solicitation system to Bidder'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 also include the

assigned contract administrator, whose name and contact information are included in the solicitation.

- m. Costs incurred for developing solicitation bids in anticipation of award are the responsibility of Bidder and shall not be charged to WMATA.

3. INTRODUCTION

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

4. GOODS TO BE FURNISHED/SERVICES TO BE SUPPLIED

In preparing bids, Bidders are advised that:

- a. If "services" are to be performed pursuant to this solicitation, they must be provided in all respects as specified in the 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. PREPARATION OF BID

- a. The Bidder 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 the Bidder's risk.
- b. Bidder 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 bid.
- c. The Bidder must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
- d. In preparing the bid, the Bidder 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.

6. EXPLANATIONS TO BIDDERS

- a. Any explanation desired by an Bidder 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 Bidders before the date that bids 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 in solicitation due date. 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 Bidder relating to this solicitation will be provided in writing to all prospective Bidders in the form of an amendment if, in the Contracting Officer's judgment, the information is necessary to the preparation and/or submittal of bids, or lack of such information would be otherwise prejudicial to other prospective Bidders.
- c. Oral explanations, representations or instructions of any kind relating to the subject matter of this solicitation 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 Bidder 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 Bidder.

7. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF BIDS

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

8. RESPONSIVE BID

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

9. WITHDRAWAL OF BIDS

Bids to the solicitation may be withdrawn via email to the Contract Administrator if received prior to the due date for bids or proposals. WMATA reserves the right to accept any bid or proposal in its possession as of the due date.

10. BID ACCEPTANCE PERIOD AND BIDDER'S DEFAULT

- a. In order to allow for adequate evaluation, the acceptance period for this solicitation is one hundred twenty (120) calendar days after submittal date and time.
- b. By submission of its bid, Bidder agrees that it shall be irrevocable and shall remain available to WMATA to award a Contract pursuant to this solicitation for not less than the acceptance period. Bidder's failure to furnish required documents and/or to execute a Contract from WMATA in accordance with its bid, during the acceptance period shall constitute an Bidder's default.
- c. In the event of an Bidder's default, Bidder shall be liable to WMATA for all associated damages and costs, including without limitation, WMATA's "cost to cover." The "cost to cover" is the difference between the bid price and the price WMATA ultimately pays for the work encompassed in this solicitation, whether through award of a Contract to another Bidder, pursuant to this solicitation or otherwise.

11. BID MISTAKE

- a. An Bidder who seeks to withdraw its bid 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 Bidder will be permitted to withdraw its bid.
- b. For example, one common type of mistake is a mathematical error. 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 Bidder based upon the unit price, subject to the additional terms of this clause.
- c. An Bidder claiming a mistake shall, at the Contracting Officer's request, appear before the Contracting Officer to provide testimony and/or documentation that may include Bidder's computation sheets and calculations, to assist in WMATA's determination.
- d. Nothing contained herein shall preclude the Contracting Officer from allowing an Bidder 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.

12. PRE-AWARD INFORMATION/CONTRACTOR RESPONSIBILITY

- a. In order to be eligible for award of a Contract, an Bidder must affirmatively demonstrate to the Contracting Bidder's satisfaction that it is responsible for purposes of contract award. 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 demonstrate responsibility may result in rejection of Bidder as non-responsible.

- b.** Attach as Schedule Five (5) financial statements and letters from banks regarding credit to support your bid to questions regarding financial resources available as working capital for the Contract.

 - i)** The Contracting Officer may conduct a pre-award survey and/or take other actions to obtain information regarding the Bidder's responsibility. The bidder shall promptly supply information that the Contracting Officer requests regarding its responsibility, in such manner and form as he or she requests.
 - ii)** The Bidder's failure to supply this information or otherwise fully cooperate with WMATA's inquiry may result in a determination that the bidder is not responsible for purposes of this solicitation and thereby ineligible for award.
- c.** The Contracting Officer may conduct a pre-award survey and/or take other actions to obtain information regarding the Bidder's responsibility. The bidder shall promptly supply information that the Contracting Officer requests regarding its responsibility, in such manner and form as he or she requests.

13. PRE-AWARD MEETING

WMATA reserves the right to require that a pre-award meeting be held with the apparent successful Bidder prior to Contract award to review Bidder's understanding of the Contract's requirements and/or further assist WMATA in determining Bidder'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 requested by the Contracting Officer, representative(s) of one or more major subcontractor(s).

14. BASIS FOR CONTRACT AWARD

- a.** Award(s) of this Contract will be made based solely on the lowest price as stated in the Price Schedule, to Bidder(s) (i) whose bid is judged to be responsive to the terms

of the solicitation and (ii) who demonstrates to the Contracting Officer's satisfaction that it is responsible for purposes of award of this Contract.

- b. Except when awarding a requirements contract, WMATA may make multiple awards if the Contract is being awarded by line item or if the solicitation indicates the number of low bidders to whom awards may be made. (ex. 2 or 3 lowest bidders)
- c. WMATA reserves the right to reject all bids and cancel this solicitation at any time prior to award.
- d. Award notices posted on WMATA's web page (or supplier portal) and/or emailed to the successful Bidder(s) within the acceptance period shall result in a binding Contract(s) without further action by either party.
- e. 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.

15. EQUAL EMPLOYMENT OPPORTUNITY

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

16. REQUIREMENT FOR COST DATA FOR CONTRACT AWARD

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

17. WMATA'S TAX EXEMPT STATUS

- a. Pursuant to Section 78 of WMATA's 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, fines or any other forms of pre-judgment interest.
- c. By submitting the bid, Bidder certifies that none of the taxes that WMATA is exempt from are included in its bid.
- 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, (or within 30 days of when an event should have been discovered), of matters that may have resulted in an over charge to WMATA because of inclusion of taxes in the

Contract price from which WMATA is exempt 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.

18. 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. Bidders shall attach to any proprietary data submitted with the bid the following legend:

- a. "The 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 bid. If a Contract is awarded on the basis of this bid, WMATA shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose consistent with the execution of the Contract.
- b. This legend 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 limitations, WMATA, its employees or its agents may duplicate, use, and disclose in any manner and for any purpose whatsoever, all data furnished in bid to this solicitation.

19. ENGLISH 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.
- b. All pricing shall be in United States dollars.

20. 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 Bidder 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 bid as incorporated into this Contract may be subject to release by WMATA in the ordinary course of business or in bid to a request for records made pursuant to the PARP.
- d. Upon WMATA's request, the successful Bidder 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 Bidder claims are confidential. By identifying portions or pages of the bid/proposal as confidential, the successful Bidder warrants that it customarily and actually treats the identified portions or pages as confidential. If the successful Bidder's bid/proposal is responsive to a PARP request, WMATA will require Bidder to sign a statement affirming that Bidder customarily and actually treats as confidential all information redacted by Bidder. If any of Bidder's redactions are challenged through a PARP appeal or otherwise, the proposer shall assist WMATA in defense of Bidder's redactions and reimburse WMATA for any and all damages, liabilities, fees, and other costs incurred by WMATA in defense of Bidder's redactions.

21. 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 of the PPM. 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 Authority'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. Nothing contained herein or in the FTA Circular shall be construed to define WMATA as a federal agency. Legal action, if permitted, contesting WMATA's decisions is governed by the Washington Metropolitan Area Transit Authority Compact, Pub. L. No. 89--774, 80 Stat. 1324 (1966), as amended. Nothing herein shall be construed as a waiver of any of WMATA's immunities from suit.

PRE-AWARD EVALUATION DATA

PROJECT DESCRIPTION: Preventive and Corrective Maintenance for Shop Support Equipment

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?
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 bidder? 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 bidder?
If the answer is yes, attach as Schedule Four (4), the full particulars regarding each occurrence.
11. Financial resources available as working capital for the Contract:
 - a. Cash on hand: \$ _____
 - b. Sources of credit: _____
12. Attach as Schedule Five (5) financial statements and letters from banks regarding credit as required by the "Pre-Award Information" article.
13. What percentage of work (Contract amount) does your firm intend performing with its own personnel? %.
14. Attach as Schedule Six (6), a list of all principal subcontractors and the percentage and character of work (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.



Washington Metropolitan Area Transit Authority

Contract ID: CSVMT233052-FYW Solicitation ID: WMATA-0000009065

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: _____



TECHNICAL SPECIFICATIONS -- SCOPE OF WORK

Introduction

Washington Metropolitan Area Transit Authority (WMATA) Office of Bus Maintenance (BMNT) and Service Vehicles Maintenance (SVMT) seeks to obtain a multi-year contract with three (3) base years with two (2) one (1) year option periods to provide inspection, maintenance, and repair services for various types of Shop Support Vehicles and Equipment at several WMATA locations.

Benefits of this solicitation are tied directly to Authority wide objectives to offer reliable, convenient, affordable and comfortable services to attract and maintain ridership on MetroBus; and safety of its employees.

Background

WMATA's Metrobus has a vigorous vehicle Fleet made up of buses and service vehicles with various Make/Model/Year of Heavy, Medium and Light Trucks, Pick Up Trucks, Sedans, Police Cruisers and Motorcycles. BMNT and SVMT have a robust and comprehensive maintenance program which requires Shop Support Vehicles and Equipment to maintain both Bus and Service Vehicle Fleets in a State of Good Repair (SGR), as required by Federal Transit Administration (FTA) guidelines.

SVMT manages all Shop Support Vehicles and Equipment, such as such as ATVs, Bob Cats, Golf Carts, Forklifts, Floor Scrubbers, Tractors, Trailers and Utility Vehicles (**Attachment A**).

Shop Support Vehicles and Equipment are assigned to different Maintenance Garages located in the District of Columbia, Maryland, and Virginia.

Technical Specifications

All maintenance activities shall be performed on WMATA's Shop Support Vehicles and Equipment, as per OEM recommendations.

- Preventive Maintenance (PM) Inspections: Annual Schedule
- Corrective Maintenance (CM) Repairs: Service Calls

Scope of Work

It is the intent of the Authority to make one or more awards to provide service and maintenance of its 182 Units of Shop Support Vehicles and Equipment, listed below, as per original equipment manufacturer (OEM) recommendations to the lowest priced responsive and responsible bidders.

EQUIPMENT LIST			
TYPE	UNITS	TYPE	UNITS
ATVS	5	VACUUMS	7
BOBCATS	4	FORKLIFTS	32
CARTS	3	LOT SWEEPERS	2
GOLF CARTS	3	SCOOTERS	5
UTILITY CARTS	12	SNOW BLOWERS	20
FLOOR SCRUBBERS	72	TRACTORS	17
TOTAL UNITS: 182			
See Attachment A for the complete list of equipment manufacturer and model descriptions NOTE: TYPES OF EQUIPMENT AND NUMBER OF UNITS ARE SUBJECT TO CHANGE.			

All maintenance activities on Shop Support Vehicles and Equipment are to be performed at various BMNT/SVMT maintenance facilities.

WMATA will provide PM Inspection Schedule(s) for Shop Support Vehicles and Equipment and their respective locations upon Contract Award to the successful bidders.

Experience Submittals

The following must be submitted with the bid:

- Bidder(s) shall submit, on company letterhead, information pertaining to at least three (3) years of experience with providing on-site maintenance and repair services for Shop Support Vehicles and Equipment; and demonstrate having worked successfully with government organizations
- Description of past-experience and performance on a minimum of three (3) Contracts similar in nature to the work required in the scope of work.
- Three (3) references to include the contract numbers, client and contact persons).

Deliverables

Upon Contract Award(s), Contractor(s) shall –

- Obtain the most current OEM Service & Parts Manuals for each type of Shop Support Vehicle and/or Equipment to be serviced.
- Provide for each type of Shop Support Vehicle and/or Equipment the following to WMATA for review and approval –
 - OEM recommended PM Check Lists with OEM Part Numbers.
 - 'Preferred Customer' Price Lists for all commonly used/recommended OEM Parts.
 - Contact information for service calls during regular business hours.

Bidder(s) shall ensure that all PM Inspections on each type of Shop Support Vehicle and/or Equipment are performed as scheduled. PM Inspections shall include, but not limited to replacement of Parts, functional / operational tests, battery load tests, torque check of hardware fasteners, fluid level checks and top-off, as applicable; and minor adjustments/repairs.

NOTE: Shop Support Equipment locations and PM inspection/service schedules to accommodate eight (8) hours of work per day will be provided to the successful Contractor(s) after Contract Award.

- Bidder(s) shall provide –
 - Trained, competent and qualified/certified Maintenance Mechanics/Technicians who are fully conversant with OEM recommended maintenance practices to inspect, troubleshoot, diagnose equipment malfunctions, and take appropriate corrective action, effectively and efficiently.
 - All parts, materials, tools, and equipment required for their maintenance crews to accomplish service and maintenance tasks, as per OSHA and ANSI standards.
- Upon completion of work, the Contractor(s) maintenance crew shall provide a copy of the Work Order to the WMATA's authorized personnel on-site with the following information:
 - Date of Service & Location
 - Equipment Description & Asset Number
 - Mechanic's Name
 - Time In & Time Out
 - Description of Service & Parts/Materials Used
 - Defects Found & Repairs Made

○ Additional Defects Found

- Contractor(s) shall provide specific and detailed information on the Shop Support Equipment requiring additional repairs to WMATA's authorized personnel and discuss repair options including list of parts and an estimate for repairs (parts & labor).
- WMATA authorized personnel will review the proposed options to determine if repairs are to be made or not.
- The Contractor(s) shall not perform any repair or maintenance work, unless approved by the designated Contracting Officers Technical Representative (COTR) / designee, or by authorized personnel.
- Contractor(s) shall be responsible for providing transportation/travel time to its maintenance personnel for travel to WMATA maintenance facilities.
- The Contractor(s) shall respond to all service calls for unscheduled maintenance on the same day of receiving the call; and shall dispatch Certified Mechanic(s)/Technicians within two (2) days (48 hours) of a service call, to report at the required location with all pertinent tools/equipment and necessary parts and materials for inspection and or repair services.
- In the event the Contractor is unable to complete a service call due to lack of parts, equipment, or manpower, a 24-hour window shall be granted for time to obtain required items/personnel and to complete the service call requests.

NOTE: The Contractor will only be paid for actual services authorized and rendered.

Location of Work and Constraints

Contractor(s) maintenance crew will be required to Attend a Safety Training at WMATA, after contract award. All new employees hired during the contract performance period will also be required to attend the Safety Training.

- Contractor(s)' maintenance crew must adhere to all WMATA rules and policies in place and wear prescribed PPE.
- Work shall be performed at scheduled locations between the hours of 5:30 AM and 2:00 PM, or as determined by WMATA (Monday thru Friday), excluding holidays.

WMATA SERVICE VEHICLE & BUS MAINTENANCE LOCATIONS		
SERVICE VEHICLE MAINTENANCE	Andrews Shop 7541 Andrews Federal Campus Drive Suitland MD 20746	Carmen Turner Shop (Bldg. G) 3500 Pennsy Drive Hyattsville MD 20785
	Alexandria Shop 3101 Eisenhower Avenue Alexandria VA 22314	
BUS MAINTENANCE	Andrews Heavy Overhaul Shop 7541 Andrews Federal Campus Drive Suitland MD 20746	Support Services Shop (Bldg. F) 3500 Pennsy Drive Hyattsville MD 20785
	Andrews Bus Division 7541 Andrews Federal Campus Drive Suitland MD 20746	Cinder Bed Road Bus Division 7901 Cinder Bed Road Lorton, VA 22202
	Four Mile Bus Division 3501 South Glebe Road Arlington, VA 22202	Landover Bus Division 3433 Pennsy Drive Landover, MD 20785
	Montgomery Bus Division 5400 Marinelli Road Rockville, MD 20852	Southern Avenue Bus Division 1301 Boones Hill Road Capital Heights, MD 20743
	Shepherd Parkway Bus Division 2 DC Village Lane, SW Washington, DC 20032	Western Bus Division 5230 Wisconsin Ave, NW Washington, DC 20016
	Bladensburg Bus Division 2251 26th Street, NE Washington, DC 20018	
	FUTURE LOCATIONS	
	West Ox Bus Division 4960 Alliance Drive Fairfax, VA 22030	Northern Bus Division 4615 14th Street NW Washington, DC 20011

NOTE: WMATA facilities are secure locations. All Contractor personnel will need WMATA issued Identification Badges and clearance to gain entry and perform the required work.

Performance and Acceptance Criteria

Contractor(s)' shall use OEM Parts or approved equals to service and repair WMATA's Shop Support Vehicles and Equipment. Materials furnished by contractor shall conform to the specifications of this agreement, be of good quality and free of faults and defects and be in accordance with the requirements of all applicable government authorities.

- Contractor(s)' maintenance crews shall affix a Service Certification Label/Decal on the equipment upon completion of inspection for safe operation; and provide a detailed inspection report and assist SVMT with interpretation of results and recommend corrective action repairs for each piece of equipment.
- It shall be the Contractor(s)' responsibility to ensure that all maintenance work is performed to WMATA's satisfaction and requirements of this contract.
- WMATA may randomly inspect the quality of work and parts/materials used, both on WMATA property and/or at the Contractor(s)' facilities; and any services not meeting WMATA standards will be rejected.



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- In cases where quality issues persist, it shall be the Contractor(s)' responsibility to make any necessary corrections at their cost.

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Attachment A

BMNT-SVMT SHOP SUPPORT VEHICLES & EQUIPMENT LIST									
DESCRIPTION	MAKE	MODEL	UNITS		DESCRIPTION	MAKE	MODEL	UNITS	
ATVS	KAWASAKI	MULE3X	4	5	FORKLIFTS	CATERPILLAR	DP40N1	4	
	POLARIS	RANGER 700	1			CLARK	C40L	9	
BOBCATS	BOBCAT	3600	4	4		DOOSAN	G30E3	1	
CARTS	JOHN DEERE	GATOR TE 4X2	1	YALE		MITSUBISHI	FGC40K6	6	
	KAWASAKI	KAF400A	2			GDP060LCJUBV086	1		
GOLF CARTS	CUSHMAN	SHUTTLE2+2	3			3	GDP080VXNCSF086	2	
UTILITY CARTS	CUSHMAN	TITAN 36V	1			12	GDP080VXNKG8086	4	
	GEM	EM1400LSV	7				GDP080VXNCSF086	1	
	TAYLOR-DUNN	SS-346	4	GLC060VXNVRV086			1		
FLOOR SCRUBBERS	ADVANCE (NILFISK)	28D	3	72		LOT SWEEPERS	BOBCAT	60 SWEEPER	2
		32DC	13			SCOOTERS	TEXTRON	WORK HORSE	4
		345T	1		GEM	E823	1		
		CONDOR 4330C	1		SNOW BLOWERS	BOBCAT	SB240	2	
		CS 700-48LP HYBRID	1			TORO	HD 928 OHKE(38801)	18	
		CS7000	4		TRACTORS	NORTH	3010	1	
		CS7010	1			FORD	60-D	1	
		CS7010 48D	2			MASSEY FERGUSON	MF1329	1	
		SC300X20D	1			TUG TECHNOLOGIES	MA30-14	1	
		SC800 28C	1				MA30-23	3	
		SC900 ST 34D	12				MA30-36	2	
		SC6000 36C	1				MA30-44	7	
		SC6300 45C ECOFLEX	2				MRB-36	1	
		WARRIOR 32D-C	1		VACUUMS	BILLY GOAT	MV630SPH	7	
		WARRIOR ST 32D	20		TOTAL				
		36311710	2						
	CLARK	303968	1						
		RPS	GTX 34-D		1				
								182	

PRICE SCHEDULE SHEET

This is an indefinite-delivery, indefinite quantity (IDIQ) contract for preventive and corrective maintenance for Shop Support Equipment. The quantities of supplies and services described in the Attachment A are estimates only and will not entitle the contractor to any equitable adjustment. The minimum guaranteed amount is \$25,000.00 over the life of the Contract. The maximum guaranteed amount is \$200,000.00 over the life of the contract.

The Authority may make one or more awards based on the line items from this solicitation to the lowest responsive responsible bidder(s). The price schedule does not require the bidder(s) to bid in aggregate.

Period of performance: Three (3) year base period with two (2) one-year option periods. Each year to be priced separately for both Preventive and Corrective Maintenance Services.

***The submitted hourly rate must be fully loaded to include, all small tools, consumables, And incidentals not otherwise covered by the OEM or approved equal parts cost.**

Price Schedule Sheet Three (3) year base period: Preventive Maintenance				
	EQUIPMENT DESCRIPTION	Estimated Quantities	Estimated HOURS	*Hourly Rate
1	ATV's	5	1	\$
2	Bobcats	4	1	\$
3	Carts	3	1	\$
4	Golf Carts	3	1	\$
5	Utility Carts	12	1	\$
6	Floor Scrubbers	72	1	\$
7	Forklifts	32	1	\$
8	Lot Sweepers	2	1	\$
9	Scooters	5	1	\$
10	Snow Blowers	20	1	\$
11	Tractors	17	1	\$
12	Vacuums	7	1	\$
Percent (%) Parts Discount Off OEM or Approved Equal Parts MSRP				%
Total:				\$

Price Schedule Sheet Three (3) year base period: Corrective Maintenance				
	EQUIPMENT DESCRIPTION	Estimated Quantities	Estimated HOURS	*Hourly Rate
1	ATV's	5	1	\$
2	Bobcats	4	1	\$
3	Carts	3	1	\$
4	Golf Carts	3	1	\$
5	Utility Carts	12	1	\$
6	Floor Scrubbers	72	1	\$
7	Forklifts	32	1	\$
8	Lot Sweepers	2	1	\$
9	Scooters	5	1	\$
10	Snow Blowers	20	1	\$
11	Tractors	17	1	\$

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12	Vacuums	7	1	\$
Percent (%) Parts Discount Off OEM or Approved Equal Parts MSRP				%
Total:				\$

Price Schedule Sheet First (1 st) option year: Preventive Maintenance				
	EQUIPMENT DESCRIPTION	Estimated Quantities	Estimated HOURS	Hourly Rate
1	ATV's	5	1	\$
2	Bobcats	4	1	\$
3	Carts	3	1	\$
4	Golf Carts	3	1	\$
5	Utility Carts	12	1	\$
6	Floor Scrubbers	72	1	\$
7	Forklifts	32	1	\$
8	Lot Sweepers	2	1	\$
9	Scooters	5	1	\$
10	Snow Blowers	20	1	\$
11	Tractors	17	1	\$
12	Vacuums	7	1	\$
Percent (%) Parts Discount Off OEM or Approved Equal Parts MSRP				%
Total:				\$

Price Schedule Sheet First (1 st) option year: Corrective Maintenance				
	EQUIPMENT DESCRIPTION	Estimated Quantities	Estimated HOURS	Hourly Rate
1	ATV's	5	1	\$
2	Bobcats	4	1	\$
3	Carts	3	1	\$
4	Golf Carts	3	1	\$
5	Utility Carts	12	1	\$
6	Floor Scrubbers	72	1	\$
7	Forklifts	32	1	\$
8	Lot Sweepers	2	1	\$
9	Scooters	5	1	\$
10	Snow Blowers	20	1	\$
11	Tractors	17	1	\$
12	Vacuums	7	1	\$
Percent (%) Parts Discount Off OEM or Approved Equal Parts MSRP				%
Total:				\$

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Price Schedule Sheet Second (2nd) option year: Preventive Maintenance				
	EQUIPMENT DESCRIPTION	Estimated Quantities	Estimated HOURS	*Hourly Rate
1	ATV's	5	1	\$
2	Bobcats	4	1	\$
3	Carts	3	1	\$
4	Golf Carts	3	1	\$
5	Utility Carts	12	1	\$
6	Floor Scrubbers	72	1	\$
7	Forklifts	32	1	\$
8	Lot Sweepers	2	1	\$
9	Scooters	5	1	\$
10	Snow Blowers	20	1	\$
11	Tractors	17	1	\$
12	Vacuums	7	1	\$
Percent (%) Parts Discount Off OEM or Approved Equal Parts MSRP				%
Total:				

Price Schedule Sheet Second (2nd) option year: Corrective Maintenance				
	EQUIPMENT DESCRIPTION	Estimated Quantities	Estimated HOURS	Hourly Rate
1	ATV's	5	1	\$
2	Bobcats	4	1	\$
3	Carts	3	1	\$
4	Golf Carts	3	1	\$
5	Utility Carts	12	1	\$
6	Floor Scrubbers	72	1	\$
7	Forklifts	32	1	\$
8	Lot Sweepers	2	1	\$
9	Scooters	5	1	\$
10	Snow Blowers	20	1	\$
11	Tractors	17	1	\$
12	Vacuums	7	1	\$
Percent (%) Parts Discount Off OEM or Approved Equal Parts MSRP				%
Total:				\$

Printed Name _____

Authorized Signature _____

Company Name _____

Email _____ Phone _____

REPRESENTATIONS AND CERTIFICATIONS

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1. TYPE OF BUSINESS ORGANIZATION

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

Name	Signature
Title	Company
Date	

2. AFFILIATION AND IDENTIFYING DATA

Each Bidder 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 Bidder. 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 Bidder's basic business policy decisions, such other company is considered the parent of Bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, Contractual arrangements or otherwise.
- b. If Bidder 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 Bidder 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). Bidder E.I. N.: _____ or, Parent Company's E.I. N.: _____

Name	Signature
Title	Company
Date	

3. COVENANT AGAINST GRATUITIES

By submission of this bid, Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement: Neither it nor any

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of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any Board member, employee or agent of WMATA with the view toward securing favorable treatment in the awarding or administration of this Contract.

Name	Signature
Title	Company
Date	

4. CONTINGENT FEES

By submission of this bid, Bidder certifies, and in the case of a joint bid, 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 Bidder) 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 Bidder) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract.

Name	Signature
Title	Company
Date	

5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- a. By submission of its bid, Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
 - i) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or with any other competitor;
 - ii) Unless otherwise required by law, the prices that are quoted in this bid have not been knowingly disclosed by Bidder and will not be knowingly disclosed by Bidder prior to award (in the case of a negotiated

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procurement), directly or indirectly, to any other Bidder or to any competitor; and

- iii) No attempt has been made or will be made by Bidder to induce any other person or firm to submit or not to submit an bid for the purpose of restricting competition.

b. Each person signing this bid certifies that:

- i) He or she is the person in Bidder's organization responsible for the decision regarding the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to a) through c) above; or
- ii) He or she is not the person in Bidder's organization responsible for the decision regarding the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to a) through c) above, or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

6. NONDISCRIMINATION ASSURANCE

- a. By submission of this bid, Bidder certifies, and in the case of a joint bid, 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. Bidder 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. Bidder further agrees by submitting this bid that it will include this certification, without modification, in all subcontracts and purchase orders.

Name	Signature
Title	Company
Date	

7. DISCLOSURES OF INTERESTS OF WMATA BOARD MEMBERS

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

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interests include ownership interests and prospective and actual income. Firm includes parents, subsidiaries and affiliates. By submission of this bid, Bidder certifies, and in the case of a joint bid, 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
Household Member or
Business Associate

Nature of Interest

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

Name	Signature
Title	Company
Date	

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

By submission of this bid, Bidder 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

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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. Bidder 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.** Bidder 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.** Bidder 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.

Name	Signature
Title	Company
Date	

9. CERTIFICATION REQUIRED FOR ALL SAFETY-SENSITIVE CONTRACTS

N/A

10. NON-DISCLOSURE AND DATA ACCESS SUPPLEMENTAL TERMS

N/A



SPECIAL TERMS AND CONDITIONS

1. COMMUNICATIONS WITH WMATA

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

Felicia Walker, Email: Fwalker1@wmata.com, Phone: (202) 962-1893

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

2. PRE-BID CONFERENCE: N/A

For the purpose of clarifying the terms, conditions, and requirements of this solicitation, a pre-bid conference will be held to respond to questions by prospective bidders. This conference will be held at a.m. /p.m. on in the Lobby Level Meeting Room of WMATA Jackson Graham Building, 600 5th Street, N.W., Washington, D.C. 20001 as well on a dedicated WMATA conference line. It is requested that bidders submit their questions in writing, whether in advance of the meeting or during the meeting. Questions from the floor, however, are permissible.

3. REQUIREMENTS CONTRACT: N/A

- a. This is a requirements Contract. A requirements contract provides the Contractor with both the legal right and the legal duty to supply goods and/or services in an amount that is determined by WMATA's needs, rather than by a fixed quantity. If, however as the result of an urgent need, WMATA requires any quantity of goods or services before the date otherwise specified under this Contract, and if the Contractor will not accept an order providing for the accelerated delivery, WMATA may acquire the urgently required goods or services from another source.
- b. If the Contractor is unable or otherwise fails to provide goods or services within the timeframes required in this Contract, WMATA reserves the right to procure them from any other source and in any other manner it deems appropriate. Nothing contained herein shall be deemed to waive, modify or impair WMATA's right to treat such failure as a material breach of the Contractor's obligations pursuant to the "Default" article of this Contract, or to pursue any other remedy to which WMATA may be entitled pursuant to this Contract at law or in equity.

4. INDEFINITE QUANTITY CONTRACT

- a. This is an indefinite-quantity Contract for the supplies or services specified, and effective for the period of performance stated in the Price Schedule. The quantities of supplies and/or services specified in the Price Schedule are estimates only.
- b. Delivery or performance shall be made only as the Contracting Officer authorizes through orders made in accordance with the "Ordering" and "Order Limitations" articles. The Contractor shall furnish to WMATA, when and if ordered, the supplies

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and/or services specified in the Price Schedule up to and including the quantity designated in the Price Schedule as the "maximum." WMATA shall order at least the quantity of supplies and/or services designated in the Price Schedule as the "minimum."

- c. There is no limit on the number of orders that may be issued other than any limitations imposed by the "Order Limitations" clause. WMATA may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. This Contract and WMATA's Procurement Procedures Manual (PPM) shall govern the parties' rights and obligations regarding that order to the same extent that they would have governed the order had it been completed during the Contract's effective period.

5. ORDERING

- a. The Contracting Officer shall order any supplies and/or services to be furnished under this Contract by the issuance of delivery orders or task orders. Such orders may be issued throughout the Period of Performance.
- b. All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of a conflict between a delivery order or task order and this Contract, this Contract shall control.
- c. If mailed, a delivery order or task order is considered "issued" when WMATA places the order in the mail. Orders may be issued electronically if authorized by the Price Schedule.

6. ORDER LIMITATIONS

- a. The minimum dollar amount which will be required under this IDIQ contract, and which will be initiated by one or more Orders, is \$25,000 over the life of the Contract (includes base and option years).
- b. The maximum dollar amount which will be required under this IDIQ contract, and which will be initiated by one or more orders, shall not exceed the total value of the price scheduling sheet (includes base and option years).

7. BID GUARANTEE - N/A

8. SITE VISIT/INSPECTION BIDDER'S FACILITIES: N/A

A successful Bidder 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 Bidder's facilities. This will include _____ (CA TO DETERMINE) and also to verify that necessary equipment, supplies, etc. are readily available.

9. PERFORMANCE/PAYMENT BONDS: N/A

The successful bidder shall, within the time established in this Contract and as a condition to issuance of a Notice to Proceed, furnish performance and payment bonds, if applicable, on forms acceptable to WMATA and in the amounts indicated in this Contract.

10. PERIOD OF PERFORMANCE

- a. The period of performance commences from the date of award or notice to proceed whichever is earlier and continues through the exercise of any option, if applicable.

11. OPTIONS-EVALUATION

- a. In awarding this Contract, the Contracting Officer shall evaluate Bids for any option quantities or periods contained in a solicitation in accordance with PPM §§ 4-21 through 4-23.

12. OPTIONS- EXERCISE

- a. When exercising an option, the Contracting Officer shall provide written notice to the Contractor within a reasonable amount of time before exercising the option.
- b. When the Contract provides for economic price adjustment and the Contractor requests a revision of the price, the Contracting Officer shall determine the effect of the adjustment on prices under the option before the option is exercised.
- c. In accordance with PPM § 4-23, the Contracting Officer may exercise options only after determining that
 - i) Funds are available;
 - ii) The requirement covered by the option fulfills an existing WMATA need
 - iii) The exercise of the option is the most advantageous method of fulfilling WMATA's needs, when price and other factors are considered;
 - iv) Contractor is not listed in the System for Award Management's Exclusions (See www.sam.gov)
 - v) The Contractor's past performance evaluations on other Contract actions have been considered; and

- vi) The Contractor's performance on this Contract has been acceptable in that it received satisfactory ratings.
- d. The Contracting Officer, after considering price and other factors, shall make the determination on the basis of one (1) of the following:
 - i) A new solicitation fails to produce a better price or a more advantageous bid than that offered by the option. If it is anticipated that the best price available is the option price or that this is the more advantageous bid, the Contracting Officer should not use this method of testing the market.
 - ii) An informal analysis of prices or an examination of the market indicates that the option price is better than prices available in the market or that the option is the more advantageous bid.
 - iii) The time between the award of the Contract containing the option and the exercise of the option is so short that it indicates the option price is the lowest price obtainable or the more advantageous bid. The Contracting Officer shall take into consideration such factors as market stability and comparison of the time since award with the usual duration of Contracts for such supplies or services.
- e. The determination of other factors under subparagraph (d):
 - i) Should take into account WMATA's need for continuity of operations and potential costs of disrupting operations; and
 - ii) May consider the effect on DBEs.
- f. Before exercising an option, the Contracting Officer shall make a written determination for the Contract file that the exercise is in accordance with the terms of the option, and the requirements of this clause. To satisfy requirements for full and open competition, the option must have been evaluated as part of the initial competition and be exercisable at an amount specified in or reasonably determinable from the terms of this Contract, such as:
 - i) A specific dollar amount;
 - ii) An amount to be determined by applying provisions (or a formula) provided in this Contract, but not including renegotiation of the price for work in a fixed-price type Contract;
 - iii) In the case of a cost-type Contract, if--

- 1) The option contains a fixed or maximum fee; or
- 2) The fixed or maximum fee amount is determinable by applying a formula contained in this Contract;
- iv) A specific price that is subject to an economic price adjustment provision; or
- v) A specific price that is subject to change as the result of changes to prevailing labor rates provided by the U.S. Secretary of Labor.
- g. The Contract modification or other written document that notifies the Contractor of the exercise of the option shall cite this article as authority.

13. OPTION FOR INCREASED OR DECREASED QUANTITIES OF SUPPLIES

- a. WMATA may increase or decrease the quantities of supplies called for in the Price Schedule, at the unit price specified. WMATA may also require the delivery of a numbered line item, identified in the Price Schedule as an option item, in the quantity and at the price stated in the Price Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within a reasonable amount of time before exercising the option. Delivery of the added items shall continue at the same rate as the like items called for under the Contract, unless the parties agree otherwise.

14. OPTIONS TO EXTEND SERVICES

- a. WMATA may require continued performance of any services within the limits and at the rates specified in this Contract. These rates may be adjusted only as a result of revisions to the prevailing labor rates provided by the U.S. Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance thereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within a reasonable amount of time exercising the option.

15. RIGHT TO EXTEND CONTRACT PERIOD OF PERFORMANCE

- a. WMATA may unilaterally extend the period of performance for the work under this contract by written notice to the Contractor. The Contractor must accept any reasonable extension and continue performance without interruption. The Contractor's sole remedy following WMATA's exercise of its unilateral right to extend performance is to submit a claim for an equitable adjustment to the Contract price.
- b. If WMATA exercises this unilateral right, the extended contract shall incorporate the new period of performance. Any additional options remaining under the contract will be appended to and remain available through the new period of performance.

- c. The total duration of this contract shall include any extensions as well as option periods. In no event shall the total duration of the contract extend beyond the maximum term permitted by the Federal Transit Administration, if otherwise made applicable to this contract elsewhere.

16. OPTIONS EXERCISED OUT OF SEQUENCE

- a. WMATA may exercise options at any time, including during the base period, and in any sequence, even if it varies from the order in which the options appear in the Price Schedule. The Contractor may be entitled to an equitable adjustment in the Contract price, if exercising the option out of sequence causes any undue delay in performance of this Contract. If options are extended during the base period or out of sequence, any previously agreed to economic price adjustment for exercise of the option may not apply, at the Contracting Officer's discretion.

17. 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. Bid 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 bids and WMATA determines that they fully meet the salient characteristics (physical, functional, or performance) requirements in the solicitation
- b. Unless the Bidder clearly indicates in its bids that it is offering an "equal" product, the Bid shall be considered as offering a brand name product referenced in the solicitation.
- c. If the Bidder 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 bids. WMATA, at its sole discretion, must be able to determine equality without an extensive evaluation. Thus, if the Bidder has some information demonstrating equality of the proposed equal, such as acceptance by another transit agency, it should submit such documentation with its Bidder.
- d. **CAUTION TO BIDDERS** WMATA is not responsible for locating or securing any information that is not identified in its bid and reasonably available to WMATA. The Bidder 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.

18. INDEMNIFICATION

- a. Contractor shall indemnify, defend and hold harmless WMATA, its Board members, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorneys' fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and

WMATA, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work and/or any acts in connection with activities to be performed under this Contract, unless the loss or damage is due to the sole negligence of WMATA. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any of its obligation under this Contract.

- b. Contractor shall indemnify, defend and hold harmless WMATA, its Board members, employees and agents, against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys' fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the job site. The foregoing indemnity does not apply to loss or damage due to preexisting conditions, whether known or unknown.
- c. If any action or proceeding relating to this indemnification is brought against WMATA, then upon written notice from WMATA to the Contractor, the Contractor shall, at its own expense, resist or defend such action or proceeding by counsel approved by WMATA in writing. No approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. WMATA reserves the right to use its own counsel under this indemnity at Contractor's sole cost and expense.
- d. Contractor understands and agrees to its responsibility to provide indemnification to WMATA pursuant to this clause. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements. The failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation hereunder.

19. LIQUIDATED DAMAGES FOR DELAY: N/A

- 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 _____ 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.

20. LIVING WAGE

- a. WMATA's Living Wage Policy and implementing regulations apply with respect to all contracts for services (including construction) awarded in an amount that exceeds \$250,000 in a twelve (12) month period. If this Contract meets those criteria, the following requirements are applicable:

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

- b. The Contractor shall:

- i) Pay WMATA's living wage rate, effective during the time the work is performed, to all employees who perform work under this Contract;
- ii) Include this "Living Wage" article in all subcontracts that exceed \$250,000 in a twelve (12) month period awarded under this Contract;
- iii) Maintain payroll records, in accordance with the requirements of this Contract, and include a similar provision in affected subcontracts that requires the subcontractor to maintain its payroll records for the same length of time; and
- iv) Certify with each monthly invoice that WMATA's living wage rate was paid to affected employees, or if applicable, certify prior to Contract award or Contract extension, if any, that one or more of the exemptions in paragraph (d) below applies.
- v) The Contractor shall not split or subdivide this Contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor to avoid compliance with this "Living Wage" article

- c. Exemptions to this "Living Wage" article include:

- i) Contracts and agreements subject to higher wage rates required by Federal law or collective bargaining agreements;
- ii) Contracts or agreements for regulated utilities;
- iii) Emergency services to prevent or respond to a disaster or imminent threat to public health and safety;

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- iv) Contractor employees who work less than full time; and
- v) Contractors who employ fewer than ten (10) employees
- d. WMATA may adjust the living wage rate effective in January of each year. The adjustment will reflect the average living wage rate among Metro's Compact jurisdictions with living wage rates. If after Contract award the living wage rate increases, the Contractor is entitled to an equitable adjustment to the Contract price in the amount of the increase for employees who are affected by the escalated wage.
- e. Failure to comply with WMATA's Living Wage Policy shall result in WMATA's right to exercise available contract remedies, including contract termination, where no fraud is suspected.
- f. If fraud is suspected, WMATA's only remedy prior to adjudication by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

21. RETAINAGE

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

22. WARRANTY OF SUPPLIES

- a. All workmanship, parts and materials furnished for this Contract shall be unconditionally warranted by the Contractor against failures or defects for a period of one (1) year after WMATA accepts them or places them in service, whichever is earlier. The Contractor shall accept WMATA's records regarding the date the item was accepted or placed in service.
- b. In the event that any work, parts or materials covered by this Warranty fails during the Warranty period, the Contractor shall repair or replace the work within three (3) days without cost or expense to WMATA.

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

23. WARRANTY OF SERVICES

- a. Definitions.

"Acceptance," as used in this clause, means the act(s) of WMATA's authorized representative by which WMATA approves specific services, in partial or complete performance of the Contract.
- b. Notwithstanding inspection and acceptance by WMATA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written

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notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by WMATA. This notice shall state either -

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

24. SPARE PARTS

The contractor agrees to provide all spare parts necessary to repair and maintain all equipment and supplies under this Contract for a period of at least three years, beginning on the date of final acceptance of each shipment of equipment/supplies. All such parts shall be the functional equivalent of the original parts, and must be interchangeable with them to permit their continued use at the same performance levels without an increase in the contractor's catalog prices. When the contractor cannot provide spare parts within 90 days of WMATA's order, the contractor shall provide to WMATA, within five (5) business days of WMATA's request, all specifications, documentation, and necessary form, fit, and function data required to manufacture the functional equivalent of such parts by additive manufacturing. WMATA's additive manufacturing and any subsequent use will be for the sole purpose of enabling WMATA's continued use of the original equipment and supplies, including all reasonable modifications thereto.

25. CONSULTANT SERVICES

N/A



STANDARD TERMS AND CONDITIONS

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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_02082022.pdf.

Note: Please indicate any changes to Standard Terms and Clause here.

1. AGREEMENT
2. ARRANGEMENT OF CONTRACTUAL PROVISIONS
3. ORDER OF PRECEDENCE
4. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
5. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
6. FORCE MAJEURE/EXCUSABLE DELAYS/TIME EXTENSIONS
7. THE WMATA'S DELAY
8. NOTICE TO WMATA OF LABOR DISPUTES
9. NOTIFICATION OF BANKRUPTCY OR INSOLVENCY
10. INSPECTION OF SERVICES
11. INSPECTION OF SUPPLIES
12. ACCEPTANCE OF SUPPLIES
13. MATERIAL & WORKMANSHIP
14. CORRECTION OF DEFICIENCIES
15. FIRST ARTICLE INSPECTION
16. F.O.B. DESTINATION
17. QUALITY ASSURANCE/QUALITY CONTROL
18. CHANGE ORDERS
19. PRICING OF ADJUSTMENTS
20. ACCOUNTING AND RECORD KEEPING FOR ADJUSTMENTS
21. BILLING AND PAYMENT
22. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
23. SUBCONTRACTOR PAYMENTS
24. GARNISHMENT OF PAYMENTS
25. STOP WORK ORDERS
26. TERMINATION FOR DEFAULT
27. TERMINATION FOR CONVENIENCE
28. ASSIGNMENT
29. DISPUTES
30. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR CONSTRUCTION: N/A
31. TITLE AND RISK OF LOSS: N/A
32. INAPPLICABILITY OF CLAUSES REQUIRING UNAUTHORIZED OBLIGATIONS: N/A
33. PATENT INDEMNITY: N/A
34. SET-OFF
35. RIGHTS IN TECHNICAL DATA: N/A
36. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: N/A
37. ROYALTY INFORMATION: N/A
38. NONDISCRIMINATION ASSURANCE
39. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION
40. WALSH-HEALEY PUBLIC CONTRACTS ACT
41. DAVIS-BACON ACT: N/A
42. CONVICT LABOR
43. COVENANT AGAINST CONTINGENT FEES
44. SEAT BELT USE POLICY
45. SENSITIVE SECURITY INFORMATION
46. LAWS AND REGULATIONS
47. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
48. METRIC SYSTEM
49. MANDATORY DISCLOSURE

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- 50. EMPLOYMENT RESTRICTION WARRANTY
- 51. GRATUITIES
- 52. OFFICIALS NOT TO BENEFIT
- 53. ORGANIZATIONAL CONFLICTS OF INTEREST
- 54. CONTRACTOR PERSONNEL
- 55. FALSE STATEMENTS, CLAIMS OR SUBMISSIONS
- 56. PUBLIC COMMUNICATION
- 57. FEDERAL, STATE, AND LOCAL TAXES
- 58. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE
- 59. SEVERABILITY
- 60. SURVIVAL
- 61. GOVERNMENT-WIDE DEBARMENT OR SUSPENSION
- 62. PROGRESS PAYMENTS
- 63. SAFETY REQUIREMENTS
- 64. CRIMINAL BACKGROUND CHECK REQUIREMENT

MAPT Cooperative Rider Clause

[



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

I. Format

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

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

Virginia

- ✓ City of Alexandria
- ✓ Arlington County
- ✓ City of Fairfax

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

Other Local Governments

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

Public Authorities/Agencies

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

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

School Systems

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

BALTIMORE METROPOLITAN COUNCIL AGENCIES

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

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**MWCOG Rider
Clause Approval
Form Sample**

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

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

Participating Agency Name _____

Contact Person _____ Phone _____

_____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____ Address _____ City/State/Zip _____

Contact Person _____ Phone _____ Email Address _____

See questions on next page.

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Questions --

YES NO

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

<u>Participating Agency</u>	<u>Mid-Atlantic Purchasing Team</u>
Name _____	Name _____
Title _____	Title _____
Signature _____	Signature _____

Please return to purchasing@mwcoq.org



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APPENDIX



Appendix A - Insurance Requirements

EXHIBIT A

RE: SVMT Preventive & Corrective Maintenance Services Contract for Shop Support Equipment

I. 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		
	\$1,000,000	Combined Single Limit
Professional Liability		
	\$1,000,000	Each Claim

II. MINIMUM REQUIRED INSURANCE: MINIMUM INSURANCE COVERAGES AND COVERAGE PROVISIONS

- 1) Contractor is required to maintain the insurance outlined in this Exhibit A during the entire period of performance under this contract. Notice to Proceed (NTP) will not be issued until all required insurance has been 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.

III. 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.
- 5) MCS-90 Endorsement for work involving the transportation or disposal of any hazardous material or waste off of the jobsite. If the MCS-90 Endorsement is required, minimum auto liability limits of \$5,000,000 per occurrence are also required as is form CA 99 48, broadened coverage for pollution liability.
- 6) Non-Owned Disposal Site (NODS) Endorsement providing coverage for the Contractor's legal liability arising out of pollution conditions at the designated non-owned disposal site.

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.

IV. OTHER

Additional Insured

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

Waiver of Subrogation

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

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

Certificate of Insurance (COI)

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

The Certificate Holder box should read:

Washington Metropolitan Area Transit Authority
Office of Insurance
300 7th Street, SW
Washington, DC 20024

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.



Appendix B

NOTICE OF REQUIREMENTS FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) -- N/A



Appendix B-1

NOTICE OF REQUIREMENTS FOR SMALL BUSINESS ENTERPRISE (SBE) PROGRAM -- N/A

APPENDIX B-2

NOTICE OF REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM -N/A



Washington Metropolitan Area Transit Authority

Contract ID: CSVMT233052-FYW Solicitation ID: WMATA-0000009065

APPENDIX C

Contractor Oversight Certification -- N/A

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 bidders may not withdraw their bid.

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 bidders of a limited nature, whereby bidders may be given the opportunity to clarify certain aspects of their bid 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, workday 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 bidder, 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 bidder 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 bidders 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.

Bidder: A party submitting a bid 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 bidders.

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 the Contractor prepares for permanent structures, equipment, and systems it designed to comply with this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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