



Request For Quotation

Accessibility & Compliance Study

RFQ #: 0000010795

Point of Contact: Shameeka Morel

Date Issued: Apr 16, 2026 05:00 PM

Questions Due: 04/23/2026

Due Date/Time: May 01, 2026 05:00 PM

Email Address: smorel@wmata.com

NOTE:

The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified vendor to provide services in evaluating public transit systems and applying ADA, ABA, and PROWAG requirements across complex multimodal environments. The purpose of this engagement is to build internal WMATA capacity to conduct professional-grade accessibility audits of stations, vehicles, pedestrian pathways, bus stops, and customer-facing amenities. To that end, the Authority is issuing this Request for Quote (RFQ) to solicit quotations from qualified firms and individuals who can satisfy the requirements contained herein.

THIS REQUEST FOR QUOTATION IS BEING ISSUED UNDER THE SIMPLIFIED ACQUISITION PROCEDURES. SIMPLIFIED ACQUISITION PROCEDURES ARE FOR PROCUREMENTS UP TO \$350,000.00. ANY RESPONSE OVER \$350,000.00 WILL NOT BE CONSIDERED.

THERE WILL NOT BE A FORMAL BID OPENING FOR THIS PROCUREMENT.

NOTICE TO ALL VENDORS

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

If you are a vendor or contractor and HAVE done business with WMATA in the past, please electronically request your company's User ID and Password at https://supplier.wmata.com/psc/supplier/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL.

Registered Vendor Benefits:

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

Any questions regarding registration may be addressed to PRMT_SupplierSupport@wmata.com. Please be aware that it is the vendor's responsibility to register and update all information in WMATA Supplier Portal.

REQUEST FOR QUOTE

The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified vendor to provide services in evaluating public transit systems and applying ADA, ABA, and PROWAG requirements across complex multimodal environments. The purpose of this engagement is to build internal WMATA capacity to conduct professional-grade accessibility audits of stations, vehicles, pedestrian pathways, bus stops, and customer-facing amenities. To that end, the Authority is issuing this Request for Quote (RFQ) to solicit quotations from qualified firms and individuals who can satisfy the requirements contained herein.

Project Overview

WMATA's Office of Systemwide Accessibility (SWACC) seeks to engage a specialized architectural accessibility consulting firm with demonstrated experience in evaluating public transit systems and applying ADA, ABA, and PROWAG requirements across complex multimodal environments. The purpose of this engagement is to build internal WMATA capacity to conduct professional-grade accessibility audits of stations, vehicles, pedestrian pathways, bus stops, and customer-facing amenities.

The consultant will develop standardized audit tools, train WMATA staff, provide universal design expertise, and support the creation of technically accurate, consistent, and defensible accessibility findings that inform capital planning, asset management, remediation prioritization, safety initiatives, and long-range investment.

WMATA's network includes deep underground stations, legacy facilities, renovated assets, and infrastructure spanning multiple jurisdictions. The complexity of these environments requires specialized transit accessibility expertise, including demonstrated experience evaluating major U.S. transit systems.

The consultant must have a nationally recognized background in accessibility auditing, universal design, and public transit infrastructure assessment. Their experience must include the development of auditing frameworks, training programs, prioritization methodologies, and systemwide capacity-building resources for transit agencies.

Objectives

The consultant will support Metro in the following key areas:

1. Build SWACC's capacity to conduct professional-grade ADA/ABA audits using standardized tools and methodologies.
2. Develop a repeatable auditing framework to support trend analysis and prioritization of remediation.
3. Provide transit-specific expertise applicable to legacy stations, new construction, and renovation projects.
4. Train staff to apply jurisdictional codes (DC, Maryland, Virginia) and PROWAG requirements.
5. Train staff to integrate public feedback into audit workflows.

6. Provide universal design training to the ADA Audit Team and the Design Review Team.
7. Establish a severity-rating system for prioritizing defects by safety, customer impact, operational risk, and cost.

Scope of Work

Task 1. Project Initiation & Capacity-Building Framework

- Conduct a kickoff meeting with SWACC to confirm goals, workflows, data requirements, and training needs.
- Review SWACC's existing audit processes, tools, digital records, and reporting templates.
- Develop a Capacity-Building Work Plan detailing milestones, training modules, and expected outcomes.
- Provide project governance documentation including a project plan, communications plan, and draft operating procedures

Task 2. Development of Standardized ADA/ABA/PROWAG Audit Tools

The consultant shall develop transit-specific, standardized auditing tools aligned with federal and local regulations. Tools must be scalable, field-ready, and usable across WMATA departments. Tools should be available on Metro's intranet and able on devices with network access.

Tools will include:

- Checklists for stations, platforms, vertical access, amenities, restrooms, and pedestrian approaches.
- Vehicle interface assessment tools for boarding, platform gaps, ramps, and loading conditions.
- PROWAG-based tools for curb ramps, sidewalks, grade transitions, and boarding pads.
- Digital templates for photos, measurements, citations, and GPS/GIS integration.
- A severity-priority matrix incorporating safety, jurisdictional constraints, complexity, and cost.

Task 3. Training Program: ADA/ABA Audit Skills, Universal Design, Jurisdictional Codes, and Public Feedback Integration

The consultant must deliver a comprehensive training curriculum tailored to WMATA's environment. The initial training will be in-person at Metro's L'Enfant Plaza Headquarters. The initial in-person training will be for a maximum of 10 Accessibility personnel. The delivered training materials should include an e-learning version that is self-paced for Accessibility personnel hired after the initial training is performed.

Training shall include:

A. Accessibility Policy Training

- Review Metro's accessibility policies and how they align with ADA/ABA/PROWAG requirements.

B. Maintenance Training

- Understanding how maintenance affects compliance and how to document recurring issues.

C. Database Use and Trend Analysis

- Training on Metro's accessibility database for trend analysis, forecasting, and dashboard development.

D. Evaluating and Surveying Public Facilities for Compliance

- Hands-on field training for legacy stations, renovated stations, and new construction
- Techniques for measurement, photo documentation, and identifying barriers in constrained transit environments.

E. Universal Design Seminar

- Universal design foundations tailored to transit infrastructure.
- Integration into architectural design reviews, station modernization, and customer information systems.

F. 2010 ADA Standards Overview

- Review of FDA/FTA regulatory requirements applicable to transit facilities and operations.

G. Orientation for Self-Evaluation Teams

- Workflow for barrier identification, prioritization, and incorporation into an ADA Transition Plan.

H. GIS Training

- GIS overview, mapping pedestrian networks, inventorying features, and prioritizing barrier removal.
- Use of a browser-based GIS viewer tied to accessibility assets.

I. Public Feedback Integration

- Training in collecting, analyzing, and integrating feedback from AAC, MetroAccess riders, Customer Experience, and community groups.
- Creating structured feedback loops that influence remediation and prioritization.
 - Accessibility policy and application of ADA, ABA, PROWAG.
 - Maintenance considerations that influence ADA compliance.
 - Access database and trend analysis training.
 - Field auditing skills for legacy, renovated, and new stations.
 - Universal design principles and application in design review.
 - Overview of 2010 ADA Standards and FTA accessibility requirements.
 - Orientation for self-evaluation teams and integration with Transition Plans.
 - GIS training for mapping, inventorying, and prioritizing barriers.
 - Processes for integrating public, AAC, MetroAccess, and community feedback.

Task 4. Transit-Specific Technical Expertise: Legacy Stations, New Construction, Renovations, and Public Rights-of-Way

The consultant will need to review current active design at Metro. This will ensure the appropriate recommendations are developed and delivered. The consultant must provide technical support on:

- Legacy rail stations with structural constraints and complex vertical access.
- Newly built or renovated stations requiring ADA/ABA and universal design verification
- Public rights-of-way interfaces governed by PROWAG and local codes
- Station entrances, mezzanines, fare gates, vertical transportation, and transfer pathways.
- Bus bays, bus stops, pedestrian access routes, and intermodal transfer points.

Recommendations must be tailored to each jurisdiction (DC, MD, VA) and Metro's asset-specific constraints.

Task 5. Reporting and Prioritization Framework

The consultant must:

- Develop a prioritization methodology that incorporates severity, jurisdictional requirements, operational constraints, safety risk, customer impact, and cost.
- Provide recommendations for short-term fixes, long-term capital improvements, and maintenance-driven solutions.
- Create summary tools and dashboards that support Capital Planning, Infrastructure, and executive decision-making.
- Align findings with Metro's ADA Transition Plan structure.

Task 6. Reporting, Documentation & Knowledge Transfer

To ensure consistency, accessibility, and long-term internal use, the consulting firm must provide all deliverables in the formats listed below:

- Final capacity-building toolkit

Delivered in editable Microsoft Word format with an accessible PDF version. Any embedded tools or tables must also be provided in Microsoft Excel. Instructional components must be provided in Microsoft PowerPoint.

- Audit templates, procedural manuals, and quality assurance procedures

Delivered in editable Microsoft Word format with accessible PDF versions. Checklists, scoring tools, and structured audit fields must be provided in Microsoft Excel.

- Jurisdictional crosswalk for the District of Columbia, Maryland, Virginia, and the full requirements of the Americans with Disabilities Act, the Architectural Barriers Act, and the Public Rights-of-Way Accessibility Guidelines

Delivered in Microsoft Excel for comparison tables and matrices. Narrative explanations must be delivered in Microsoft Word.

- Public feedback integration workflow

Delivered in Microsoft Word, with an editable process flow diagram in Microsoft PowerPoint.

- Severity rating and prioritization matrix
Delivered in Microsoft Excel with functional formulas, filters, and scoring logic. A supporting narrative describing rating categories and criteria must be provided in Microsoft Word.
- Standard reporting template for audit summaries and leadership briefings
Delivered in Microsoft Word for narrative reporting and in Microsoft PowerPoint for leadership briefings. Accessible PDF versions of the final templates must also be provided.
- Train-the-trainer resources for long-term sustainability
Delivered in Microsoft PowerPoint for instructional content, with a facilitator guide and participant workbook in Microsoft Word. Accessible PDF versions must also be provided. Optional demonstration videos may be delivered in MP4 format if requested.
- Accessibility compliance for all deliverables
All documents, spreadsheets, presentations, and reports must comply with accessibility standards, including correct tagging, headings, reading order, table structure, and alternative text for images. All content must remain fully editable.

All deliverables shall be provided in accessible, editable formats (Word, Excel, PowerPoint, accessible PDF). All deliverables will be uploaded to Metro's internal SharePoint site. Deliverables include:

- Capacity-Building Toolkit
- Audit templates & QA procedures
- Jurisdictional crosswalk (DC, MD, VA, ADA, ABA, PROWAG)
- Public feedback workflow
- Severity rating matrix
- Reporting templates for audit summaries and leadership briefings
- Train-the-trainer guides, facilitator materials, and optional instruction videos
- All deliverables are fully accessibility-compliant (tagged PDFs, alt text, structured tables)

Methodology

The consultant shall:

- Conduct field training in active transit environments
- Apply standardized measurement and documentation protocols
- Use GIS-enabled inventory methods
- Conduct real-time QA review and feedback
- Align recommendations to federal, state, and local codes

- Verify findings before final submission
- Integrate user experience considerations through stakeholder engagement (Maybe say: Incorporate stakeholder feedback into recommendations)

Deliverables and Timeline

Deliverable	Description	Due Date (Estimated)
Project Kickoff Meeting	Confirm objectives, data collection plan	Week 1
Audit Tool Development	ADA/ABA/PROWAG checklists, templates	Weeks 2–6
Training Modules	Field training, universal design, GIS, policies	Week 8
Prioritization Framework	Scoring rubric, dashboards, trends	Week 9
Final Toolkit	Manuals, templates, jurisdictional crosswalk	Week 10

Consultant Qualifications

The consultant must demonstrate:

Transit System Expertise

- Minimum of five years' experience conducting ADA/ABA accessibility work for major transit systems.
- Demonstrated experience with legacy subway stations, new construction, and renovation projects.
- Understanding transit operations, platform interfaces, vertical access, and passenger flow.

Regulatory & Technical Competence

- Expertise in ADA, ABA, PROWAG, local accessibility codes, and FTA Circular 4710.1.
- Experience evaluating pedestrian rights-of-way, station access, and intermodal connectivity.

Professional Credentials

- CASp, RA, AIA, Accessibility Specialist, or related certifications.
- Proven ability to train large public agency staff in auditing skills and universal design.

Comparable Project Experience

- Prior work for transit agencies such as MBTA, BART, MTA, CTA, SEPTA, LA Metro, Sound Transit, or similar.

Compliance and Research Requirements

The consultant shall:

- Remain current with all applicable federal, state, and local accessibility regulations.
- Conduct supplementary research as necessary to resolve compliance ambiguities.

- Cite all regulatory references and guidance documents used in analysis.
- Maintain all reports and materials consistent with public agency documentation standards.

Proposal Evaluation Criteria

The following evaluation criteria will be used to assess the qualifications of the consultant. These criteria reflect Metro's operational needs, regulatory obligations, and the level of technical rigor required to support systemwide accessibility auditing and capacity building.

Technical Expertise and Demonstrated Experience in Public Transit Accessibility (30 percent)

Assesses the proposer's depth of knowledge and direct experience evaluating accessibility across complex multimodal transit systems. Key considerations include:

- Demonstrated experience with major U.S. transit authorities
- Ability to evaluate underground rail stations, bus facilities, pedestrian pathways, and vertical circulation systems
- Proven application of federal and local accessibility requirements in active transit settings
- Quality, clarity, and technical accuracy of past deliverables

Strength, Rigor, and Practicality of the Proposed Methodology and Training Approach (25 percent)

Evaluates whether the proposed audit and training methodology is comprehensive, evidence-based, and feasible for Metro staff to adopt. Considerations include:

- Clarity, defensibility, and completeness of the proposed methodology
- Quality of measurement protocols, severity scoring logic, and audit templates
- Suitability of the approach for Metro's legacy-heavy, multi-jurisdictional environment
- Strength of the train-the-trainer and capacity-building strategy

Qualifications and Credentials of Key Personnel (15 percent)

Assesses the technical expertise and professional credentials of the staff assigned to this engagement. Factors include:

- Advanced degrees or licensure in architecture, engineering, planning, or related fields
- Specialized certifications or demonstrated expertise in accessibility or universal design
- Documented experience conducting accessibility audits for transit systems
- Continuity and availability of key personnel throughout the contract

Documented Ten Years of Experience Performing Accessibility Audits for Transit Agencies (10 percent)

Evaluates whether the proposer meets the required minimum of ten (10) years of verifiable experience conducting accessibility audits specifically for public transit systems. Considerations include:

- Demonstrated 10+ years of transit-focused audit experience
- Experience across rail, bus, intermodal facilities, and pedestrian right-of-way
- Evidence of multi-year or repeat engagements with transit authorities
- Demonstrated use of deliverables for capital planning or remediation

Long-Term Value and Sustainability (10 percent)

Evaluates the proposer's ability to deliver durable, reusable, and non-proprietary tools, templates, and training resources that provide lasting value to WMATA. This includes the extent to which the proposed approach supports ongoing internal capacity-building, reduces the need for future rework, minimizes reliance on external consultants, and ensures that deliverables can be maintained and adapted by WMATA staff across future audit cycles.

Ability to Meet Schedule and Maintain Strong Communication (10 percent)

Evaluates the proposer's capacity to deliver work on time and maintain consistent communication across Metro departments. Key considerations include:

- Demonstrated history of meeting deadlines on similar transit projects
- Realistic and detailed project schedule
- Responsiveness and clarity of communication practices
- Ability to support iterative review cycles without delay

Key Personnel

The success of Metro's systemwide accessibility audit program depends on the technical expertise, professional qualifications, and specialized experience of the personnel assigned to this engagement. Because accessibility auditing in a multimodal transit environment involves complex infrastructure, multiple regulatory frameworks, and diverse customer needs, only highly specialized personnel can perform this work at the standard Metro requires. The limited number of professionals with these qualifications reinforces the need for a sole source procurement. Key personnel must demonstrate the following qualifications to ensure that audit findings are technically accurate and legally defensible:

- Advanced degrees or professional licensure in architecture, engineering, planning, or related built-environment fields.
- Specialized certifications or documented expertise in accessibility and universal design, particularly in applying federal accessibility requirements.
- Documented experience conducting accessibility audits for public transit systems, including stations, vehicles, bus facilities, pedestrian pathways, and right-of-way environments.
- Proven experience interpreting and applying the Americans with Disabilities Act, the Architectural Barriers Act, and Public Rights-of-Way Accessibility Guidelines in active transit settings.
- Continuity and availability throughout the contract period to maintain consistency, quality, and institutional knowledge.

Required Disciplines for This Engagement

To ensure comprehensive and technically sound audit results, the consultant's team must include expertise from disciplines directly related to transit accessibility assessment. The team must collectively represent the following areas:

- Architecture – evaluation of building systems, circulation paths, station layouts, platforms, and vertical transportation.
- Civil Engineering – assessment of pedestrian rights-of-way, accessible routes, slopes, drainage, curb ramps, and exterior station access.

- Transportation or Transit Planning – understanding of multimodal connections, service patterns, and the impacts of accessibility conditions on transit operations.
- Accessibility and Universal Design Expertise – application of federal accessibility laws and universal design principles in complex transportation environments.
- Human Factors or Ergonomics – understanding how individuals with disabilities interact with infrastructure, wayfinding, and circulation systems.
- Industrial or Systems Engineering – development of standardized scoring systems, audit methodologies, and prioritization frameworks.
- Construction Management or Building Inspection – field assessment of compliance feasibility and remediation considerations.
- Geospatial or GIS Analysis (supporting role) – mapping and analyzing audit findings to identify trends and support capital planning.

Expectations for Replacement Personnel

If any key personnel must be replaced during the contract, the consultant must provide substitute staff who meet or exceed the same qualifications and disciplines. Replacement personnel must:

- Hold equivalent advanced degrees or professional licensure
- Possess equal or greater expertise in accessibility and universal design.
- Have the same or greater level of experience conducting accessibility audits for public transit systems.
- Demonstrate the ability to develop tools, templates, and methodologies used for systemwide assessments.
- Be available to begin work immediately to avoid disrupting project continuity.

All replacement personnel must be approved by Metro prior to assignment.

PRICE SCHEDULE

CLIN	Description	Unit of Measure	Quantity	Unit Price	Total Estimated Price
0001	Accessibility Study	LOT	1		

***Notes:**

Pricing shall be F.O.B Destination, covering all costs including but not limited to labor, materials, markups, overhead, profit, insurance, fuel, freight, and transportation.

The Contractor shall complete entries in the columns entitled "Unit Price" and "Total Estimated Price." The prices shown on the Price Schedule Sheet shall constitute full compensation for all costs of performance under this contract. Price evaluation will be based on the extended price.

REQUEST FOR QUOTATION

INSTRUCTIONS

1. **TYPE OF AWARD:** The Authority will award a purchase order (PO) resulting from this solicitation. The period of performance will last one (1) year from the date of the award or until the maximum amount allowed is met. Unless otherwise specified, all goods and materials furnished to the Authority must be new and unused. Contractors are advised that:
 - a. If "Services" are to be performed pursuant to this RFQ, they must be provided in all respects as specified herein and include the services to be furnished, together with any labor, material or other work necessary for satisfactory performance.
 - b. If "Supplies" are to be provided pursuant to this RFQ, they must be in all respects as specified herein and include the items to be furnished, together with any labor, service or other work necessary for satisfactory performance.
2. **BASIS FOR AWARD:**
 - (a) The Award(s), if made, will be made to the Contractor (i) whose quote is judged to be responsive to the terms of the solicitation and based solely upon the price as identified in the Price Schedule and (ii) who demonstrates to the satisfaction of the Authority that it is responsible for purposes of award of a Purchase Order.
 - (b) If, after receipt of the quotes, the Contracting Officer determines that adequate price competition does not exist, the Contractor shall provide certified cost or pricing data as requested by the Contracting Officer.
 - (c) Unless otherwise expressly specified in the Price Schedule the Authority may make multiple awards as a result of this solicitation.
 - (d) Notwithstanding the foregoing or any other provision in Terms and Conditions, the Authority reserves the right to reject all bids and cancel this RFQ at any time prior to award.
3. **MINIMUM ACCEPTANCE PERIOD:** The Authority requires a minimum acceptance period of ninety (90) calendar days from the due date of this RFQ.
4. **DELIVERY LOCATION: N/A**

Washington Metropolitan Area Transit Authority

Attention:

Shipment notification and tracking information must be provided to the WMATA point of contact to ensure the representative will be present to receive the item(s).
5. **WARRANTY OF SUPPLIES N/A**
 - (a) All workmanship, parts and materials furnished for this Contract shall be unconditionally warranted against failures or defects for a period of one (1) year after the item supplied is

accepted, or placed in service, by the Authority, whichever is earlier. The Contractor shall accept the Authority's records with respect to the date that the item was placed in service.

- (b) In the event that any work covered by this warranty clause fails during the warranty period, the Contractor shall repair or replace it within three (3) days, without cost or expense to the Authority.
- (c) Should the Contractor 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, the Authority may cause such replacement to be made, utilizing its own forces and/or those of third parties as the Authority deems appropriate, at the Contractor's expense.
- (d) Each piece of equipment, component or part thereof that the Contractor replaces, repairs, adjusts or services under the terms of this warranty during the warranty period shall be reported to the Contracting Officer on the Authority'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 the Authority's operations and its maintenance and service facilities. The Authority shall at its sole discretion determine the availability of facilities for warranty work.
- (f) The Authority's rights set forth in this clause shall be in addition to those set forth elsewhere in this Contract or otherwise at law or in equity.

6. WARRANTY OF SERVICES

- (a) Definitions. "Acceptance," as used in this clause, means the act(s) of WMATA's authorized representative by which WMATA approves specific services, in partial or complete performance of the Contract.
- (b) Notwithstanding inspection and acceptance by WMATA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by WMATA. This notice shall state either --
 - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) 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.

7. WARRANTY

The Contractor warrants all services provided, components, parts and material furnished under this contract against defects or failures, for a period of at least one (1) year from the date of acceptance.

8. SUBMITTAL OF QUOTATIONS:

Please submit your information via the event on the WMATA Supplier Portal.
Questions concerning this Request for Quotation may be directed to:

Attn: Shameeka Morel
E-mail: smorel@wmata.com

Terms and Conditions of Purchase Orders

1. DEFINITIONS

- (a) **"Authority"** means the Washington Metropolitan Area Transit Authority.
- (b) **"As indicated"** means as shown in applicable drawings, as described in the specifications, as required in the Purchase Order form, or as required in documents referenced by the Authority therein.
- (c) **"Contracting Officer"** means the person executing this purchase order on behalf of the Authority within the limits of his/her authority.
- (d) **"Item"** means goods, supplies, materials, equipment, or services described or listed in the Request for Quotes or the Purchase Order.
- (e) **"Vendor"** means an individual, firm, partnership, corporation, limited liability Company, or any combination thereof, to which a purchase order is issued.

2. PREPARATION AND SUBMISSION OF QUOTES

- (a) **Form.** Quotes solicited by the Authority must be submitted on the Request for Quote forms furnished or authorized by the Authority in order to be considered.
- (b) **Method.** Quotes shall contain the WMATA stock number, manufacturer's name and part number, unit price, and delivery date for the items listed. The price must be a firm-fixed price for ninety (90) days. Electronic quotes shall be submitted through the specific e-commerce portal authorized by the Authority. Quotes received after the date and time indicated for receipt will not be considered. The Authority reserves the right to extend the date for receipt of quotes in the absence of competition.

3. AWARD

- (a) **Right to Reject.** The Authority reserves the right to reject any and all quotes and to waive informalities and minor irregularities in quotes received, other provisions herein notwithstanding.
- (b) **Aggregate or Line Item Award.** Award will be made in the aggregate or on a line item basis, wherever is more advantageous to the Authority.
- (c) **Execution.** A Purchase Order signed by the Authority's Contracting Officer, delivered to the vendor within the time indicated in paragraph 3(c) will result in a binding agreement without further action by either party.
- (d) **Implementation.** The Purchase Order shall be interpreted, construed, and given effect in all respects according to the laws of the District of Columbia, unless Federal law takes precedence.
- (e) **Severability.** If any provision(s) of this RFQ shall be held to be invalid, illegal, unenforceable, or in conflict with the law of the District of Columbia, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4. TERMS OF PAYMENT

- (a) **Discounts.** The vendor may offer discounts for timely payments. Such discounts will not be considered in determining the lowest quote.
- (b) **Thirty (30) Day Term.** The quote will be automatically subject to a thirty (30) day term of payment, unless the vendor offers a discount. The Authority will not be liable for interest, however represented, on any sums claimed hereunder.
- (c) **Computation of Discount.** Discount time will be computed from the date of delivery at the place of acceptance or from receipt of a correct invoice at the office specified by the Authority, whichever is later. Payment is made, for discount purposes, when the check is mailed, or if applicable, when funds are electronically transferred [See 5(a) below].
- (d) **Garnishment of Payments.** Payments made under this purchase order shall be subject to any levies, garnishment and attachment orders issued pursuant to the laws of the U.S., Maryland, Virginia, and the District of Columbia.

5. METHODS OF PAYMENT

- (a) **Electronic Funds Transfer.** Vendors are strongly encouraged to convert to electronic funds transfers by completing the Electronic Funds Transfer (EFT) Vendor Payment Enrollment Form and faxing it to (202) 962-1655, WMATA Accounting Office, ATTN: Manager. Use of this method allows for expedited payment compared with payment by check. Payments by this method are deposited directly into the vendor's designated bank account.
- (b) **Check Payment.** Although not the preferred method of payment, WMATA will disseminate paper checks. This method of payment is not the most expedient and may result in delays.

6. INVOICING

- (a) **Submission of Invoice.** Payments will be made following acceptance of the services or supplies to be provided under this Contract and after receipt and acceptance of a properly completed invoice. WMATA will accept the submittal of invoices in one of the following methods:
 - (1) Email: Invoices may be submitted through email at: apinvoice@wmata.com. Please submit one invoice and supporting documentation per PDF attachment. You may submit more than one PDF attachment per email.
 - (2) Regular Mail: Invoices may be submitted via U.S. Postal Service to the following address:

WMATA-Accounts Payable
PO Box 1910
Beltsville, MD 20704-1910

Note: This address is only for vendors' invoices. Correspondence should not be sent to this address. A copy of the invoice shall be sent by vendor to the point of contact as designated, where applicable.

- (b) **Invoice Requirements.** Each invoice must include the: (1) purchase order number; (2) invoice date; (3) date of delivery or shipment of the supplies or equipment, or for services, the period of performance; (4) description of the supplies or equipment delivered, or, if applicable, the service performed; (5) quantity shipped; (6) unit and extended price, less any applicable discounts; (7) total amount invoiced; and (8) remittance address. If multiple invoices are submitted, the invoices must be numbered sequentially.
- (c) **Final Invoices.** All final invoices shall be clearly marked "FINAL INVOICE."
- (d) **Authority Tax Exempt Numbers.** The Authority is exempt from federal, District of Columbia and state taxation. The Authority's tax numbers are as follows: Federal, 52-0847040; District of Columbia, 5611-0082187-001; Maryland, 30072210; and Virginia no longer issues a numbered certificate, instead, for each purchase made in Virginia, the vendor will go to https://www.wmata.com/about/media-relations/upload/va_certificates.pdf and print and complete the required Virginia certificate.

7. INDEMNIFICATION

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

while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance or Surety to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

8. MINIMUM INSURANCE REQUIREMENTS

**EXHIBIT A
RE: Accessibility & Compliance Study
PRN ID: CSACC26001
Insurance Doc ID: INS0003343**

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
	\$2,000,000	Products-Completed Operations Limit
Business Auto Liability		
	\$1,000,000	Combined Single Limit
Professional Liability		
	\$1,000,000	Each Claim
Cyber 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) Defense Costs (Allocated Loss Adjustment Expense) must be included and outside of the policy limits for all primary liability and Umbrella/Excess Liability policies.

Business Auto Liability

- 1) Business Auto Liability insurance shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.

- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the “Additional Insured” Section below.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation” section below.
- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a primary business auto liability policy and an Umbrella/Excess Liability policy provided that the Umbrella/Excess Liability policy complies with items 2 and 3 above.

Professional Liability Insurance

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

Cyber Liability Insurance

Contractor must procure and maintain Cyber Liability insurance providing protection against liability for privacy breaches, system breach, denial or loss of service introduction, implantation, or spread of malicious software code and unauthorized access to or use of computer systems. Coverage can be written on an “occurrence” or “claims-made” basis.

IV. OTHER

Additional Insured

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

Waiver of Subrogation

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

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

Certificate of Insurance (COI)

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

The Certificate Holder box should read:

**Washington Metropolitan Area Transit Authority
P.O. Box 23298
Washington, DC 20026-3298**

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.

9. PRICE, SHIPMENT, AND DELIVERY

- (a) **Price.** Prices shown on the Purchase Order may not be exceeded without the Contracting Officer's written authorization prior to shipment or delivery of performance. If a higher price is authorized, a change order will be generated to reflect the higher price.
- (b) **Time of Delivery.** The time and date of deliveries for the Purchase Order are "of the essence." The vendor's failure to deliver at the time and date specified shall be the basis for rejection, cancellation, or default termination by the Authority. The place of delivery shall be that set forth in the Purchase Order under "Ship to." Delivery shall be made during normal working hours only, unless otherwise agreed.
- (c) **Cancellation.** The Authority shall have the right to cancel this Purchase Order, if not filled by the required delivery date specified in the Purchase Order or in accordance with the terms specified. The Authority reserves the right to return deliveries received after notification of cancellation at the vendor's expense.
- (d) **Packaging of Goods.** No charges are allowed for boxing and packing, unless otherwise agreed. The vendor shall package goods in accordance with commercial practice and shall secure the lowest appropriate transportation costs, unless otherwise agreed. Each shipping container shall be clearly and permanently marked with the following: (1) vendor's name and address; (2) Authority's full name and the address of the place of delivery; (3) Purchase Order number; (4) name of the Contracting Officer or his or her designated representative; (5) container number and total number of containers, for example "Box 1 of 4 boxes," and (6)

container bearing the shipping/packing list. The Authority's count or weight shall be conclusive on shipments not accompanied by a shipping/packing list.

- (e) **Transportation Charges.** Transportation terms are F.O.B. Destination, unless otherwise specified. If the quoted delivery terms include transportation costs, unless otherwise agreed. If transportation costs are based on actual costs, a copy of the freight bill showing actual costs for the shipment must be attached to the invoice. The Authority has the right to designate the method of transportation to be used to ship the goods.
- (f) **Substitution.** No substitutions are permitted without the Contracting Officer's written approval.
- (g) **New and Unused.** All goods shall be new and unused, unless otherwise specified.
- (h) **Compliance Laws and Regulations.** All goods and services ordered shall comply with all Federal, state, and local laws and regulations.

10. REQUIREMENTS CONTRACT N/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. Offerors are advised that the quantities of supplies and/or services specified in the Price Schedule are estimates only, included for purposes of price evaluation and in order to provide information to assist offerors in formulating their proposals. While they represent the Authority's best such estimate as of the time of the solicitation, they do not constitute a commitment on the part of the Authority to procure supplies or services at the estimated level.

In the event that the Contractor is unable or otherwise fails to provide goods or services within the time frames required in this Contract, the Authority 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 the Authority's right to treat such failure as a material breach of the Contractor's obligations pursuant to the "Default" article under this Contract, or to pursue any other remedy to which the Authority may be entitled pursuant to this Contract, at law or in equity.

11. INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT N/A

- (a) This is an indefinite delivery, indefinite quantity (IDIQ) 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 and are not purchased by this Contract.
- (b) Delivery or performance shall be made only as the Contracting Officer authorizes through orders made in accordance with the "Ordering" and "Order Limitations" articles. The Contractor shall furnish to the Authority, when and if ordered, the supplies and/or services specified in the Price Schedule up to and including the quantity designated in the Price Schedule as the "maximum." The Authority shall order at least the quantity of supplies and/or services designated in the Price Schedule as the "minimum."

- (d) There is no limit on the number of orders that may be issued other than any limitations imposed by the "Order Limitations" clause. The Authority may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (e) 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. The Contractor will not be required to make any deliveries under this Contract after _____.

12. ORDERING N/A

- (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 the Authority places the order in the mail. Orders may be issued electronically, if authorized by the Price Schedule.

13. ORDER LIMITATIONS N/A

- (a) The minimum dollar amount which will be required under this RFQ/IDIQ contract, and which will be initiated by one or more Orders, is \$_____ over the life of the Contract.
- (b) The maximum dollar amount which will be required under this RFQ/IDIQ contract, and which will be initiated by one or more orders, is \$_____ over the life of the Contract.

14. ORDER OF PRECEDENCE

Any inconsistency in the Contract shall be resolved by giving precedence in the following order: (a) Terms and conditions in this RFQ; (b) The standard PO terms and conditions listed on www.wmata.com (c) The specifications or scope of work; (d) drawings, if any; (e) Other documents, exhibits, and attachments generated by the submissions of the Contractor generated as part of the Contract. In the event of a conflict in the terms and conditions in the RFQ and on the website, the RFQ controls.

Notwithstanding paragraph (a), in the event that this Contract is funded in whole or part by the Federal Government, all Contract terms mandated for inclusion by the Federal Government shall be deemed to supersede any other conflicting or inconsistent provision of this Contract.

15. INAPPLICABILITY OF CLAUSES REQUIRING UNAUTHORIZED OBLIGATIONS

- (a) Except where the Chief Procurement Officer specifically agrees in writing, when any supply or service acquired under this Contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), Master Agreement, Terms and Conditions or similar legal instrument or agreement, that includes any clause requiring WMATA to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability or that would create an unauthorized obligation, the following shall govern:
 - (1) Any such clause is unenforceable against WMATA.
 - (2) Neither WMATA nor any authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind WMATA or any WMATA authorized end user to such clause.
 - (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (b) When any supply or service acquired under this Contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, any clause requiring WMATA to pay pre-judgment interest, taxes to which it is exempt, or automatic fines is void and without effect.

16. CRIMINAL BACKGROUND CHECK REQUIREMENT

- (a) As a prerequisite to eligibility for a WMATA-issued identification and access badge ("One Badge"), access to WMATA's customers, property, or confidential information, and in consideration for this Contract, the Contractor shall have the sole responsibility for, and shall assure, adequate criminal background screenings on a routine basis of all of its personnel who are or will be working on WMATA's premises (whether they receive a One Badge or not) or otherwise have access to WMATA's customers, property, or confidential information.
- (b) Contractor shall implement, not later than notice to proceed, a criminal background check screening of the Contractor's personnel that shall take 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.
- (c) The Contractor shall contract with, or otherwise engage, a reputable third-party vendor to conduct the required criminal background screenings, and shall provide the vendor with a copy of its criminal background check screening policies and procedures.
- (d) The Contractor shall not place any person on or engage any person under this Contract, unless that person passes the Contractor's criminal background screening. At the end of each calendar quarter, the Contractor shall certify to the Contracting

Officer's Technical Representative on a form provided, its compliance with this criminal background screening requirement and confirm that all persons required to be screened passed the contractor's criminal background screening before working on this Contract. For the sole purpose of monitoring the Contractor's compliance, WMATA reserves the right to request additional documents or perform its own criminal background screening of Contractor's personnel. The Contracting Officer will inform the Contractor, in writing, of any proposed action within a reasonable time before such action is taken.

- (e) The Contractor shall indemnify and hold WMATA harmless from any and all claims, demands, damages, costs and expenses, including attorneys' fees and other costs and expenses associated with any claims, demands, requests for relief, and/or other liabilities arising out of or resulting from the contractor's criminal background screening obligations and processes.
- (f) The Contractor will include this requirement in all subcontracts under this Contract, and receive certifications from their subcontractors to ensure that its subcontractors' personnel who are or will be working on WMATA's premises (whether they receive a One Badge or not) or otherwise have access to WMATA's customers, property, or confidential information undergo the required criminal background checks.

THE REMAINING TERMS AND CONDITIONS CAN BE FOUND ON <https://www.wmata.com/business/procurement> . NO OTHER TERMS AND CONDITIONS WILL SUPERSEDE THESE TERMS AND CONDITIONS AND THE ONES FOUND ON <https://www.wmata.com/business/procurement>.

REPRESENTATIONS AND CERTIFICATIONS

1) TYPE OF BUSINESS ORGANIZATION

By submission of this quote, Offeror 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 Offeror shall complete a, b if applicable, and c below, representing that:

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

Name of Parent Company

Main Office Address (including ZIP Code)

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

Name	Signature
Title	Company
Date	

3) COVENANT AGAINST GRATUITIES

By submission of this quote, Offeror certifies, and in the case of a joint quote, each party thereto certifies as to its own organization, that in connection with this procurement: Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any Board member, employee or agent of WMATA with the view toward securing favorable treatment in the awarding or administration of this Contract.

Name	Signature
Title	Company
Date	

4) CONTINGENT FEES

By submission of this quote, Offeror certifies, and in the case of a joint quote, 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 Offeror) to solicit or secure this Contract, and
- b) It [] has, [] has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for Offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract.

Name	Signature
Title	Company
Date	

5) CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

(in the case of a negotiated procurement), directly or indirectly, to any other Offeror or to any competitor; and

iii) No attempt has been made or will be made by Offeror to induce any other person or firm to submit or not to submit QUOTE quote for the purpose of restricting competition.

b) Each person signing this quote certifies that:

i) He or she is the person in Offeror 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 those stated above; or

ii) He or she is not the person in Offeror 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 those stated above, or as their agent he or she does hereby certify.

Name	Signature
Title	Company
Date	

6) NONDISCRIMINATION ASSURANCE

a) By submission of this quote, Offeror certifies, and in the case of a joint quote, 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. Offeror is required to insert the substance of this clause in all subcontracts and purchase orders. The Contractor's failure to carry out these requirements is a material breach of this Contract that may result in the termination of this Contract or such other remedy as WMATA deems appropriate. Offeror further agrees by submitting this quote 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 are defined by the Code of Ethics for Members of the WMATA Board of Directors, a copy of which is available at www.wmata.com. Financial interests include ownership interests and prospective and actual income. Firm includes parents, subsidiaries and affiliates. By submission of this quote, Offeror certifies, and in the case of a joint quote, 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) BACKGROUND CHECK CERTIFICATION (QUARTERLY)

By submission of this quote, Offeror certifies that:

- a) It will contract with or engage an accredited third-party vendor to conduct background checks of all Contractor personnel who will have access to WMATA's customers, WMATA's property, or WMATA's information in connection with this Contract. This requirement also applies to Contractors who engage with the general public on WMATA's behalf.
- b) It will screen for criminal convictions, taking into consideration: (1) the nature of the services or work being performed under the contract with particular regard for the individual's access to, and interaction with, WMATA's customers, property, and confidential information; (2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence, all Contractor personnel who will have access to WMATA's customers, the general public, WMATA's property, or WMATA's information and who work on this Contract during each calendar year within this Contract's period of

performance. The Offeror will provide certification that it conducted these screenings to the Contracting Officer's Technical Representative (COTR) on a quarterly basis, on a form provided.

- 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) Offeror will determine that all Contractor personnel working on this Contract during the calendar year passed the Contractor's background check and will be in good standing and otherwise fit to work on this Contract.

Offeror has not obtained or otherwise been made aware of any information about any Contractor personnel working on this Contract that contradicts or otherwise impacts the Contractor's determination that such persons passed the Contractor's background check and/or are fit to work on this Contract.

- e) 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 TERMS

The Contractor hereby represents and warrants that it will comply with the Non-Disclosure and Data Access Terms contained in the Standard Terms and Conditions, including the indemnity provisions contained therein.

Name	Signature
Title	Company
Date	

APPENDIX A

Contractor Oversight Certification -- N/A

APPENDIX B-1

ATTACHMENT A
NOTICE OF REQUIREMENTS
FOR
SMALL BUSINESS ENTERPRISE PROGRAM

January 28, 2025

~Applies only if proposal price is \$1,000,000 or less.

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

SMALL BUSINESS PROGRAM POLICY

It is the policy of the Washington Metropolitan Area Transit Authority (WMATA), to foster small business participation in federally funded contracts. In order to facilitate competition and maximize participation by small businesses, WMATA will assign small business participation within the established threshold on a contract-by-contract basis on United States Department of Transportation (US DOT) assisted construction and on non-construction procurements [i.e., contracts for services, supplies and equipment have a total value not to exceed one million dollars (\$1,000,000)]. The threshold may be satisfied by utilizing one (1) or more small business concerns as primes or subcontractors or suppliers of goods and services provided that the small business performs a minimum of fifty-one percent (51%) of the tasks pursuant to the awarded contract. The contractor hereby agrees to carry out this policy in the award and administration of subcontracts, to the fullest extent possible, consistent with efficient contract performance. Refer to Appendix B-1 for more detail on the SBE Program.

QUALIFICATIONS

- A) A firm must be a small business as defined by the US Small Business Act (SBA) by applying current SBA business size standards found in 13 C.F.R. Part 121 that are applicable to the type of work the firm seeks to perform in US DOT-assisted contracts.
- B) The firm's average gross receipts cannot exceed the overall US DOT size standard for a small business set forth in 49 C.F.R. § 26.65. [\$30.40 million averaged over the three (3) previous fiscal years or part of year which the business has been in existence].
- C) At least fifty one percent (51%) of the firm's ownership must be held by individuals who meet the personal net worth (PNW) cap of \$1.32 million as prescribed by 49 C.F.R. § 26.67.
- D) A firm must be organized for profit in order to be eligible for SBE certification.
- E) The fifty one percent (51%) owner must be a U.S. citizen or permanent resident.
- F) Each firm must be qualified as an SBE before the solicitation process. Proposals and bids will not be accepted from non-SBE qualified firms.

CERTIFICATIONS

- A) Each certified SBE firm must annually submit an affidavit to WMATA's Small Business Programs Office affirming its continued eligibility to participate in the SBE program.
- B) A firm seeking SBE certification and/or annual renewal must cooperate fully with WMATA's Small Business Programs Office's requests for information relevant to the certification and annual renewal process. Failure or refusal to provide such information may result in the denial or removal of certification.

The SBE firm is responsible for listing the North American Industry Classification System (NAICS) Code(s) that is/are the primary activities of the business and ensuring the NAICS Code(s) have been approved by WMATA's Small Business Programs Office.

Each SBE firm shall complete and adhere to all requirements in Appendix B-1.

~ APPENDIX B-1

SBE PROGRAM

1. SBE REQUIREMENT:

The SBE requirements of WMATA apply to this contract. Accordingly, the contractor shall carry out the requirements of WMATA and this Appendix in the performance of this US DOT assisted contract.

2. POLICY:

It is the policy of WMATA to foster small business participation in non-federally funded contracts. In order to facilitate competition and maximize participation by small businesses, WMATA will assign small business participation within the established threshold on a contract-by-contract basis on US DOT assisted construction contracts and on non-construction procurements (i.e., contracts for services, supplies and equipment having a total value not to exceed \$1,000,000). The threshold may be satisfied by utilizing one (1) or more small business concerns as primes or subcontractors or suppliers of goods and services provided that the small business performs a minimum of fifty one percent (51%) of the tasks pursuant to the awarded contract. Average gross receipts cannot exceed the overall US DOT size standard for a small business (\$30.40 million averaged over the three previous fiscal years or part of year which the business has been in existence) as set forth in 49 CFR 26.65 (b). A small business may be a sole proprietorship, partnership, corporation, limited liability corporation, or any other legally formed entity. The contractor hereby agrees to carry out this policy in the award and administration of subcontracts to the fullest extent possible consistent with efficient contract performance.

3. DEFINITIONS:

- A. **Appendix B-1.** The Notice of Requirements for SBE, which when attached to a solicitation, implements the SBE requirements of WMATA in the award and administration of federally funded WMATA contracts.
- B. **Certified SBE.** Is a for-profit small business concern (a) that is at least fifty one percent (51%) owned by one or more individuals who are 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 such individuals; (b) whose management and daily business operations are controlled by one (1) or more of the economically disadvantaged individuals who own it; and (c) whose eligibility is evidenced by a current District of Columbia Unified Certification Program (DCUCP) (WMATA or D.C. Department of Transportation Certification letter), or an SBE certification letter issued by WMATA's Small Business Programs Office.
- C. **Contractor.** One who participates, through a contract or subcontract (at any tier), in a US DOT assisted highway, transit or airport program.
- D. **Commercially Useful Function (CUF).** An SBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the

work involved. To perform a CUF, the SBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SBE is performing a CUF, WMATA will consider the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing.

- (1) An SBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SBE participation.
- (2) If an SBE does not perform or exercise responsibility for at least 51% of the total cost of its contract with its own work force, or if the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work, WMATA will presume that the SBE is not performing a CUF.

The following factors will be used by WMATA in determining whether an SBE trucking company is performing a CUF:

- (1) The SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible for on a particular contract.
- (2) The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- (3) The SBE may lease trucks from another SBE firm, including an owner-operator who is certified as an SBE.
- (4) The SBE may also lease trucks from a non-SBE firm, including an owner-operator. The SBE who leases trucks from a non-SBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (5) The lease must indicate that the SBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the terms of the lease with the consent of the SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE.

E. **DC DOT.** The District of Columbia Department of Transportation.

F. **Economically Disadvantaged Individual.** Any individual who is a citizen (or other lawfully admitted permanent resident) of the United States and, in general, whose net worth is less than \$1.32 million (excluding equity in personal residence and the applicant's firm).

G. **Joint Venture.** An association of an SBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their

property, capital, efforts, skills and knowledge, and in which the SBE is responsible for a distinct, clearly defined portion of the work of the contract and shares in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.

- H. **District of Columbia Unified Certification Program (DCUCP).** A unified certification program mandated by 49 CFR §26.81 between two Federal transit recipients (WMATA and the D.C. Department of Transportation). The agreement became effective January 2005.
- I. **Race-neutral.** A measure or program that is, or can be, used to assist all small businesses. For the purposes of the SBE program, race-neutral includes gender-neutrality.
- J. **Small Business Concern.** With respect to firms seeking to participate as SBE's in US DOT assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration implementing regulations (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).
- K. **US DOT Assisted Contract.** Any contract between WMATA and a contractor (at any tier) funded in whole or in part with US DOT financial assistance, including letters of credit or loan guarantees.
- L. **WMATA.** Washington Metropolitan Area Transit Authority, the transit system (rail and bus) serving the District of Columbia, including parts of Virginia and Maryland.

4. SOLICITATION REQUIREMENTS:

The proposer shall submit the following with its solicitation package. Any proposer/bidder who fails to complete and return this information with its solicitation package shall be deemed to be not responsive and may be ineligible for contract award. Proposers/bidders that are not SBE certified shall be deemed to be not responsible and will be ineligible for Contract award.

The proposer/bidder shall submit the following items within ten (10) calendar days after notification that they are the apparent successful proposer:

- A. A copy of a current WMATA, D.C. DOT or DCUCP certification letter(s) or SBE certification letter shall be attached to evidence SBE pre-certification. All SBE firms must be pre-certified. Participation by a firm that is not currently certified as an SBE by WMATA at the time of the due date for quotes on a contract, does not count. All SBE firms must be in compliance with 49 CFR, Part 26.
- B. Information for Determining Joint Venture Eligibility, if applicable (Attachment 1, pgs. 1, 2, 3, 4). Submittal shall be signed by all parties, dated and notarized.
- C. Copy of Joint Venture Agreement, if applicable. Submittal shall be signed by all parties, dated and notarized.
- D. Completed "Schedule of Participation for SBE Contracts" (Attachment 2) identifying the area of work and percentage of contract performance for SBE prime contractor and all subcontractors. The SBE must perform, at least 51% of the total contract value, to meet the SBE contract performance requirement.

- E. Executed "Letter of Intent to Perform as Subcontractor on SBE Contract" (Attachment 3) must be submitted for all subcontractors.

5. CONTRACT ADMINISTRATION REQUIREMENTS:

The following requirements apply after contract award:

- A. The Contractor shall include the following provision in the General Provisions of each subcontract it awards:
 - (1) "The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the Buyer deems appropriate." The contractor shall report on SBE performance on the attached, SBE Prime Contractor Prompt Payment Report (Attachment 4) which shall be submitted monthly with each payment request. Failure to submit these report(s) may result in suspension of contract payments. The contractor shall certify with each payment request that payment has been or will be made to all subcontractor's due payment, within ten (10) days after receipt of payment from WMATA for work by that subcontractor. The contractor shall inform the Contracting Officer Representative or Contracting Officer's Technical Representative, with their payment request, of any situation in which scheduled subcontractor payments have not been made and the reason. The contractor shall require each subcontractor to complete and forward to the Small Business Programs Office on a monthly basis an "SBE Subcontractor Prompt Payment Report" (Attachment 5). The subcontractor shall certify that payment has been received.
 - (2) The contractor must have the prior written approval of the Contracting Officer and the Small Business Programs Office before substitution for an SBE subcontractor, regardless of the reason for substitution. Failure to obtain WMATA approval could result in WMATA declaring the contractor ineligible to receive further WMATA contracts for three years from the date of the finding.
 - (3) The contractor shall forward copies of all subcontracts to the Small Business Programs Office at the time of their execution.
 - (4) If the Contracting Officer or other delegated WMATA representative determines that the contractor has failed to comply with this Appendix B-1, he/she will notify the contractor of such non-compliance and the action to be taken. The contractor shall, after receipt of such notice, take corrective action. If the contractor fails or refuses to comply promptly, the Contracting Officer or other delegated WMATA representative may issue a "stop work order" stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or for excess costs or damages by the contractor. When WMATA proceeds with such formal actions, it has the burden of proving that the contractor has not met the requirements of this Appendix, but the contractor's failure to meet its Appendix B-1 goal shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this Appendix.

- (5) The contractor agrees to cooperate in any studies or surveys as may be conducted by WMATA which are necessary to determine the extent of the contractor's compliance with this Appendix.
- (6) The contractor shall keep records and documents for three years following performance of this contract to indicate compliance with this Appendix. These records and documents, or copies thereof, shall be made available at reasonable times and places for inspection by any authorized representative of WMATA and will be submitted upon request together with any other compliance information which such representative may require.
- (7) If WMATA, the Federal Transit Administration (FTA) or the US DOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements regarding the SBE Program, the matter shall be referred to the WMATA's Small Business Programs Office.
- (8) Failure by the contractor to carry out the requirements of this Appendix is a material breach of this contract, which may result in the termination of this contract under the Default provision of this contract or such other remedy as WMATA deems appropriate.

Information for Determining Joint Venture Eligibility

Page 1

.....
Name and address of Joint Venture:

Contact Person: _____ Telephone: _____

Have you attached a copy of the Joint Venture agreement? Yes No

NOTE: Affidavit will not be processed without a copy of the Joint Venture agreement.

.....
Name and address of Joint Venture:

Contact Person: _____ Telephone: _____

Status of firm: DBE SBE Non-Minority Female Veteran.

Does firm have current WMATA, DC DOT or DCUCP DBE/SBE certification? Yes No

.....
Name and address of Joint Venture:

Contact Person: _____ Telephone: _____

Status of firm: DBE SBE Non-Minority Female Veteran.

Does firm have current WMATA, DC DOT or DCUCP DBE/SBE certification? Yes No

.....
Describe the nature of the Joint Venture business:

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

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

Information for Determining Joint Venture Eligibility

Page 2

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

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

TOTALS:

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

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

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

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

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

3. Supervision of field operations:

Name: _____ Race: _____

Title: _____ Sex: Male Female

Company affiliation: _____

M

Information for Determining Joint Venture Eligibility

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

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

It is recognized and acknowledged that WMATA's SBE Program shall have access to the information provided herein above for the purpose of establishing eligibility of the Joint Venture.

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

(NAME OF FIRM) (NAME OF SECOND FIRM)

(SIGNATURE OF AFFIANT) (SIGNATURE OF AFFIANT)

(PRINT NAME) (PRINT NAME)

(TITLE) (TITLE)

(DATE) (DATE)

.....

M

Information for Determining Joint Venture Eligibility

Page 4

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

On this _____ day of _____, 20____,

before me appeared _____
(Name)

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

(Name of Firm)

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

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

Commission Expires: _____

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

this _____ day of _____, 20____,

before me appeared _____
(Name)

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

(Name of Firm)

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

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

Commission Expires: _____
.....

SUBMIT WITH BID/PROPOSAL

SCHEDULE OF PARTICIPATION ON SBE CONTRACT

Contract No. _____

Project Name _____

Name of Bidder/Proposer

The bidder/proposer shall complete this Schedule by identifying those firms, with scope of work and price, who have agreed to perform work on this Contract. The bidder/proposer agrees to enter into a formal agreement with the firm(s) listed for the work and at, or greater than, the prices listed in this Schedule subject to award of a contract with WMATA.

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

Signature & Title of Contractor Representative

Date

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE
(ALL ITEMS MUST BE COMPLETED)

TO: _____
(Name of Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as (check one):

_____ An individual _____ A corporation
_____ A partnership _____ A joint venture

Specify in detail particular work items or parts thereof to be performed:

at the following price: \$ _____

Please indicate _____% of the dollar value of the subcontract that will be awarded to subcontractors, if applicable. The undersigned will enter into a formal agreement with you for the above work upon your execution of a contract with WMATA.

_____	_____
Name of SBE Firm's Subcontractor/Joint Venture	Phone Number
_____	_____
Address	WMATA Vendor ID
_____	_____
Signature & Title	Date

The following is to be completed by the prime contractor. A copy of this letter must be returned to the subcontractor to indicate acceptance.

To: _____
(Name of Subcontractor)

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

WORK ITEMS:

PROJECTED SUBCONTRACTOR COMMENCEMENT DATE:

PROJECTED SUBCONTRACTOR COMPLETION DATE:

(Name of Prime Contractor & Acceptance Signature) _____

Washington Metropolitan Area Transit Authority (WMATA)

This Report is required to be submitted to the Contract Administrator assigned to this solicitation, pursuant to the requirements of WMATA.

SMALL BUSINESS ENTERPRISE (SBE)

Page _____ of _____

PRIME CONTRACTOR'S PROMPT PAYMENT REPORT

Reporting Period _____

Contract Number _____

Name of SBE Prime Contractor: _____

Prime Contract Amount: _____ :

Name of Sub-Contractor	SBE (Y/N)	Description of Work	Date Contract Awarded	Amount of Sub-Contractor Award	Amount Paid This Reporting Period	Cumulative Paid To Sub-Contractor

I certify the information furnished with respect to subcontractor performance correct to the best of my knowledge and represents a current status of the SBE prime contractor with subcontractors for the designated period covered by this report. Further, those subcontractors, due payment pursuant to the terms of their subcontracts will be paid within ten days after receipt of payment from WMATA.

Signature & Title of Authorized Representative: _____

Date: _____

Washington Metropolitan Area Transit Authority (WMATA)

SMALL BUSINESS ENTERPRISE (SBE)

Page _____ of _____

SUB-CONTRACTOR'S PROMPT PAYMENT REPORT

Reporting Period _____

Contract Number _____

This Report is required to be submitted to Contract Administrator assigned to this solicitation, pursuant to the requirements of WMATA.

Subcontractor: _____

SBE Prime Contractor: _____ Subcontract Amount: _____

Description of Service/Product Performed	Invoice Date	Invoice Amount	Payment Received From Prime Contractor (<i>Check # or EFT Confirmation #</i>)	Cumulative Payments Received From Prime Contractor

I certify the information furnished with respect to payment(s) by the prime contractor for the above services/products is true and accurate to the best of my knowledge.

Signature & Title of Authorized Representative: _____

Date: _____