



Request for Quotation

Forensic Laptops

RFQ #: CIT0126288

Point of Contact: Terri Wilson

Date Issued: June 12, 2026

Due Date/Time: June 26, 2026 12:00 PM

Email Address: twilson1@wmata.com

NOTE:

The Washington Metropolitan Area Transit Authority (WMATA) requires the services/supplies of a qualified vendor to provide inventory items. 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 \$250,000.00. ANY RESPONSE OVER \$250,000.00 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.

Introduction

The Digital Modernization Office of Cybersecurity's (DMCS) forensic analysis team focuses on identifying, preserving, and examining digital evidence across the Washington Metropolitan Area Transit Authority's (WMATA) Information Technology (IT) environment. The team conducts detailed forensic imaging, artifact recovery, log analysis, and evidence validation to support incident response, internal investigations, and compliance-driven audits. This work strengthens WMATA's security posture by ensuring that potential security events are thoroughly analyzed and documented using defensible forensic methods.

Background

In support of evidence intensive tasks, such as full disk imaging, large scale data parsing, and analysis of multiple storage devices, the team requires equipment capable of handling sustained processing loads and managing large volumes of digital evidence. This includes sufficient memory and storage throughput to operate forensic toolsets and manage simultaneous examinations across multiple external drives.

Scope of Work

DMCS seeks to procure ten (10) Windows based laptops and ten (10) external hard drives with the technical specifications described herein, along with external hard drives to support secure evidence storage and the team's required forensic functionality.

Deliverables

Delivery and installation of:

- Ten (10) Windows based forensic laptops configured to support full disk imaging, large scale data parsing, and simultaneous analysis of multiple storage devices.
- Ten (10) high capacity external hard drives prepared for secure evidence storage, formatted according to WMATA forensic handling standards.

Performance and Acceptance Criteria

- Validation that all laptops and drives meet performance, security, and forensic workflow requirements, including imaging, hashing, and evidence handling tests.
- Delivery, setup, and documentation for all equipment, including system specifications, configuration details, warranty information, and an asset inventory list. Delivery must be accepted in writing by the COTR prior to payment.

Technical Specifications

Technical Specifications

Windows-Based Laptops

- Base: XPS 16 9640
- Processor: Intel Core Ultra 7 155H (16 cores, up to 4.8 GHz turbo)
- Operating System: Windows 11 Home, English French, Spanish
- Graphic: NVIDIA GeForce RTX 4070, 8GB GDDR6, 60W
- Memory: 64GB, LPDDR5X, 7467MT/s
- Display: 16.3 Touch 4K OLED, 400 nit, 48-90Hz, InfinityEdge, Low Blue Light
- Storage: 2TB M.2 PCIe NCM Solid State Drive
- Wireless: Intel Killer Wi-Fi 7 1750 (BE200) 2x2 + Bluetooth 5.4 Wireless Card With/ Networking
- Capabilities that include: DB-9 serial port
- Ethernet Interfaces: 2.5 Gbps
- Wi-Fi 6 / 6E support OR With/ USB-to-Serial adapter

External Hard-Drives

- Offers keypad (KP) or Bluetooth (BT) unlocking, with remote management capabilities to lock or wipe the device.
- Portable SSD,
- 1 TB storage minimum
- Rugged design
- Hardware encryption, AES 256-bit encryption

Performance Schedules

Delivery within five business days of award. Warranty period for all devices for a minimum of one year

Location of work and any constraints

All work associated with the deployment, configuration, validation, and handoff of the forensic laptops and external hard drives will be performed at the Washington Metropolitan Area Transit Authority (WMATA) facility located at 2401 Mill Road, Alexandria, VA 22314. This location will serve as the primary site for equipment delivery, secure setup, and operational readiness activities conducted by the DMCS forensic analysis team.

Location of work and any constraints

All work associated with the deployment, configuration, validation, and handoff of the forensic laptops and external hard drives will be performed at the Washington Metropolitan Area Transit Authority (WMATA) facility located at 2401 Mill Road, Alexandria, VA 22314. This location will serve as the primary site for equipment delivery, secure setup, and operational readiness activities conducted by the DMCS forensic analysis team.

DMCS Security Requirements

The final solution is expected to satisfy the following cybersecurity requirements through administrative, technical, and physical security controls, as detailed in NIST SP 800-53 rev. 5, *Security and Privacy Controls for Information Systems and Organizations*. Evaluation of implemented controls against the control baseline commensurate with the above categorization shall be conducted in the Technical Evaluation Team (TET) as needed and/or prior to acquisition and implementation. Shared responsibilities of control implementation between WMATA and the Vendor to satisfy these requirements shall be discussed and agreed to prior to contract award.

Access Control

The Vendor shall ensure that their technical solution limits information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems) and to the types of transactions and functions that authorized users are permitted to exercise.

Awareness and Training

The Vendor shall provide training of their technical solution to:

- (i) ensure that WMATA end users are made aware of the security risks associated with their activities and of the applicable laws, Executive Orders, directives, policies, standards, instructions, regulations, or procedures related to the security of their solution; and
- (ii) ensure that WMATA end users are adequately trained to carry out their assigned information security-related duties and responsibilities.

Audit and Accountability

The Vendor shall ensure that their technical solution

- (i) creates, protects, and retains information system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity; and
- (ii) ensure that the actions of individual information system users can be uniquely traced to those users so they can be held accountable for their actions.

The Vendor shall also indicate if they are able to integrate with WMATA's instance of Splunk for centralized audit log management.

Certification, Accreditation, and Security Assessments*

Validation of certification, accreditation, and security assessments shall be provided to WMATA upon request and can include, but not be limited to: Payment Card Industry Data Security Standard Attestation of Compliance (PCI DSS AOC), Service Organization Control (SOC) II Type II report, ISO 27001 Compliance, Vulnerability scan reports, and/or Penetration testing reports.

Configuration Management

The Vendor shall:

- (i) establish and maintain baseline configurations and inventories of their technical solution (including hardware, software, firmware, and documentation) throughout the respective system development life cycles; and
- (ii) establish and enforce security configuration settings for their technical solution.

Contingency Planning

The Vendor shall establish, maintain, and effectively implement plans for emergency response, backup operations, and post-disaster recovery for organizational information systems to ensure the availability of critical information resources and continuity of operations in emergency situations. When an event warrants the action of contingency plan activities, the Vendor shall alert the WMATA Contracting Official Technical Representative (COTR) by both telephone and email communication as soon as possible, but in no event more than 24 hours, and continue to communicate recovery activities and timelines until resolution to mitigate impact to WMATA operational business.

Identification and Authentication

The Vendor shall identify information system users, processes acting on behalf of users, or devices and authenticate (or verify) the identities of those users, processes, or devices as a prerequisite to allowing access to organizational information systems.

The Vendor shall also indicate if they are able to integrate with WMATA's instance of Entra ID/Azure Active Directory (AAD) for centralized identity and access management (IAM).

Incident Response

The Vendor shall establish an operational incident handling capability for organizational information systems that include adequate preparation, detection, analysis, containment, recovery, and user response activities. In the event of an incident, the Vendor shall use reasonable efforts to alert the following WMATA employees of any incident by both telephone and email communication as soon as possible, but in no event more than 24 hours after such incident and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the incident: notify the WMATA COTR for this procurement and WMATA's Digital Modernization, Office of Cybersecurity at DMCS_CyberFusionCenter@wmata.com and 1-833-982-9237.

Maintenance

The Vendor shall:

- (i) perform periodic and timely maintenance of their technical solution;
- (ii) notify the WMATA COTR and/or program office of maintenance periods;
- (iii) prioritize availability to meet agreed upon service level agreements; and
- (iv) provide effective controls on the tools, techniques, mechanisms, and personnel used to conduct information system maintenance.

Media Protection

The Vendor shall:

- (i) protect information system media, both paper and digital;

- (ii) limit access to information on information system media to authorized users; and
- (iii) sanitize or destroy information system media before disposal or release for reuse.

Physical and Environmental Protection

The Vendor shall:

- (i) limit physical access to information systems, equipment, and the respective operating environments to authorized individuals;
- (ii) protect the physical plant and support infrastructure for information systems;
- (iii) provide supporting utilities for information systems,
- (iv) protect information systems against environmental hazards; and
- (v) provide appropriate environmental controls in facilities containing information systems.

Planning

The Vendor shall, in collaboration with WMATA, develop, document, periodically update, and implement security plans for the technical solution that describe the security controls in place or planned said solution and the rules of behavior for individuals accessing the solution.

Personnel Security

Contractors provided by the Vendor in the fulfillment of this procurement request shall comply with WMATA's applicable personnel and Human Capital (HC) policies, to include the completion of WMATA Cybersecurity Awareness Training (CSAT) and proper notification of terminated contractors for access revocation.

Personally Identifiable Information Processing and Transparency

The Vendor shall be responsible for the protection of sensitive information stored, processed, and/or transmitted by the Vendor technical solution, to include, but not limited to: Personally Identifiable Information (PII), Payment Card Information (PCI), Protected Health Information (PHI), and Safety Sensitive Information (SSI). The Vendor is responsible for obtaining and maintaining compliance with legal and regulatory frameworks such as the Payment Card Industry Data Security Standard (PCI DSS) and Health Insurance Portability and Accountability Act (HIPAA) Security Rule. All vendors shall provide evidence of due diligence/artifacts to show compliance to include but not limited to: relevant service provider written agreements/ contracts, signed acknowledgements, and excerpts of data security language/indemnity clauses within contracts.

Risk Assessments

The Vendor shall, in collaboration with WMATA, periodically assess the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the acquisition, implementation, and operation of the Vendor technical solution and the associated processing, storage, or transmission of organizational information.

System and Services Acquisition

The Vendor shall:

- (i) allocate sufficient resources to adequately protect the Vendor technical solution and Vendor-owned dependent information systems;
- (ii) employ system/software development life cycle processes that incorporate information security considerations throughout the lifecycle;
- (iii) employ software usage and installation restrictions; and
- (iv) ensure that third-party providers employ adequate security measures to protect information, applications, and/or services outsourced from the organization.

System and Communications Protection

The Vendor shall:

- (i) monitor, control, and protect information transmitted or received by the Vendor technical solution at the external boundaries and key internal boundaries of the solution; and
- (ii) employ architectural designs, software development techniques, and systems engineering principles that promote effective information security within organizational information systems.

System and Information Integrity

The Vendor shall:

- (i) provide protection from malicious code at appropriate locations within the technical solution; and
- (ii) monitor information system security alerts and advisories and take appropriate actions in response.

In addition, the Vendor shall:

- (i) identify and report information system flaws, to include vulnerability scans/assessments and/or penetration tests, on a monthly basis to the COTR and the DMCS_VMP@wmata.com mailbox; and
- (ii) remediate identified vulnerabilities within the timelines outlined in WMATA's Cybersecurity Policy Manual: Critical vulnerabilities: immediately but no more than 15 days after notification, High vulnerabilities: within 30 days of notification, Medium vulnerabilities: within 60 days of notification, and Low vulnerabilities: within 90 days of notification.

Supply Chain Risk Management

The Vendor shall appropriately identify, manage, and address risks throughout their supply chain and provide assurance to WMATA that any procured components have been designed, developed, and validated with security considerations addressed throughout the lifecycle. The Vendor shall be responsible for subcontractor compliance to the cybersecurity requirements listed in this SOW and shall assume all responsibility for any incidents as a result of third-party mismanagement, error, or omission.

Pricing Sheet

Line No.	Description	Unit of Measure	Quantity	Unit Price	Total Price (Quantity * Unit Price)
1	Dell XPS 16 9640	EA	10		
2	Portable Hard Drive	EA	10		
	Total				

Authorized Signature

Printed Name

Email

Company Name

Date

***Notes:**

The Contractor shall complete entries in the columns entitled "Unit Price" and "Extended 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.

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:**

Washington Metropolitan Area Transit Authority (WMATA) facility located at 2401 Mill Road, Alexandria, VA 22314.

5. **WARRANTY OF SUPPLIES**

- (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 N/A

- (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. Register on the WMATA Supplier Portal:

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

- For all Supplier Portal Issues:

<https://www.wmata.com/business/procurement/vendor-resources.cfm#userguides>

Quotes will not be accepted via email. Please be sure to register your company on WMATA's Questions concerning this Request for Quotation may be directed to:

Attn: Terri Wilson

E-mail: twilson1@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 agrees to indemnify, defend and hold harmless WMATA from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), for loss, of whatsoever kind and nature (including but not limited to death, personal injury, property damage, or economic loss) occurring in connection with or arising out of the products or services provided, Vendor's access to WMATA property, and/or the scope of work performed under this contract including any errors or omissions of the Vendor unless caused by WMATA's sole negligence.

8. MINIMUM INSURANCE REQUIREMENTS

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
Technology Errors & Omissions 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.

Technology Errors and Omissions Insurance

Contractor must procure and maintain Technology Errors and Omissions insurance covering actual or alleged negligent acts, errors or omissions committed by the Contractor in the provision of information technology services performance of activities under this agreement, regardless of the type of damages. If the insurance is on a claims made basis, Contractor shall maintain continuous insurance coverage during the term of this agreement. The policy retroactive date must coincide with or precede the effective date of Contractor’s services under the agreement and shall continue until the termination of the agreement. The policy must allow for reporting of circumstances or incidents that might give rise to future claims, and an extended reporting period of at least one year must be purchased in the event ongoing coverage is not maintained. 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."
- (c) There is no limit on the number of orders that may be issued other than any limitations imposed by the "Order Limitations" clause. The Authority may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. This Contract and WMATA's Procurement Procedures Manual (PPM) shall govern the parties' rights and obligations regarding that order to the same extent that they would have governed the order had it been completed during the Contract's effective period. 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) *Minimum order.* When the Authority requires supplies and/or services covered by this Contract in an amount less than _____ the Authority is not obligated to purchase, nor is the Contractor obligated to furnish those supplies and/or services under this Contract.

(b) *Maximum order.* The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of _____
- (2) Any order for a combination of items in excess of _____
- (3) A series of orders from the same ordering office within ____days that together call for quantities exceeding the limitations stated above.
- (4) The Contractor shall honor any order exceeding the maximum order limitations in this clause, unless that order (or orders) is returned to the Contracting Officer within ____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) ordered and the reasons. Upon receiving this notice, the Contracting Officer may acquire the supplies and/or services from another source.

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; (d) 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 **N/A**

(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 an 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 a) through c) 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 a) through c) above, or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

6) NONDISCRIMINATION ASSURANCE

a) By submission of this 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 in bold are defined by the Code of Ethics for Members of the WMATA Board of Directors, a copy of which is available at www.wmata.com. Financial interests include ownership interests and prospective and actual income. Firm includes parents, subsidiaries and affiliates. By submission of this 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) CRIMINAL BACKGROUND SCREENING CERTIFICATION (QUARTERLY)

N/A

9) CERTIFICATION REQUIRED FOR ALL SAFETY-SENSITIVE CONTRACTS

N/A

10) NON-DISCLOSURE AND DATA ACCESS SUPPLEMENTAL TERMS

N/A

