

# WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 600 Fifth Street, NW, Washington, DC 20001-2651

# AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION	2. EFFECTIVE DATE	
A008	(Same as block 17)	
3. ISSUED BY PURCHASING SECTION WMATA PRMT - CENI 600 FIFTH STREET, NW, WASHINGTON DC 20001-2651	4. ADMINISTERED BY (If other than block 3)  (Same as block 3)	
5. CONTRACTOR NAME AND ADDRESS	6. FORM TYPE	
NAME AND ADDRESS	(Check only one)  AMENDMENT OF SOLICITATION NO. FQ15191/ER	
(Street, city,	DATE 9/28/15 (See block 7)	
county, state, and Zip Code)	MODIFICATION OF CONTRACT/ORDER NO.	
and zip code)	DATE (See block 9)	
7.THIS BLOCK AP	PPLIES ONLY TO AMENDMENTS OF SOLICITATIONS	
	ed as set forth in block 10. The hour and date specified for receipt of Offers is extended,	
	owledge receipt of this amendment prior to the hour and date specified in the solicitation, or as	
of this amendment on each copy of the offe amendment numbers. FAILURE OF YOUF AND DATE SPECIFIED MAY RESULT IN	(a) By signing and returning copies of this amendment; (b) by acknowledging receipt is submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and R ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer nade by telegram or letter, provided such telegram makes reference to the solicitation and this ening hour and date specified.	
8. ACCOUNTING AND APPROPRIAT	TION DATA (If required)	
NT/A		
N/A		
9. THIS BLOCK APPLIES ONLY TO I  (a) This Change Order is issued pursu  The Changes set forth in block 10 a	MODIFICATIONS OF CONTRACTS/ORDERS  nant to are made to the above numbered contract/order.  r is modified to reflect the administrative changes (such as changes in paying office, appropriation	
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# WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY 600 Fifth Street, NW, Washington, DC 20001-2651 AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT CONTINUATION SHEET FQ15191/ER

## A. Part 1 – Solicitation Instructions

# Delete the following pages and in turn substitute the accompanying pages:

DELETE	SUBSTITUTE	DESCRIPTION
Section 1 (h), Pg. 9	Section 1 (h), Pg. 9	Revised
Section 5, Pg. 11	Section 5, Pg. 11	Revised
Section 16 (b), Pg. 16, Volume 1 (IV)	Section 16 (b), Pg. 16 Volume 1 (IV)	Revised
Section 16 (g), Pg. 18	Section 16 (g), Pg. 18	Revised
Section F, 4 (a) (b) (c), Pg. 21	Section F, 4 (a) (b) (c), Pg. 21	Revised

# B. Part II Section 2 – Special Provisions

<u>DELETE</u>	SUBSTITUTE	<b>DESCRIPTION</b>
Section 14, Article 1 (7), Pg. 82	Section 14, Article 1 (7), Pg. 82	Revised
Section 15, Pg. 87	Section 15, Pg. 87	Revised

# C. Part III - Statement of Work

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Section 3.3.1.2, Pg. 110	Section 3.3.1.2, Pg. 110	Revised

\*\*\*END OF AMENDMENT 008\*\*\*

#### 1. GENERAL

a. The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified firm to provide architectural, engineering, and design services to include, but not limited to, program management (see SOW Section 4.2.3.), construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or other related services for support of the WMATA facilities management program. These other services may include professional engineering related services, or incidental services that may be performed by a professional engineer, or individuals working under their direction, who may logically or justifiably perform these services.

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- b. The General Architectural and Engineering Consultant (GAEC) shall assist the Authority by providing certain professional engineering, architectural and surveying services associated with new construction and the renovation, repair and maintenance of Authority facilities located in the District of Columbia, Maryland and Virginia.
- c. This solicitation shall be conducted in accordance with the Brooks Act. Award will be made to the offeror who is determined to be the highest qualified, is deemed responsible, whose proposal conforms to the solicitation's requirements, and who is judged, by the Contractor Evaluation Board's (CEB) assessment of the specific criteria, defined in Article 18, to best meet the Authority's requirements at a reasonable price.
- d. It is anticipated that one contract will be awarded from this solicitation for an estimated total aggregate value of \$120,000,000, and will have a 24 month base period plus three (3) twelve (12) month option periods. A Minimum Guarantee amount of \$2,500 will apply to the Base Period only.
- e. Only Architect or Engineering firms may compete for this contract. Firms are required to submit documentation that the firm is an architect or engineering firm and is to provide that documentation in Section H of the SF330. Documentation can be the firm's engineering registration number from a State Board of Professional Engineers if the State in which the firm is located has a firm registration requirement, or it can be resumes of the senior engineers/architects that are managing the firm showing that they are registered engineers or architects.
- f. A pre-proposal conference will be held at 1:00 p.m. on May 4, 2015, in the lobby level cafeteria of Carmen Turner Facility, 3500 Pennsy Drive, Hyattsville, MD 20785. Consultant attendance shall be limited to no more than two (2) attendees per consultant. It is requested that offerors submit their questions in writing, whether in advance of the meeting or during the meeting. Questions from the floor, however, are permissible.
- g. If you have any questions, Technical, Contractual, or Administrative, please e-mail them to <a href="mailto:com-inbound-a--e-idiq-gec--facilities@procoretech.com">com-inbound-a--e-idiq-gec--facilities@procoretech.com</a> no later than 2:00 PM, May 8, 2015. WMATA will provide written answers via an amendment to the solicitation posted on our website.
- #AM8 h. Your proposal must be received with all required submittals as stated in the RFP, no later than 2:00PM, October 14, 2015, at WMATA, Office of Procurement and Materials, 600 Fifth Street, NW, Room 3C-02, Washington, DC 20001-2651. #AM8

#### 2. **DEFINITIONS**

Contract: FQ15191 [9-A008] Solicita	ation Instructions

n. "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

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- o. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer typically as a result of discussions.
- p. "Shall" means the imperative.
- q. "Should" means an expected course of action or policy that is to be followed unless inappropriate for a particular circumstance.
- r. "Solicitation" means "Request for Proposal (RFP)" where the procurement is negotiated.
- s. "Will" (see "shall").

#### 3. EXPLANATION TO OFFERORS

a. Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed for a reply to reach all Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to an Offeror concerning a solicitation will be furnished promptly to all Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if lack of such information would be prejudicial to other Offerors. All Requests should be addressed as follows and submitted via e-mail to the following address:

com-inbound-a--e-idig-gec--facilities@procoretech.com

#### 4. PRIOR REPRESENTATIONS

a. The Authority assumes no responsibility for any understanding or representations concerning this solicitation made by any of its officers or agents prior to the issuance of the solicitation, the specifications, or related documents.

#### 5. ACKNOWLEDGMENT OF AMENDMENTS

#AM8 Offerors are required to acknowledge receipt of all Amendment(s) to the Solicitation on the designated form to be submitted with their proposal. Failure to do so may jeopardize the Offeror's right to have its Proposal reviewed by the Authority. #AM8

#### 6. PRE-PROPOSAL CONFERENCE

a. For the purpose of clarifying the terms, conditions, and requirements of this Request for Proposal, a pre-proposal conference will be held to respond to questions by interested offerors. This pre-proposal conference will be held at 1:00 p.m. on May 4, 2015, in the lobby level cafeteria of Carmen Turner Facility, 3500 Pennsy Drive, Hyattsville, MD 20785. The purpose of this conference will be to answer questions regarding, or requests for clarifications of, the solicitation documents. Consultant attendance shall be limited to no more than two (2) attendees per consultant. It is requested that offerors submit their questions in writing, whether in advance of the meeting or during the meeting. Questions from the floor, however, are permissible.

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or other presentations beyond those sufficient to present a complete effective response to the solicitation are not desired.

The offerors shall describe their proposals, through the use of graphs, charts, diagrams and narrative, in sufficient detail for the Authority to understand and evaluate the nature of the approach. In its evaluation, the Authority will consider the degree of substantiation of the proposed approaches in the proposal volumes and in response to any discussions if held.

All correspondence in conjunction with this solicitation should be directed to the Contract Administrator at the following email address:

com-inbound-a--e-idiq-gec--facilities@procoretech.com

#### b. PROPOSAL VOLUME REQUIREMENTS

The original of Volumes I and 2 shall be unbound, all copies of Volumes 1 and 2, as well as Volume 3 will be separately bound and all copies shall have the RFP number, the Proposer's identity, volume number, and volume title printed on the cover page. Volumes shall be submitted in the following order:

- (1) Volume I Technical One (1) original, one (1) copy, and three (3) electronic copies of the Technical proposal (Shall not include cost/price information)
- (2) Volume II Price Proposal One (1) original, one (1) copy, and three (3) electronic copies of the price proposal (Shall not include cost/price information)
- (3) Volume III Contractual One (1) original, one (1) copy, and three (3) electronic copies of the completed signed solicitation documents to include Representations, Certificate of Insurance, Pre-Award Data, Signed Amendments, and Joint Venture Agreements (if applicable).

The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information. The first or title page shall be in accordance with FAR 52.215-1, paragraph (c) (2). The following are further descriptions of the information that shall be provided with the proposal.

VOLUME I – TECHNICAL PROPOSAL		
SECTION Pa		
I. Cover Letter	10	
II. Table of Contents	2	
III. Executive Summary	5	
IV. SF 330	No limit	

#AM8

#AM8

Contract: FQ15191	[16-A008]	Solicitation Instructions

subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

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- f. Each volume in the proposal shall include a copy of the cover letter (letter of transmittal), title page and table of contents. The table of contents shall list sections, subsections and page numbers. Each volume shall contain a glossary of all abbreviations and acronyms used. Each acronym used shall be spelled out in the text the first time it appears in each proposal volume.
- #AM8 g. In addition to the paper copies identified above, the offeror shall submit two (2) hard copies and three (3) USB with each volume of the proposal Text and graphics portions of the electronic copies shall be in a format readable by Microsoft (MS) Word 2000. Data submitted in spreadsheet format shall be readable by MS Excel 2000. Oral presentation (if conducted) material shall be readable by MS Office 2000 or MS PowerPoint 2000. In case of conflict between the paper copy and the electronic copy of the proposals submitted, the paper copy shall take precedence. #AM8

#### h. Submission Address.

The proposals and all copies shall be sent or hand-carried to the address and POC shown below:

Washington Metropolitan Area Transit Authority Attn: Errol Roper/FQ15191 600 Fifth St, N.W., Room 403 Washington DC 20001 Phone: 202-962-2086

E-Mail: eroper@wmata.com

- i. **Submission Due Dates.** Offers must be received prior to 2:00 PM EST, May 20, 2015. Late submissions will not be accepted.
- j. Cross Referencing. Each volume, other than the Cost volume, shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Hyperlinking of cross-references is permissible. Information required for proposal evaluation, which is not found in its designated volume or cross-referenced, is assumed omitted from the proposal.

#### 17. SELECTION CRITERIA

- a. The following evaluation criteria will be the basis for selection of the most preferred firm, in decreasing order of importance:
  - 1) Professional qualifications necessary for satisfactory performance of required services:
  - 2) Demonstrated specialized experience and technical expertise in the design, engineering and architectural support for an operating rail and bus system, including the expertise, experience, and qualifications of the A/E"s primary designer in each relative discipline for providing the services.

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# Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. A project is defined as either a single function contract or a single task order under an Indefinite Delivery Indefinite Quantity or On-Call type contract. IDIQ contract as a whole will not be considered. Projects shall be in the range of \$100,000.00 to \$200,000,000.00. Complete one Section F for each project. Present 10 (10) projects.

Section H. Additional Information.

In Section H Provide the following information:

- Provide documentation that the firm is an architect or engineering firm. Documentation
  can be the firm's engineering registration number from a State Board of Professional
  Engineers if the State in which the firm is located has a firm registration requirement
  or it can be resumes of the senior engineers/architects that are managing the firm
  showing that they are registered engineers or architects.
- 2. Provide a narrative describing past performance with Transit agencies, Government agencies, and private industry on projects submitted in Section F, in terms of 1) quality of work, 2) cost control, 3) compliance with project schedules, and 4) contract/project management.
- 3. For each project provided in Section F submit:
  - a. If a federal contract, provide copies of DD Form 2631s, "Performance Evaluation (Architect Engineer)" or other applicable form.
  - b. If not a federal contract, provide facility owner documentation of the firm's performance issued on that contract. If no documentation exists, so state.
  - c. Provide accessible owner points of contact-name, title, address, telephone number, and email.
  - d. Provide copies of awards and letters of appreciation/commendation.
- 4. Please provide the following to demonstrate the offeror's capacity to accomplish the work in the required time and ability to handle multiple projects at the same time:
- #AM8 a. For each design team firm, list all <u>current and relevant projects being</u> <u>designed by the Prime offeror</u>, with a current design fee of greater than \$200,000. This information will not count against the page limits. #AM8
- #AM8 b. For each project, identify the <u>current</u> design fee, the current stage of design, and the anticipated design completion date. This information will not count against the page limits. #AM8
- #AM8 c. Indicate the firm's present workload and the availability of the project team (including subconsultants) for the specified contract performance period.

  This information to be provided by the Prime only. #AM8

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#AM8 The successful Proposer shall, within the time established in the Contract Documents and as a condition to issuance of a Notice to Proceed, furnish performance and payment bonds, if applicable, on forms acceptable to the Authority and in the amounts indicated in the Contract Documents.

Performance and payment bonds will be determined with each individual task order. #AM8

## 16. LAWS AND REGULATIONS

a. Each Offeror shall be responsible to fully inform themselves of the requirements for and to comply with any applicable State of Maryland, Commonwealth of Virginia, District of Columbia, Federal and jurisdictional laws and regulations governing the service to be provided under the contract. Further, each contractor shall be responsible to obtain, at its own cost and expense, any and all licenses/permits required to transact business in any political jurisdictions to be serviced.

## 17. PRIME CONTRACTOR DBE RESPONSIBILITIES

- a. The prime contractor will be responsible for submitting a <u>monthly report of the status of its DBE subcontractors</u> as outlined in Appendix B.
- b. Reports shall be submitted monthly to the Authority Representative, who in turn, will forward a copy to the Office of Procurement and Materials, DBE Branch, Jackson Graham Building, 600 Fifth Street NW, Washington DC 20001.

## 18. <u>FEDERAL/LOCAL/STATE SALES TAX</u>

- a. Pursuant to Article XVI., Paragraph 78., of the Washington Area Metropolitan Transit Authority Compact, as adopted by the State of Maryland, the District of Columbia, and the Commonwealth of Virginia, with the authorization and consent of the Congress of the United States, the Authority has been accorded exemption from taxes as follows:
- 1. "the Authority and the Board shall not be required to pay taxes or assessments upon any of the property acquired by it or under its jurisdiction, control, possession or supervision, or upon its activities in the operation and maintenance of any transit facility or upon any revenues therefrom, and the property and income derived therefrom shall be exempted from all Federal, State, District of Columbia, municipal, and local taxation. This exemption shall include without limitation, all motor vehicle license fees, sales taxes and motor fuel taxes."
- b. It has been the practice of the District of Columbia to apply the Authority's tax exempt status to certain purchases of materials required under Authority construction contracts and acquired by Contractor for physical incorporation into the project work. This has not been the practice in either Maryland or Viginia. The Authority does not represent or warrant that the District of Columbia practice applies to this project or, if it does, that it will continue in effect during the term of this project. It is the responsibility of the Contractor to determine its liability for any and all taxes applicable to this project. Assessment or payment of taxes by the Contractor, including taxes resulting from changes in existing laws or the application thereof or of new or additional taxes, shall not constitute the basis for an increase in the Contract price, except as otherwise allowed under Section 00779, FEDERAL, STATE AND LOCAL TAX.
- c. By submission of its proposal, the proposer certifies that none of the taxes as to which the Authority is exempt are included in its proposal price(s) or the final Contract Price. In the event that the Authority learns that any taxes to which the Authority is exempt are included in the final Contract Price, the Authority shall be entitled to a reduction in the Contract Price reflecting such amount and a refund of monies paid related to such taxes, plus applicable interest.

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# Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. A project is defined as either a single function contract or a single task order under an Indefinite Delivery Indefinite Quantity or On-Call type contract. IDIQ contract as a whole will not be considered. Projects shall be in the range of \$100,000.00 to \$200,000,000.00. Complete one Section F for each project. Present 10 (10) projects.

Section H. Additional Information.

In Section H Provide the following information:

- 1. Provide documentation that the firm is an architect or engineering firm. Documentation can be the firm's engineering registration number from a State Board of Professional Engineers if the State in which the firm is located has a firm registration requirement or it can be resumes of the senior engineers/architects that are managing the firm showing that they are registered engineers or architects.
- 2. Provide a narrative describing past performance with Transit agencies, Government agencies, and private industry on projects submitted in Section F, in terms of 1) quality of work, 2) cost control, 3) compliance with project schedules, and 4) contract/project management.
- 3. For each project provided in Section F submit:
  - a. If a federal contract, provide copies of DD Form 2631s, "Performance Evaluation (Architect Engineer)" or other applicable form.
  - b. If not a federal contract, provide facility owner documentation of the firm's performance issued on that contract. If no documentation exists, so state.
  - c. Provide accessible owner points of contact-name, title, address, telephone number, and email.
  - d. Provide copies of awards and letters of appreciation/commendation.
- 4. Please provide the following to demonstrate the offeror's capacity to accomplish the work in the required time and ability to handle multiple projects at the same time:
- #AM8 a. For each design team firm, list all <u>current and relevant projects being</u> designed by the Prime offeror, with a current design fee of greater than \$200,000. This information will not count against the page limits. #AM8
- #AM8 b. For each project, identify the <u>current</u> design fee, the current stage of design, and the anticipated design completion date. This information will not count against the page limits. #AM8
  - c. Indicate the firm's present workload and the availability of the project team (including subconsultants) for the specified contract performance period.

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

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# **Minimum Insurance Requirements**

# **Article 1. General Insurance Requirements**

Contractor shall procure, at its sole cost and expense the insurance outlined in this Section as follows:

- 1) Contractor is required to maintain the insurance coverage(s) outlined in this Section for a period of time commencing the sooner of the execution of this contract, or the start of Work, without interruption. The coverages shall be maintained in force and effect for 3 years after final completion and acceptance of the Work, with the exception of Professional Liability. Professional Liability insurance requirements are outlined in Article 6.
- 2) The insurance coverage and limits of insurance outlined in this Section are <u>minimum</u> coverage 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 and all policy(s), including all endorsement(s), within 5 business days of such request.
- 4) Insurance Policies must be written on admitted paper, (unless otherwise indicated herein) with an insurance company acceptable to WMATA.
- 5) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 6) Any insurance policy utilizing a Self-Insured Retention (SIR) requires approval from WMATA.
- 7) Contractor is required to incorporate these minimum Insurance Requirements into contract
  #AM8 requirements of all Sub-Contractors of every tier. Contractor, at their sole peril may amend
  the minimum required limits of coverage for Sub-contractors but not the Required Minimum

Coverage(s). Doing so does not relieve Contractor from its respective liability to WMATA#AM8

# Article 2. Workers' Compensation and Employer's Liability

# Required Minimum Limits of Coverage:

Workers' Compensation	Statutory	
Employers' Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

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- **3.1.1.1** Undergraduate Degree in Engineering or Architecture
- **3.1.1.2** Professional Licensure; Professional Engineer, Registered Architect, or certification; and PMP, or equivalent
- **3.1.1.3** Minimum of 10 years of experience in managing the design of complex multi-discipline projects of a similar type and financial magnitude in the rapid transit industry.
- 3.2 Quality Assurance Manager
- **3.2.1** Minimum Qualifications
- **3.2.1.1** Bachelor's Degree in Civil Engineering, Construction Management, Architecture, or equivalent related work experience.
- **3.2.1.2** Trained as a Lead Auditor in a Registrar Accreditation Board of the American Society for Quality (RABASQ) approved course on the requirements of ISO 9001
- **3.2.1.3** Minimum of 10 years of related experience including a minimum of 5 years of management positions in a production, manufacturing, or construction environment performing QA/QC auditing. Transit industry experience is preferred.
- 3.3 Chief Cost Estimator
- 3.3.1 Minimum Qualifications
- **3.3.1.1** Bachelor's Degree in Civil Engineering, Construction Management, Architecture, or equivalent related work experience.
- #AM8 **3.3.1.2** Professional Certification; American Association of Cost Engineers; Association for the Advancement of Cost Engineering International or equivalent #AM8
  - **3.3.1.3** Minimum of 15 or more years estimating or project experience on heavy civil projects
  - **3.3.1.4** Minimum of 10 or more years estimating experience in the construction industry
  - **3.3.1.5** Demonstrated experience estimating projects of more than \$10,000,000
  - 4 SCOPE OF SERVICES:
  - **4.1** General: