

**WASHINGTON METROPOLITAN TRANSIT AUTHORITY  
600 FIFTH STREET, NW  
WASHINGTON, DC 20001**

Tender Number:	RFP-FQ15190/KKB
Date of Issuance:	July 03, 2017
Tender Due Date:	July 14, 2017

**ADDENDUM NO. 02  
TO  
REQUEST FOR PROPOSALS  
FOR**

**Architect-Engineering (A/E) General Planning Services (A/E MATOCs) Tender Number  
FQ15190/KKB**

**TO WHOM IT MAY CONCERN:**

The Request for Proposals for Proposal Documents accompanying RFP-FQ15190/KKB requesting proffers for above procurement action are herewith changed in part as listed below. The changes are bolded and denoted with ## signs. The purpose of the addition is to make clear that Price Proposals are not being requested at this time. Financial information will be requested as part of price negotiation with the selected vendor(s).

**1. TABLE OF CONTENTS:**

<u>DELETE</u> Table of Contents in its entirety	<u>SUBSTITUTE</u> Table of Contents, Addendum No. 02	<u>DESCRIPTION</u> Pages repagination
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**2. RFP SOLICITATION INSTRUCTION:**

<u>DELETE</u> SI-10 Proposal Format Instructions/Requirements Subsection (c), page 10 Addendum No. 02	<u>SUBSTITUTE</u> SI-10 Proposal Format Instructions/Requirements Subsection (c), page 10	<u>DESCRIPTION</u> Added a Cover Letter instructions
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<u>DELETE</u> Request for Proposal, Sub-article 14(1c), page 15	<u>SUBSTITUTE</u> Request for Proposal, Sub-article 14(1c), replace with page 15, Addendum No. 02	<u>DESCRIPTION</u> Added including the two (2) public outreach projects
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<u>DELETE</u> Request for Proposal,	<u>SUBSTITUTE</u> Request for Proposal,	<u>DESCRIPTION</u> Added Sections (G),
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Sub-article 14(2),  
page 16

**DELETE**

Request for Proposal,  
Sub-article 14(2),  
page 17

Sub-article 14(2), replace  
with page 16, Addendum No. 02

**SUBSTITUTE**

Request for Proposal,  
Sub-article 14(2), replace  
with page 17, Addendum  
No. 02

(I) requirements to  
the first paragraph

**DESCRIPTION**

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deleted the words  
Architect-  
Engineering firm  
and replaced with  
Architect or  
Engineering firm.

**DELETE**

Request for Proposal,  
Sub-article 14(2),  
page 17

**SUBSTITUTE**

Request for Proposal,  
Sub-article 14(2), replace  
with page 17, Addendum No. 02

**DESCRIPTION**

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fully from the  
fourth paragraph

**DELETE**

SI-23 Performance/  
Payment Bonds,  
page 21

**SUBSTITUTE**

SI-23 Performance/Payment  
Bonds, page 21,  
Addendum No. 02

**DESCRIPTION**

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Performance/  
Payment Bonds  
requirements

**3. BOND FORMS:**

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Performance Bond  
Form pages 107-108

**SUBSTITUTE**

Performance Bond Form,  
pages 107-108,  
Addendum No. 02

**DESCRIPTION**

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Performance Bond  
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Payment Bond Form  
pages 109-110

**SUBSTITUTE**

Payment Bond Form,  
pages 109-110,  
Addendum No. 02

**DESCRIPTION**

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Bond Form

**4. PART III – STATEMENT OF WORK:**

**DELETE**

Article 2, Sub-article 2.5,  
Senior Designer, page 115

**SUBSTITUTE**

ARTICLE 2, Sub-article 2.5,  
page 115, Addendum No. 02

**DESCRIPTION**

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Designer.

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Article 2, Sub-article 2.6,  
Quality Assurance Manager,  
page 115

**SUBSTITUTE**

Article 2, Sub-article 2.6,  
page 115, Addendum No. 02

**DESCRIPTION**

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Assurance and  
replaced with Control

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Article 4 Scope of Services,

**SUBSTITUTE**

Article 4 Scope of Services,

**DESCRIPTION**

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Sub-article Tasks to Be  
Performed, Sub-sub-article  
Quality Control Program  
pages 119-119A

Sub-article Tasks to Be  
Performed, Sub-sub-article  
Quality Control Program  
pages 119-119A,  
Addendum No. 02

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requirements.  
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For approval of QC  
Manager in lieu of  
CO. Expanded the  
Quality Control  
Program  
Requirements.

**5. TERMS AND CONDITIONS Chapter III–Acceptance/Inspections/Deficiencies**

**DELETE**

TC-5 Warranty  
page 52

**SUBSTITUTE**

TC-5 Warranty, page 52  
Addendum No. 02

**DESCRIPTION**

Instructed Offerors  
that TC-5, Warranty  
does not apply, TC-  
11 shall apply

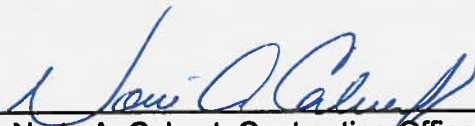
6. There are no further changes.

7. THE SOLICITATION PROVISIONS ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH ARE HERewith INCORPORATED INTO THE ABOVE CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROFFERS IS NOT EXTENDED AND WILL REMAIN July 14, 2017 AT 2:00 PM EST.

8. Acknowledgement: Offerors are required to acknowledge receipt of this addendum on Proposal Form in the space provided. Failure to acknowledge all Addenda may cause the proffer to be considered non-responsive to the invitation, which may cause its rejection.

\*\*\*\*\*

Issued By: \_\_\_\_\_



Norie A. Calvert, Contracting Officer, Office of Procurement and Materials

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Text shall be single-spaced, on 8½" x 11" paper (except as specifically noted), with a minimum one-inch margin all around. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. Offerors may use 11" x 17" sized fold-out pages for tables, charts, graphs, or pictures that cannot be legibly presented on 8½" x 11" paper. An 11" x 17" is a two-sheet equivalent (with regards to the page count limitations). The page margins shall not be smaller than one inch on all four sides. The type size for text shall not be smaller than 10 point, with at least a line spacing of one. The type size for figures and tables shall be no smaller than 8 point. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

**## Volume 1 Technical Proposal shall include a copy of the cover letter** (letter of transmittal), and the 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 (if applicable). Each acronym used shall be spelled out in the text the first time it appears in each proposal volume. **##**

(d) **CROSS REFERENCING.**

Each 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.

(e) **VOLUME I TECHNICAL PROPOSAL**

SECTION	PAGE LIMIT
I. PROPOSAL COVER LETTER	5
II. TABLE OF CONTENTS FOR TECHNICAL PROPOSAL	5
III. GLOSSARY OF ABBREVIATIONS AND ACRONYMS (if applicable)	No limit
IV. RESPONSES TO EVALUATION CRITERIA:	
A) Past Experience and Performance	No limit apart from 5 pages limit for each public outreach description. Refer to Article 14. EVALUATION CRITERIA AND Basis for Award. 1) PAST EXPERIENCE AND PERFORMANCE
B) Relevant Technical Qualifications and Expertise	No limit apart from 10 pages limit for Section H-3. Refer to Article 14. EVALUATION CRITERIA AND Basis for Award 2) RELEVANT TECHNICAL QUALIFICATIONS AND EXPERTISE
C) Management Approach	20
D) DBE participation	No limit

**I. PROPOSAL COVER LETTER**



competitive range for Contract award. The Contracting Officer shall conduct discussions with all Offerors submitting proposals that are within the competitive range.

- (d) The Contracting Officer may, following such discussions, direct the Offerors whose proposals are within the competitive range to submit Best and Final Offers ("BAFOs"). In such instances, the Contracting Officer shall award the Contract based upon his or her review of the BAFOs in accordance with the Evaluation Criteria and the Brooks Act. Nothing contained herein shall limit, modify or impair the Contracting Officer's right to engage in any additional oral or written discussions or other communications relating to the solicitation that may, be consistent with the Authority's best interests.
- (e) The Authority maintains the right to waive informalities and minor irregularities in proposals at any time during the solicitation process.

#### **14. EVALUATION CRITERIA AND BASIS FOR AWARD**

This is a qualifications-based competitive source selection 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 Authority assessment of the specific criteria, listed in Article 14, to best meet the Authority's requirements at a fair and reasonable price.

The Authority reserves the right to award this Contract without discussions or further communications concerning the Proposals received. Proposals should contain the Offeror's best terms from the technical standpoint. The Contracting Officer reserves the right to engage in oral or written communications with Proposers prior to award of this Contract.

The following evaluation criteria which will be the basis for selection of the most qualified firm and the weight percentage assigned for evaluation purposes calculation are listed below:

- 1) Past Experience and Performance (40%)
- 2) Relevant Technical Qualifications and Expertise (30%)
- 3) Management Approach (20%)
- 4) DBE participation (10%)

##### **1) PAST EXPERIENCE AND PERFORMANCE (40%)**

- a) **##** Submit response on the latest revision of Standard Form (SF) 330 ARCHITECT-ENGINEER QUALIFICATIONS, Sections F – EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT and H – ADDITIONAL INFORMATION and follow the directions included in the instructions of SF 330 unless directed otherwise in this Article 14. For SF 330 submittal, 1-inch margin rule shall not apply **##**.
- b) A project is defined as either a single function contract or a single task order under an Indefinite Delivery type of contract. Indefinite Delivery type of contract as a whole will not be considered. A&E projects presented shall be of a minimum value of \$100,000.
- c) **##** Response shall include a brief description of up to seven (7) **(including the two (2) public outreach projects)**, but not less than five (5) example projects similar to that required for this Contract's Statement of Work. Projects selected should have been completed within the last 5 years from the posting date of this Solicitation and adhere to the following guidelines: **##**

- At least one (1) project shall demonstrate staff and firm expertise in planning and design related to rail station access and capacity.

- At least one (1) project shall demonstrate firm expertise in bus, rail, and support facility planning and design.
  - At least one project shall demonstrate the firm expertise in transit corridor planning.
  - At least one project shall demonstrate the firm expertise in station planning in support of joint development.
  - At least one project shall demonstrate firm expertise in the environmental clearance process including NEPA.
  - At least two projects presented shall be performed within the geographical area of this Contract as defined under PART III STATEMENT OF WORK. Geographical area of this Contract as mentioned hereinafter shall mean geographical area as defined under PART III STATEMENT OF WORK. It is preferable that the firm is located and has practical knowledge and experience performing A&E services in each of the Washington Metropolitan Area States (the State of Maryland, District of Columbia and Commonwealth of Virginia).
- d) Additional instructions for Block 24 of SF 330, Section F: include a detailed description of two (2) comprehensive public outreach efforts for projects implemented by the proposed team within the past 5 years within the geographic area of the Contract. Attach additional sheets as needed for Block 24 public outreach efforts description, but no more than five (5) pages for each description.
- e) Section H-1, Block 30: For all projects listed in Section F provide performance evaluation forms:
- If a federal contract, provide copies of performance evaluation forms meeting the requirements of FAR Subpart 42.15
  - If not a federal contract, provide a performance evaluation form from the owner to include the assessment, at a minimum, of the following:
    - (i) Technical (with emphasis on quality of the service)
    - (ii) Commitment to customer satisfaction and business-like concern for the interest of the customer, particularly in minimizing disruptions to everyday workflow during personnel transitions
    - (iii) Managing of the subcontractors

All performance evaluation forms shall include verified, up-to-date telephone number and email address of the owner Project Manager and Contracting Officer. If no documentation is provided, state valid reasons for not submitting the requested documentation. In evaluating Past Performance, the Authority may contact some or all of the references provided by the Offeror and may contact other sources of information. The Authority may evaluate the performance of the proposed subcontractors. The Authority may obtain past performance information from the Authority records and references from other agencies for which the Offeror had previously worked.

## **2) RELEVANT TECHNICAL QUALIFICATIONS AND EXPERTISE (30%)**

**##** Submit response on the latest revision of SF 330 ARCHITECT-ENGINEER QUALIFICATIONS, Sections A – CONTRACT INFORMATION, B – ARCHITECT-ENGINEER POINT OF CONTACT, C – PROPOSED TEAM, D – ORGANIZATIONAL CHART OF PROPOSED TEAM, E – RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT, G – KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS and H – ADDITIONAL INFORMATION, I – AUTHORIZED REPRESENTATIVE and follow the directions included **##**

in the instructions of SF 330 unless directed otherwise in this Section. Proposers shall include the personnel listed in Paragraph 2 KEY PERSONNEL of the STATEMENT OF WORK among the personnel presented in Sections D and E.

**## Section H-2, Block 30. Provide documentation proving that a Proposer is a professional architect or engineering firm permitted by law to practice the profession of architecture or engineering. The Proposer shall demonstrate that it is permitted by law to practice the profession of architecture and engineering in the State of Maryland, the District of Columbia, and the Commonwealth of Virginia.##**

Section H-3, Block 30.I Include sample work products, including project graphics, sample INDESIGN (or equivalent) reports, conceptual site plans, bus, rail, and support facility designs produced by the proposed key personnel, within the past 5 years. It is desirable that sample work products presented are from the projects listed in Section F, however this is not a requirement, If the person proposed was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Response to this Section H-3 shall not exceed 10 pages.

**## Replace instructions on SF 330, Section E, Block 19 with the following: Provide information on up to seven (7) completed projects, but no less than five (5) in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. If the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F, then these projects do not necessarily have to be any of the projects presented in Section F for the project team. Use the check box provided to indicate if the project was performed with any office of the current firm. At least one of the relevant projects listed in Block 19 shall be completed with the current firm. ##**

Submitted Sections C, D, E, H in response to this evaluation factor shall highlight technical qualifications and expertise in each of the following functional areas:

1. Planning, Conceptual Design, and Preliminary Engineering:

- a) Station Capacity and Station Access
- b) Bus, Rail and Support Facilities
- c) Station Planning in Support of Joint Development

2. Planning Support Services:

- a) Contract Support
  - b) Environmental Clearance
  - c) Public Involvement and Agency Coordination
- In support of above functional areas, responses shall demonstrate technical qualifications and expertise in each of the following areas: transit architecture, transportation planning and engineering; civil, mechanical, and structural engineering services; cost estimating; urban planning and design; contract solicitation preparation; NEPA environmental clearance; and design and execution of major public outreach efforts.
  - Key Personnel presented in Sections D and E shall have at least 8 years' experience in their respective areas and dependent on the positions in the following areas: transit architecture, transportation planning and engineering; civil, mechanical, and structural engineering services; cost estimating; urban planning

**21. SITE VISIT/INSPECTION OFFEROR'S FACILITIES**

Not Applicable

**22. CONTRACT AWARD**

- (a) This is a qualifications-based competitive source selection conducted in accordance with the Brooks Act. Award will be made to the Offeror(s) 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 Authority assessment of the specific criteria, listed in Article 14, to best meet the Authority's requirements at a fair and reasonable price.
- (b) This procurement may result in award of a minimum of two (2) or more separate IDIQ Contracts from this announcement, but may result in award of a single Contract. On the Task Order level, the highest ranked Contractor will be given the negotiations opportunity first; if the highest ranked Contractor do not provide a fair and reasonable price, WMATA moves to the next qualified Contractor. The guaranteed minimum task order value will be \$20,000 for the life of the Contract. Once a task order has been placed for a total of \$20,000 or more the minimum award guarantee will be satisfied. Multiple task orders may be awarded with similar completion schedules and overlapping delivery dates. The value of individual Task Orders may range from \$20,000 to \$3,000,000; however WMATA may elect to issue Task Orders of a higher or lower value. The estimated aggregate value for all awarded Task Orders is \$30,000,000 to \$50,000,000. The maximum value of all Task Orders awarded will not exceed \$50,000,000 over the Ordering Period. The Ordering Period establishes the time limits for the issuance of individual Task Orders and shall be five (5) years from the Notice of Award date.
- (c) A written award mailed or otherwise furnished to the successful Offeror at any time prior to withdrawal of the proposal shall result in a binding Contract without further action by either party. Discussions conducted after receipt of an offer do not constitute the Authority's rejection or counteroffer.
- (d) The signed Contract with required insurance shall be returned to the Authority within ten (10) calendar days after the Notice of Award issuance date. No Task Orders shall be ordered until the insurance requirements are met and the approval of WMATA RISK department is received for the insurance.
- (e) The Authority reserves the right to reject and any all proposals received and decline to enter into a Contract pursuant to this solicitation, if it deems such action is in the Authority's best interests.
- (f) The Acceptance Period shall be 120 calendar days from the latest due date for submission of Proposals.

**23. ##PERFORMANCE/PAYMENT BONDS## NOT APPLICABLE**

The successful proposer shall, within the time established in this Contract and as a condition to issuance of a Notice to Proceed, furnish performance and payment bonds, if applicable, on forms acceptable to the Authority and in the amounts indicated in this Contract. Performance and payment bonds will be determined with each individual Task Order and the Contractor will be informed of the requirement then.

**24. DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS**

**3. ACCEPTANCE OF SUPPLIES**

NOT APPLICABLE

**4. NEW MATERIAL [SUPPLIES]**

NOT APPLICABLE

**5. WARRANTY:**

**## Under the A/E contract, TC-5 does not apply; TC-11 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR shall apply ##**

- (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 Authority accepts them or places them in service, whichever is earlier. The Contractor shall accept the Authority's records regarding the date the item was placed in service.
- (b) In the event that any work covered by the warranty provisions fails during the warranty period, the Contractor shall repair or replace the work within three (3) days without cost or expense to the Authority.
- (c) Should the Contractor shall fail to repair or replace any part or do any work in accordance with the terms of this warranty, or if immediate replacement or work is necessary to maintain operations, the Authority shall have the right to cause such replacement to be made, utilizing its own forces and/or those of third parties as the Authority shall reasonably deem appropriate, at Contractor's expense.
- (d) Each piece of equipment, component or part thereof that the Contractor replaces, repairs, adjusts or services in any manner under the terms of this warranty during the warranty period shall be reported to the Contracting Officer on 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 to its maintenance and service facilities. The Authority shall at its sole discretion determine the availability of facilities for warranty work.
- (f) The Contractor shall make adequate service facilities available, along with spare parts, for all the items under warranty. Trained technical service personnel shall be available to the Authority sufficient to meet the Contractor's warranty obligations.
  - (1) The Contractor shall provide field service representatives who are competent and fully qualified in the maintenance and operation of the warranted items. These field service representatives shall assist the Authority in overcoming any difficulties in the operation or maintenance of the warranted items. They shall further serve as the Contractor's on-site representatives for any component failure claims or warranty claims under this Contract.
  - (2) During the warranty period, a field service representative shall be available within twenty four (24) hours.

**##BOND FORMS## NOT APPLICABLE**

**##PERFORMANCE BOND** (Do not submit until specifically asked for on a Task Order basis). **##**

**Contract No.:**

**Contract Date:**

**Penal Sum of Bond:**

**Date Bond Executed:**

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

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

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

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

**Principal(s)**

1. Firm Name  
and Address:

Corporate Seal

Signature: \_\_\_\_\_

State of Inc.:

Name and Title:

2. Firm Name  
and Address:

Corporate Seal

Signature: \_\_\_\_\_

State of Inc.:

Name and Title:

3. Firm Name  
and Address:

Corporate Seal

Signature: \_\_\_\_\_

State of Inc.:

Name and Title:

PERFORMANCE BOND – Page 2



<b>Corporate Sureties</b>					
Surety  A	Surety Name and Address:			Liability Limit	(Seal)
	Signature: _____			\$	
	Name and			State of Inc.:	
	Title:				
Surety  B	Surety Name and Address:			Liability Limit	(Seal)
	Signature: _____			\$	
	Name and			State of Inc.:	
	Title:				
Surety  C	Surety Name and Address:			Liability Limit	(Seal)
	Signature: _____			\$	
	Name and			State of Inc.:	
	Title:				
<b>Attach additional pages as needed.</b>					
Bond					
Premium					
Schedule					
		Total Premium	\$		
<b>Instructions</b>					
1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies and services.					
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.					
3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Sureties".					
4. Corporations executing the bond shall affix their corporate seals.					
5. The name of each person signing this performance bond should be typed in the space provided.					
6. The date this bond is executed must be the same date as the contract execution date.					

**##PAYMENT BOND Not Applicable##**

(Do not submit until specifically asked for on a Task Order basis)

**Contract No.**

**Contract Date:**

**Penal Sum of Bond:**

**Date Bond Executed:**

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

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

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

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

PAYMENT BOND page 2

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

**Principal(s)**

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

**Corporate Sureties**

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

**Attach additional pages as needed.  
Instructions**

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

## 2. KEY PERSONNEL

- 2.1 Program Manager
- 2.2 Senior Planner
- 2.3 Senior Architect
- 2.4 Senior Engineer
- 2.5 ~~##Senior Designer## Delete in its entirety~~
- 2.6 ~~##Quality Control Manager##~~

Key Personnel proposed will be evaluated per Article 14 EVALUATION CRITERIA AND BASIS FOR AWARD. The Contractor shall not unilaterally replace KEY PERSONNEL unless the removal is beyond Contractor's control (such as KEY PERSONNEL leaving the Contractor's firm) and/or there is mutual consent between the Authority and Contractor for the removal of the KEY PERSONNEL. In order to receive Authority's consent for the replacement of KEY PERSONNEL, the Contractor shall provide the documents proving qualifications of the replacement personnel, as requested by the COR/COTR.

## 3. INFORMATION FURNISHED BY THE AUTHORITY

- **General Documents**

The Authority shall furnish the Contractor with documents as guidelines for task orders to be performed under this contract. These documents present information relative to the work to be performed by the Contractor. It is the responsibility of the Contractor, however, to collect all data necessary for the performance of this contract and to develop complete and final documentation as defined by the contract and individual task orders.

The Contractor shall not divulge any confidential information which is acquired in the course of performing the work under this contract.

## 4. SCOPE OF SERVICES

- **General**

The Contractor shall provide the professional and technical staff required to perform the planning, conceptual design and preliminary engineering task orders, and shall manage and operate this staff from a local office conveniently accessible to (the preference is within a 15-minute walk from the Metrorail system, but this is not a requirement) the Metrorail system. The local office is not provided or furnished by the Authority.

- **Technical Direction**

The work will be conducted under the general direction of the Contracting Officer (CO). Specific individuals will be designated by the Contracting Officer as Contracting Officer's Technical Representative (COTR) with authority as will be set forth in Delegation of COTR and/or Contracting Officer Representative (COR) letter(s), copy of which will be provided to the Contractor.

During the execution of the work, the Contractor shall maintain close liaison with the COTR, who will coordinate the work with the office of the Authority project manager. The Contractor shall direct all requests from the Authority project manager to the COTR for appropriate action.

- Electronic Media: Incorporate extensive online, web-based programs and social media, as well as new in-person strategies, to expand and enhance public involvement.
- Logistics: Schedule outreach events in each project area, including preparation activities. Identify and reserve meeting or event locations in each project area.
- Materials: Prepare and distribute informational materials, which may include flyers, FAQs, brochures, postcards, comment forms, story boards etc. This may include staffing outreach activities prior to community events such as distributing handouts/brochures to passengers exiting a rail station to advertise an upcoming event in their community or canvassing within a community to ensure wide materials distribution within the study area.
- Staffing: Organize and co-staff public events, including the coordination of logistics/equipment and translating materials for distribution.
- Data Collection: Collect comment forms and summarize the comments received at each event. This may include administering a survey to event participants either in paper format or electronically
- Assist the Authority in coordination with the spectrum of agencies and jurisdictions at the local, state, regional and Federal levels.
- Attend and/or participate and document meetings and conferences with officials of the Authority, governmental agencies or others.

- **Task Deliverables**

The SOW/S will define the deliverables that Authority will need from a task order. The deliverables may be technical reports, environmental evaluations, conceptual design plans, preliminary engineering documents, Federal Environmental Assessments, Federal Environmental Impact Statements, Federal New Starts templates and reports, public hearing reports and financial plans, *Invoices and Progress Reports*.

The basis of invoices by the Contractor and of payment by the Authority will be by based on percent progress by deliverables or milestones. The Authority will provide an EXCEL worksheet for the calculation of the invoice and a WORD template for the preparation of a progress report.

- **Quality Control Program**

The Contractor shall develop and be responsible for executing a Quality Control (QC) Program for all of services. This program shall require internal reviews and checks by supervisors, and independent QC checks by well qualified technical staff to confirm that acceptable quality is provided. A Quality Assurance/Quality Control (QA/QC) plan, consistent with ISO 9001:2000, shall be submitted to the Authority for approval. ISO Certification is not required.

**##The Contractor shall designate a Quality Control Manager. The designated QC Manager is subject to the approval of the Office of Quality Assurance. Internal Compliance and Oversight. All draft deliverables, including documents and data, must go through quality control by the QC manager to ensure there are no major inconsistencies and fundamental errors.##**

- **## The Quality Control Plan ("QCP") shall be established, documented, maintained, and executed by the Contractor for the length of the contract to ensure that the performed work and services conform to the specified requirements. The QCP shall be an executable system of Quality Controls and demonstrates quality control specific for this contract.##**
- **The contractor shall designate a Quality Control Manager who will be responsible for comparing products and services against applicable requirements and workmanship standards. According to the section 3.5.3 of the FTA Quality Management System Guidelines (FTA-PA-27-5194-12.1); Quality Management/ Supervisors may possess certification as quality professionals from ASQ (Certified Manager of Quality/Organizational Excellence (CMQ/OE), preferably) or other appropriate certifying bodies or may have successfully completed training courses in the quality discipline. A Quality Engineer, if hired, may possess a licensed Professional Engineer in the state where the project is taking place. Certification as a quality professional, e.g. a Certified Quality Engineer (CQE), Certified Quality Auditor (CQA), or other certification from ASQ, is highly desirable. The designated QC Manager is subject to the approval of the Office of Quality Assurance. Internal Compliance and Oversight. Specific responsibilities of the Quality Control Manager relative to quality include:**
  - **All draft deliverables, including documents and data, must go through quality control by the QC manager to ensure there are no major inconsistencies and fundamental errors.**
  - **Performing inspections of workmanship in accordance with the requirements and applicable instructions**
  - **Bringing quality issues to the attention of the Project Manager**
- **The QCP, inclusive of the policies and procedures to be utilized during this contract shall be approved by the Executive(s) responsible for the Contracting entity then forwarded to WMATA for review and approval.**
- **The QCP shall be reviewed and approved by the Authority prior to implementation and prior to the start of work, and, the contractor shall not perform any services and work until the Authority approves, in writing, and validates the QCP if it meets or exceeds FTA Quality Assurance and Quality Control Guidelines (FTA-IT-90-5001-02.1) and FTA Quality Management System Guidelines (FTA-PA-27-5194-12.1); inclusive of all 15 required elements contained therein, wherever applicable.**
- **The QCP shall be revised, updated, and approved, in writing by the Authority, as necessary throughout the term of the Contract to reflect changes determined by management review, internal audit and/or Authority audit or Assessment to be necessary to improve the quality system(s). Any revision of the QCP must be submitted to the Authority for approval.**
- **At its sole discretion, the Authority may conduct audits, tests, and inspections in addition to those performed by the Contractor. The Authority reserves the right to attendance and oversight of any activity, audit, inspection, and/or testing performed by the contractor, subcontractor, consultant or supplier. Any deficiencies discovered shall be documented and presented to the immediate attention of the Contractor including written follow-up notification to the Contractor. ##**