

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

SOLICITATION NO. 8-14-C001

REQUEST FOR QUALIFICATIONS INFORMATION

FINAL DESIGN AND CONSTRUCTION

DULLES CORRIDOR METRORAIL PROJECT – PHASE 2

**PACKAGE “B”
(RAIL YARD AND MAINTENANCE FACILITY)**

NOVEMBER 12, 2013

ALL INQUIRIES SHALL BE DIRECTED TO:

Eric R. Carey
Metropolitan Washington Airports Authority
Procurement and Contract Department (MA-29)
1 Aviation Circle
Washington, DC 20001-6000
Phone: (703) 572-0514

TABLE OF CONTENTS

1. PURPOSE.....	1
2. DESCRIPTION OF THE WORK.....	1
A. Background.....	1
B. Third Party Roles and Responsibilities.....	2
C. Scope of Work for Package B.....	2
3. GENERAL INFORMATION.....	4
A. Abbreviations and Definitions.....	4
B. Contract Type.....	4
C. Contract Duration and Value.....	4
D. Contract Location.....	4
E. Applicable Laws, Regulations and Ordinances.....	4
F. Applicable Procurement Rules.....	5
G. Self-Performance.....	5
H. Workforce Agreement.....	5
I. Conflicts of Interest and Ineligible Firms.....	5
J. Business Licensing Requirements.....	6
K. Designer Registration Requirements.....	6
L. Safety Policy.....	6
M. Prohibitions on Affiliates Competing as Separate Offerors.....	6
N. Requirement to Keep Offeror's Team and Key Personnel Intact and Fulfill Other Commitments.....	6
O. Costs of Responses.....	7
P. Freedom of Information Policy and Confidentiality.....	7
Q. Reservation of Rights.....	8
4. INSURANCE, BONDING AND PERFORMANCE SECURITY.....	9
A. Insurance.....	9
B. Bonding and Performance Security.....	12
5. DISADVANTAGED AND SMALL BUSINESS ENTERPRISE PARTICIPATION.....	12
A. DBE Participation Goal.....	12
B. Small Business Enterprise Participation.....	12
C. Certification as Disadvantaged Business Enterprise.....	13
6. PROCUREMENT APPROACH.....	13
A. Request for Qualifications Information.....	13
B. Request for Proposals.....	14
C. Procurement Schedule.....	15
D. Questions and Clarifications.....	15
E. RFQI Amendments.....	16
F. Qualification Determination and Notification.....	16
G. Rules of Contact.....	16
H. Right to Conduct Independent Investigation.....	17
I. Review of Qualifications Statements and Correction of Deficiencies.....	17
7. QUALIFICATION PROCESS.....	17
A. Qualification Objectives.....	17
B. Responsibility Factors.....	17
C. Technical Factors.....	17
D. Assessment of Responsibility and Technical Factors.....	18
E. Determination of Qualified Offerors.....	19
8. QUALIFICATIONS STATEMENT CONTENTS.....	19

- A. Transmittal Letter 19
- B. Offeror Team Information 19
- C. Performance History 20
- D. Key Personnel Qualifications..... 21
- E. Management Qualifications 22
- F. Safety..... 22
- G. Disadvantage Business Enterprise Utilization 23
- H. Legal 23
- I. Financial..... 25
- 9. QUALIFICATIONS STATEMENT SUBMITTAL..... 25**
 - A. Submittal Requirements 25
 - B. Pre-Submittal Conference 27
 - C. Due Date..... 28
- 10. PROTESTS..... 28**
 - A. General 28
 - B. Consideration of Protests 29
 - C. Protests Regarding the Structure or Contents of the RFQI..... 29
 - D. Protest of the Qualification Decision..... 29
 - E. Review 30

ATTACHMENT A – ABBREVIATIONS AND DEFINITIONS

ATTACHMENT B – FORMS

ATTACHMENT C – SUMMARY OF CONTRACT TECHNICAL REQUIREMENTS

ATTACHMENT D – FEDERAL REQUIREMENTS ADDENDUM

ATTACHMENT E – NAICS CODES AND DBE SIZE STANDARDS

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
REQUEST FOR QUALIFICATIONS INFORMATION
SOLICITATION NO. 8-14-C001
FINAL DESIGN AND CONSTRUCTION
DULLES CORRIDOR METRORAIL PROJECT - PHASE 2
PACKAGE "B" (RAIL YARD AND MAINTENANCE FACILITY)

1. PURPOSE

The Metropolitan Washington Airports Authority ("Airports Authority"), an independent public body created by the Commonwealth of Virginia and the District of Columbia, intends to use the design-build contracting method for the construction of the Rail Yard and Maintenance Facility ("Package B") for the Extension to Dulles Airport/Route 772 ("Phase 2") of the Dulles Corridor Metrorail Project ("Project"). The purpose of this Request for Qualifications Information ("RFQI") is to solicit Qualifications Statements from entities ("Offerors") that are qualified and prepared to undertake the entire scope of work in Package B.

This RFQI represents the first step of a two-step procurement process and will result in the selection of a number of pre-qualified Offerors ("Qualified Offerors") who will be invited to participate in the second step of the process. During the second step, the Qualified Offerors will respond to a Request for Proposals ("RFP") seeking the submission of a Technical and Price Proposals in accordance with the requirements of the RFP. The Package B design-build contract ("Contract") will be awarded to the Qualified Offeror that meets the RFP's technical requirements and has the lowest price. That Offeror will be designated as the "Contractor" for Package B. Additional details on each step of the procurement process and submittal requirements are provided below.

2. DESCRIPTION OF THE WORK

A. Background

The Airports Authority, in cooperation with the Washington Metropolitan Area Transit Authority ("WMATA"), the Commonwealth of Virginia, Fairfax County and Loudoun County, is designing and constructing the Project, which is a 23.1-mile extension of WMATA's Metrorail system in Northern Virginia's Dulles Corridor. This new line has been designated as the "Silver Line" by WMATA.

Construction of Phase 1 – the first 11.7 miles of new track and five new Metrorail stations (four in Tysons Corner and an interim terminus at Wiehle Avenue in Reston) – is currently nearing completion and will begin operations in early 2014. Phase 2 will extend the Silver Line 11.4 miles northwest, through Washington Dulles International Airport ("Dulles Airport") to a terminus near Route 772 in eastern Loudoun County. Phase 2 includes six additional stations, a new rail maintenance and storage facility at Dulles Airport and five new parking garages with 8,900 parking spaces for Silver Line users. Wayside facilities, including traction power substations, tie-breaker stations, and stormwater management ponds, will also be constructed along the alignment.

The final design and construction of Phase 2 has been divided into several contract packages that will be procured separately:

- Package A includes the final design and construction of the rail line, stations and systems elements for all of Phase 2. A design-build contract has been awarded by the Airports Authority and work began in July 2013.
- Package B includes the final design and construction of the Phase 2 rail yard and maintenance facility and supporting infrastructure at Dulles Airport. This solicitation will result in the award of a design-build contract for this work.
- Fairfax and Loudoun Counties are responsible for the design and construction of the Phase 2 parking garages. Each county is conducting independent procurements for the garages located within their jurisdiction.

Final National Environmental Policy Act determinations for Phase 2, including the Rail Yard and Maintenance Facility, were issued by the Federal Transit Administration in December 2012 and the Federal Aviation Administration in January 2013.

B. Third Party Roles and Responsibilities

The Airports Authority is the Project sponsor and is responsible for the design and construction of Package B. The roles and responsibilities of other public agencies also involved in the Project are summarized below:

- WMATA, as the ultimate owner, operator, and maintainer of the completed rail line, stations and associated ancillary facilities, will participate in design reviews and construction coordination.
- The Commonwealth of Virginia (through the Virginia Department of Transportation and the Virginia Department of Rail and Public Transportation), Fairfax County and Loudoun County are providing funding and will participate in design reviews and construction coordination.
- The Federal Transit Administration will monitor and oversee the Airports Authority's project management and implementation of Phase 2.

C. Scope of Work for Package B

The selected Contractor shall perform all design, construction, and other services in accordance with the Contract. Package B's scope of work includes, but is not limited to, the following elements:

- **Rail Tracks and Supporting Infrastructure**
 - At-grade rail tracks and supporting infrastructure necessary to provide access to the facilities and for railcar storage, railcar maintenance, and non-revenue railcar access to maintenance facilities.
- **Railcar Service and Inspection Facilities**
 - Facilities for the servicing, inspection and repair of railcars, including integrated equipment such as car lifts, wheel-truing machine and cranes. These facilities shall include support areas such as bench-work areas, meeting rooms, offices, and employee comfort areas.
 - A yard control tower.
 - Building utilities, including a DC power stinger system in the railcar shop area.
 - Portable maintenance equipment and office furnishings will be provided by WMATA.

- **Transportation and Police Facilities**
 - Facilities for train dispatch, operation, and supervisory personnel. These facilities shall include support areas such as meeting rooms, offices, and employee comfort areas.
 - Facilities for police and security personnel.
 - Portable equipment and office furnishings will be provided by WMATA.
- **Maintenance of Way Facilities**
 - Facilities for the storage of maintenance-of-way (MOW) materials and equipment.
 - Portable equipment and office furnishings will be provided by WMATA.
- **Materials Warehouse Facilities**
 - Facilities for the storage and handling of material for maintenance and renewal of railcars and other WMATA equipment and facilities.
 - Material storage and handling equipment and office furnishings will be provided by WMATA.
- **Systems**
 - Communications, traction power substations, and train control facilities and equipment needed for Package B and connections to WMATA operational control facilities.
- **Roadway Construction and Improvements**
 - Site and roadway improvements necessary for construction and operation of the Package B facilities.
- **Drainage and Stormwater Management (SWM)**
 - SWM facilities, including maintenance vehicle access and parking, as well as expansion of existing SWM ponds to provide sufficient drainage for all of the Package B facilities.
- **Utilities**
 - New utilities as needed to construct the Package B facilities and to provide connections to the Package B facilities. The types of utilities affected include water, storm sewer, sanitary sewer, gas, electric, and communications lines.
 - Relocation of existing utilities as necessary for construction of the Package B facilities.
 - Ductbank and cabling for 34.5 kV power from the Package A interface point.

Additional details on the scope of Package B and the Contractor's responsibilities are provided in Attachment C of this RFQI. No additional technical information is anticipated to be necessary for an Offeror to complete its Qualifications Statement. Copies of the Contract Documents will be provided to the Qualified Offerors during the RFP phase of this solicitation.

3. GENERAL INFORMATION

A. Abbreviations and Definitions

Abbreviations and defined terms used in this RFQI are listed in Attachment A.

B. Contract Type

The Contract type will be lump sum fixed-price.

C. Contract Duration and Value

The period of performance for the Package B is 48 months from issuance of the Notice to Proceed. The value of the Contract is currently estimated to be \$260 - \$280 million.

D. Contract Location

All work will be performed on the grounds of Dulles Airport in Loudoun County, Virginia.

As shown in Figure 1, the Maintenance Facility site is located on Dulles Airport property in the northwest quadrant of the Airport, bounded by Horsepen Run and Route 606 (West Ox Road). The work site is located within the boundaries of Dulles Airport and access to the site will be subject to the Airports Authority's access controls.



Figure 1: Dulles Metrorail Project Maintenance Facility Site

E. Applicable Laws, Regulations and Ordinances

Offerors shall comply with all applicable Laws, Regulations and Ordinances in connection with the procurement process for Package B and the performance of the Contract.

Offerors are on notice that the Airports Authority will use federal financial assistance for Package B and, as a condition to such assistance, the Airports Authority, Contractor and others will be subject to application of certain federal laws, regulations, policies, procedures, directives and ordinances ("Federal Requirements"). The Contract will obligate the Contractor and those working by or through the Contractor to comply with all Federal Requirements. Attachment D contains a "Federal Requirements Addendum" that is intended to identify certain specific Federal Requirements. This Federal Requirements Addendum is provided to Offerors with the understanding that what is identified therein is not to be deemed all-inclusive and not intended to limit the Contractor obligations to meet all Federal Requirements, whether or not included in such addendum.

F. Applicable Procurement Rules

This procurement will be conducted as described in this RFQI and in accordance with the latest edition of the Airports Authority Contracting Manual. A copy of the current edition is available on the Airports Authority Website.

G. Self-Performance

The Contract will include a requirement that a minimum of twenty-five percent (25%) of the Contract value must be self-performed by an Offeror's Equity Members.

H. Workforce Agreement

A Workforce Agreement is not mandatory for this Contract. However, an Offeror may voluntarily enter into and utilize a Workforce Agreement that complies with Virginia law if that Offeror is selected as the Contractor.

I. Conflicts of Interest and Ineligible Firms

Any company, predecessor company, or any individual employee of such entities, that has materially participated in activities related to the preparation of Contract Documents for Package B while under contract to the Airports Authority, or otherwise has an impermissible conflict of interest, is not allowed to participate in this procurement. This prohibition includes, but is not limited to, the Airports Authority's Phase 2 PE consultant, the Airports Authority's Program Management Support Services contractor, and their respective subconsultants.

A company, predecessor company, and individual employee are presumed to have an impermissible conflict of interest and an unfair competitive advantage in this procurement if the company, predecessor company, or individual employee: (a) materially assisted in drafting or establishing the requirements, restrictions, specifications, prerequisites, obligations, constraints, options or conditions of the procurement for Package B; or (b) prior to the due date for the submission of the Qualifications Statement, gained confidential or other material information regarding any material part of the procurement for Package B that was not available to others.

If an Offeror has any doubt as to whether a company, predecessor company, or individual employee has an impermissible conflict of interest or potential unfair competitive advantage, it shall notify the Airports Authority's Contracting Officer in writing and submit pertinent information to enable the Airports Authority to evaluate this situation. The Airports Authority, in its sole discretion, will make a determination relative to the potential conflict of interest or competitive advantage and the ability to mitigate such situation, which determination shall be final. General knowledge and experience gained from the performance of a contract with the Airports Authority which merely

enhances an Offeror's qualifications or reputation shall not be deemed to constitute such a conflict or competitive advantage.

J. Business Licensing Requirements

Each Offeror is responsible for determining and complying with all applicable business licensing requirements necessary to complete the Package B scope of work. Evidence of current licenses is to be included in the Qualifications Statement in accordance with the requirements detailed in this RFQI.

K. Designer Registration Requirements

The firm(s) and individuals responsible for completing and sealing the design drawings, specifications, and calculations under the Contract must be properly licensed and registered to perform these professional services in the Commonwealth of Virginia.

L. Safety Policy

Safety is of the utmost concern to the Airports Authority. The Airports Authority's ultimate goal is to foster a safety-oriented culture that prevents injuries and property damage and protects the environment. In order to achieve this goal, the Contractor is expected to make safety an integral part of each and every job. The Contractor and those working by and through the Contractor are expected to cooperate as full partners by adhering to basic safety principles and demonstrating sound safety practices.

M. Prohibitions on Affiliates Competing as Separate Offerors

An Equity Member, a Lead Constructor and a Lead Designer identified in one Qualifications Statement as a member of an Offeror's Team, as well as the Parents and Affiliates of such Equity Member, Lead Constructor, and Lead Designer shall not be allowed to participate as an Equity Member, Lead Constructor or Lead Designer on another Offeror's Team. The term "Affiliate" for purposes of this provision means, with respect to any particular company or entity, a company or entity that: (a) owns and controls, directly or indirectly, such company or entity; (b) is owned and controlled, directly or indirectly, by such company or entity; or (c) is owned and controlled, directly or indirectly, by the same company or entity that owns and controls such company or entity. The term "Parent" for purposes of this provision means a company or entity that is an Affiliate by virtue of Item (a) in the preceding sentence. The term "control" for purposes of this provision means: (i) ownership, directly or indirectly, of fifty percent (50%) or more of the issued voting shares of a company or entity or ownership of equivalent rights to determine the decisions of such company or entity; or (ii) having the right to appoint at least fifty percent (50%) of the members of the board of directors or equivalent governing body of such company or entity.

N. Requirement to Keep Offeror's Team and Key Personnel Intact and Fulfill Other Commitments

An Offeror shall be precluded from changing any member of Offeror's Team, any Key Personnel, or any other commitment made by Offeror that is identified in a Qualifications Statement for the duration of the procurement process (inclusive of both this RFQI and the RFP) and, if Offeror is awarded the Contract, the duration of the Contract. If extraordinary circumstances require a change to any member of Offeror's Team, Key Personnel, or any other commitment, Offeror shall submit a request for a change in writing to the Airports Authority, which will determine whether to approve such a change.

Any and all changes to an Offeror's Team, Key Personnel, or other commitments are subject to the Airports Authority approval in its sole discretion. When seeking such approval, Offeror shall submit information to the Airports Authority on proposed new team members or Key Personnel at the same level of detail required by this RFQI and any associated RFP. An Offeror will not be permitted to execute the Contract with the Airports Authority until the Airports Authority has approved any such proposed new team members, Key Personnel, or any other commitment.

Unauthorized changes to Offeror's Team, Key Personnel, or any other commitments made by Offeror at any time during the procurement process may result in the elimination of Offeror from further consideration. Other than members of Offeror's Team and Key Personnel identified in the Qualifications Statement, an Offeror may change or substitute any other member or person within its overall team. Offeror must comply with federal good cause and due process requirements codified at 49 CFR 26.53 if the personnel or team member is associated with a DBE firm.

O. Costs of Responses

The Airports Authority assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or any part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQI or the subsequent RFP. All of such costs shall be borne solely by each Offeror.

P. Freedom of Information Policy and Confidentiality

With the exception of the notices referenced in Section 6 of this RFQI, the Airports Authority will maintain a non-public process for the duration of this procurement in accordance with the requirements of its Contracting Manual and Freedom of Information Policy. A copy of this policy is available for reference on the Airports Authority's Website.

Offerors are hereby notified that the information, documentation, and any specific content or approaches included in their Qualifications Statements may be used by Airports Authority in its evaluation of Qualifications Statements and shared (confidentially) with other stakeholders participating in the procurement process.

All information submitted by an Offeror to the Airports Authority in connection with this RFQI shall be deemed the property of the Airports Authority and may be subject to required public disclosure under applicable law and policies. Any material deemed by an Offeror to be proprietary, confidential, or otherwise exempt from disclosure should be clearly marked as such. The Airports Authority will use reasonable efforts to notify an Offeror if a request for information is received which may require the Airports Authority to disclose any material that an Offeror has marked as proprietary, confidential, or otherwise exempt from disclosure. The Airports Authority is not obligated to assert or argue on behalf of an Offeror that any information provided by it is exempt from required disclosure, and shall not be liable for the disclosure of any information submitted in connection with this RFQI, even if marked in the manner noted above.

Q. Reservation of Rights

In connection with this procurement, the Airports Authority reserves to itself all rights (which rights shall be exercisable by the Airports Authority in its sole discretion) available to it under its Contracting Manual and applicable law, including without limitation, the following, with or without cause and with or without notice:

- The right to cancel, withdraw, postpone or extend this RFQI or the subsequent RFP in whole or in part at any time prior to the execution by the Airports Authority of a Contract, without incurring any obligations or liabilities.
- The right to issue a new RFQI.
- The right to reject any and all submittals, responses and proposals received at any time.
- The right to modify all dates set or projected in this RFQI.
- The right to terminate evaluations of responses received at any time.
- The right to suspend and terminate the procurement process for this Package B or for any other elements of Phase 2, at any time.
- The right to revise and modify, at any time prior to the submission of the Qualifications Statements, the submittal date for the Qualifications Statements, the factors and evaluation methodology it will use in evaluating the Qualifications Statements, and the factors and evaluation methodology it will use in evaluating responses to any subsequent RFP.
- The right to issue amendments, supplements, and modifications to this RFQI.
- The right to seek or obtain data from any source that has the potential to improve its understanding and evaluation of the Qualifications Statements.
- The right to permit Offerors to add or delete members of Offeror's Team and/or Key Personnel.
- The right to add or delete the anticipated scope of the Contractor's work described in this RFQI or a subsequent RFP.
- The right to appoint and change appointees of any evaluation panel.
- The right to use the assistance of technical and legal experts and consultants in the administration of this RFQI and the evaluation of the Qualifications Statements.
- The right to notify an Offeror, and seek clarifications from an Offeror, of deficiencies, informalities and irregularities in a Qualifications Statement, and to allow an Offeror time for appropriate corrective action relative to any deficiency, informality or irregularity.
- The right to waive deficiencies, informalities and irregularities in a Qualifications Statement, and accept and evaluate a Qualifications Statement with deficiencies, informalities or irregularities.
- The right to disqualify any Offeror that changes its Qualifications Statement without the Airports Authority's approval.
- The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to this RFQI.
- The right to use all or part of the Proposals submitted by an Offeror.

- The right to disqualify any Offeror from further participation in the RFP process if information learned subsequent to the submission of the Qualifications Statement would, in the opinion of the Airports Authority, affect the Offeror's ability to be deemed responsible.

Notwithstanding any reservation of rights, the Airports Authority is under no obligation to exercise such rights.

4. INSURANCE, BONDING AND PERFORMANCE SECURITY

A. Insurance

The Airports Authority has established an Owner Controlled Insurance Program ("OCIP") for the Project that will encompass the work included in this solicitation. An OCIP is a single insurance program that provides specific coverages for Owner and enrolled contractors and subcontractor. The OCIP will include insurance coverage for commercial general liability, excess liability and contractor's pollution liability in connection with Contractor's and its subcontractor's performance of its work at the Project Site. The Offeror and its subcontractors will also be required to participate in an OCIP safety program and follow OCIP construction safety standards. The Airports Authority is responsible for the cost of OCIP insurance coverages.

1. *Owner-Provided Insurance:*

The following insurance coverage is included in the OCIP to be provided by the Airports Authority:

a. General Liability Insurance

Each Occurrence Limit	\$2,000,000
Each Occurrence Limit for All Enrolled Parties	\$2,000,000
Products & Completed Operations Aggregate for all Enrolled Parties	\$4,000,000

This insurance is primary for Enrolled Parties for all occurrences at the Project site. The OCIP General Liability policy shall not provide coverage for any claim that could be covered under a property policy or builder's risk policy.

b. Excess Liability Insurance (Over Employer's Liability and General Liability)

General Annual Aggregate for all Enrolled Parties	\$298,000,000
Products & Completed Operations Aggregate for all Enrolled Parties	\$298,000,000

c. Contractor's Pollution Legal Liability Insurance \$25,000,000

The policy will cover Contractor and Subcontractors. The policy contains an exclusion for claims arising from the failure to render professional services with a modification for the exclusion to not apply to claims caused by pollution conditions arising as a result of covered contracting operations that are conducted on site. In addition, the exclusion will not apply to claims alleging liability on the basis of improper supervision of Subcontractors performing covered operations or claims alleging liability on the basis of selection of construction means, methods and techniques in connection with covered operations.

d. Railroad Protective Insurance

General Annual Aggregate for all Enrolled Parties	\$5,000,000
Products & Completed Operations Aggregate for all Enrolled Parties	\$10,000,000

If required when the work is on or within 50 feet of a railroad or affects any railroad property.

2. Offeror-Provided Insurance

The Offeror shall obtain and maintain, and shall require each of its subcontractors to obtain and maintain, the insurance coverage specified below in a form and from insurance companies reasonably acceptable to Owner. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. For eligible parties enrolled in the OCIP, the Commercial General Liability insurance required for this solicitation shall only be for off-site activities or operations not insured under the OCIP coverages.

- a. **Standard Commercial Automobile Liability Insurance** covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000.
- b. **Statutory Workers' Compensation Insurance and Employer's Liability Insurance** with statutory limits as required by law, including Federal Employers Liability Act & Maritime coverage, if appropriate, and Employer's Liability limits of not less than \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy limit.
- c. **Commercial General Liability Insurance** in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"). The following limits apply to Enrolled Parties and Excluded Parties:

Each Occurrence	\$1,000,000/\$2,000,000
General Aggregate	\$2,000,000/\$4,000,000
Products/Completed Operations Aggregate	\$2,000,000/\$4,000,000
Personal/Advertising Injury Aggregate	\$1,000,000/\$2,000,000
Products/Completed Operations Extension	To the applicable statute of limitations.

The general aggregate will reinstate annually. Defense expenses are in addition to the limits of liability.

- d. **Umbrella Liability** must be on an Occurrence form and applies to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations for off-site activities or operations not insured under OCIP Coverages. Umbrella policies must schedule Employers Liability and Commercial Automobile Liability as underlying policies.

The following limits apply to Enrolled Parties:

Each Occurrence Limit	\$1,000,000
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

The following limits apply to Excluded Parties:**TIER 1 – For contracts with total values up to \$1,000,000**

Each Occurrence Limit	\$1,000,000
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

TIER 2 – For contracts with total values in excess of \$1,000,000

Each Occurrence Limit	\$5,000,000
General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000

Exceptions will be at the discretion of Owner, but in no event will a limit less than \$2,000,000 be considered or accepted.

The following limits apply to Contractor only:

Each Occurrence Limit	\$10,000,000
General Aggregate	\$10,000,000
Products/Completed Operations Aggregate	\$10,000,000

Once the total Contract value falls into a higher tier due to change orders, the higher tier requirements will automatically apply to the Contractor.

- e. If required by Owner, **Aviation and/or Watercraft Liability and/or Marine Cargo Insurance**, in form and with limits of liability and from an insuring entity reasonably satisfactory to the Owner. If this Insurance is required by Owner, premiums will be a reimbursable cost to Contractor subject to Owner's approval of an itemized cost breakdown.
- f. **Equipment Insurance** covering all risk of physical damage to equipment provided for use at the Site by the Contractor and Subcontractor. Contractor and Subcontractor agree to waive and do hereby waive their rights of recovery against Owner, Contractor and other Subcontractors as to any damage or loss, which may occur to its equipment. Subcontractor will have its insurance company specifically agree to this waiver. Self-insurance may be allowed subject to the approval of Owner.
- g. **Professional Liability** (for Contractor Only): \$25,000,000

In the case where Contractor is not performing design work, this coverage can be fully provided by the subcontracted lead Design Professional, or, in the alternative, this coverage can be provided through the combination of a professional liability policy provided by the subcontracted lead Design Professional and a Contractor's Protective Professional Indemnity (or similar) policy provided by Contractor. Coverage can be provided either on a Project-specific basis or with a practice policy and must contain a 5 year extended reporting period to the extent commercially available.

B. Bonding and Performance Security

Offerors are on notice that each Offeror that submits a Price Proposal will be required to provide a proposal bond in accordance with the terms of the RFP. The amount of such bond shall be 5 percent (5%) of the Contractor's fixed price specified in the Price Proposal.

Offerors are on further notice that as a condition to Contract award, the Contractor will be required to provide performance and payment bonds and/or other security as specified in the RFP. The Airports Authority currently anticipates that the penal sums of such performance and payment bonds will each be in the amount of 100% of the Price Proposal. Insurance or surety companies issuing such bonds must be authorized to conduct business in the Commonwealth of Virginia and be listed in the most current *U.S. Treasury Department Circular 570*.

5. DISADVANTAGED AND SMALL BUSINESS ENTERPRISE PARTICIPATION**A. DBE Participation Goal**

The U.S. Department of Transportation's Disadvantaged Business Enterprise ("DBE") Program is applicable to certain Airports Authority contracts that involve U.S. Department of Transportation federal assistance. The Contract to be awarded under this solicitation is subject to the federal DBE requirements of 49 CFR Part 26. The Airports Authority is strongly committed to achieving significant participation in its contracting programs by business enterprises that are owned and operated by socially and economically disadvantaged individuals, minorities and women, regardless of the size of the enterprise.

In accordance with 49 CFR Part 26, the Contractor will be expected to take all necessary and appropriate steps to provide DBEs with fair and reasonable opportunities for meaningful and substantial participation in the Contract. A DBE participation goal of fourteen percent (14%) of the total Package B Contract value has been established by the Airports Authority

Participation by all properly certified DBE Equity Members of the Contractor and all properly certified DBE subcontractors, subconsultants, suppliers and manufacturers under contract with the Contractor or a subcontractor of the Contractor will be considered when determining compliance with the Package B DBE goal. The Contractor is expected to have meaningful and substantive participation of DBEs in both the design and construction phases of Package B's major elements (i.e., rail tracks, railcar service, transportation, and warehouse facilities, and rail systems). Each Offeror will be required to include in its Qualifications Statement a comprehensive description of its plan to meet the Package B DBE participation goal.

The Airports Authority does not discriminate on the basis of race, color, national origin or sex in the award and performance of any U.S. Department of Transportation assisted contract or in the administration of 49 CFR Part 26.

B. Small Business Enterprise Participation

The U.S. Department of Transportation's DBE Program also seeks the utilization of small business concerns in its federally-assisted contracts. All Offerors are strongly encouraged to take active steps to maximize the participation of small businesses, minority business enterprises (MBE) and women-owned business enterprises (WBE) in this Contract.

Eligible Small/MBE/WBE participation may include participation by a Small/MBE/WBE Equity Member of the Contractor and the Contractor's subcontractors, subconsultants, suppliers

and manufacturers (regardless of tier) that provide a commercially useful function as defined by 49 CFR Part 26. Small/MBE/WBE participation will not be considered when determining an Offeror's compliance with the Contract's established DBE goal.

C. Certification as Disadvantaged Business Enterprise

To be eligible for participation as a DBE, a company must be a business organized for profit and must qualify as a DBE under 49 CFR Part 26. DBE certification must be obtained from the Virginia Unified Certification Program. The Airports Authority and the Virginia Department of Minority Business Enterprise are the designated certifying entities for this Contract in accordance with the criteria specified in 49 CFR Part 26. All questions concerning certification as a DBE associated with this solicitation must be directed to the following:

Certification Manager
Metropolitan Washington Airports Authority
Equal Opportunity Programs Department (MA-410)
1 Aviation Circle
Washington, DC 20001-6000
Phone: (703) 417-8625

6. PROCUREMENT APPROACH

As outlined in Table 1 below, a two-step procurement process will be used by the Airports Authority to award the Contract for Package B.

Table 1 – Package B Procurement Steps

Step	Purpose	Number of Offerors	Selection Basis
Request for Qualifications Information	Review of Team Qualifications and Experience	All Interested Offerors	Pass/Fail Evaluation
Request for Proposals Technical Proposal	Review of Technical Proposal	All Qualified Offerors	Pass/Fail Evaluation
Price Proposal	Review of Price Proposal	All Qualified Offerors with Compliant Technical Proposals	Lowest Responsive and Responsible Price

A. Request for Qualifications Information

The first step of the procurement process involves the issuance of this RFQI. Interested Offerors are invited to submit Qualifications Statements that demonstrate their technical capabilities to design and construct Package B, along with evidence of relevant experience in completing similar projects. Using the specific evaluation criteria identified in this RFQI, these Qualifications Statements will be reviewed on a "Pass-Fail" basis to determine if the minimum requirements for technical qualifications, experience, and legal and financial compliance listed in the RFQI have been met. Those Offerors deemed qualified will be identified and invited to participate in the second (RFP) step of the procurement. The number of Qualified Offerors will not be limited.

1. The purpose of this RFQI is to evaluate the Qualifications Statements submitted by Offerors and determine the Qualified Offerors.
2. Each Offeror's Qualifications Statement will be reviewed for minimum qualifications based on the evaluation criteria detailed in Section 7 of this RFQI.
3. All Offerors must comply with the Responsibility and Technical Factors described in Section 7 of this RFQI. Failure to comply with the Responsibility Factors may result in an Offeror being considered non-responsive, in which case Offeror's Qualifications Statement will not be evaluated further. The Airports Authority may, in its sole discretion, provide Offerors with an opportunity to correct errors and/or omissions using the processes described in this RFQI.
4. The number of Qualified Offerors shall not be limited.
5. Any Qualification Statement submitted in response to this RFQI is only applicable and valid for the Package B procurement.

B. Request for Proposals

The second step of the procurement process involves the issuance of an RFP to all Qualified Offerors. These Offerors will be invited to submit Technical Proposals that address management, performance, and schedule requirements for Package B. Each Technical Proposal must fully comply with the RFP to be considered and will be evaluated on a "Pass-Fail" basis. The RFP will provide additional details on the submittal requirements and evaluation criteria to be utilized in making this determination. The RFP will also identify the process to be used for confidential discussions and the parameters for how the Airports Authority and the Qualified Offerors will engage during the period between the issuance of the RFP and the submission of Proposals in response to the final RFP. Each Qualified Offeror that submits an acceptable Technical Proposal will be invited to submit a lump-sum, fixed Price Proposal for the design and construction of Package B. The Contract award will be made to the responsive and responsible Qualified Offeror that demonstrates compliance with the RFP's technical requirements and offers the lowest-price. The RFP approach is summarized below.

1. The purpose of the RFP phase of the procurement is to solicit and evaluate Technical and Price proposals from Qualified Offerors and award the Contract. The RFP will identify the technical evaluation criteria and the form of the Price Proposal.
2. The RFP will be issued to all Qualified Offerors. The Airports Authority will hold a series of one-on-one confidential meetings with each Qualified Offeror where the Airports Authority and Qualified Offeror may discuss, among other things, the RFP requirements, proposed technical approaches, and other aspects of the design and construction of Package B. The process for conducting the one-on-one confidential meetings will be described in further detail in the RFP.
3. Each Qualified Offeror will be invited to submit a Technical Proposal for the Airports Authority's review and consideration. This Technical Proposal shall fully describe the Qualified Offeror's approach for the design and construction of Package B. Qualified Offerors may be required to make an oral presentation of their Technical Proposals to the Airports Authority. The Technical Proposals will be reviewed by the Airports Authority to determine compliance with the final RFP requirements. If necessary, the Airports Authority may request additional written clarification of a Qualified Offeror's Technical Proposal to confirm compliance with the RFP requirements.
4. Qualified Offerors with acceptable final Technical Proposals will be invited to submit a Price Proposal to perform the design and construction of Package B, as described in their accepted

Technical Proposal and in accordance with the Contract. Price proposals must be submitted in accordance with the format and structure established by the Airports Authority and specified in the final RFP.

5. The Contract will be awarded to the responsive and responsible Qualified Offeror with the lowest Price Proposal based on that Qualified Offeror's accepted Technical Proposal.

C. Procurement Schedule

The planned procurement schedule leading to Contract award is provided in Table 2 below. All dates are subject to change.

Table 2 – Package B Procurement Schedule

Activity	Date
Issue Request for Qualifications Information (RFQI)	November 12, 2013
Pre-Submittal Conference	December 4, 2013
Qualifications Statements Due	December 20, 2013
Selection of Qualified Offerors	January 17, 2014
Issue Request for Proposals	January 25, 2014
Airports Authority - Qualified Offeror Meetings	February – March 2014
Technical Proposals Due	March 2014
Technical Proposal Evaluation	April 2014
Price Proposals Due	May 2014
Contract Award	June 2014

D. Questions and Clarifications

The Airports Authority will consider questions and/or inquiries for clarification on the RFQI from prospective Offerors submitted in writing. No oral inquiries will be accepted. All questions and requests for clarification concerning this solicitation must be submitted electronically via the Airports Authority Website at <http://www.mwaa.com/6639.htm> by **3:00pm local time on December 6, 2013**. All questions and inquiries must include the questioner's name, company, address, telephone number and e-mail address, and the name of Offeror. No responses will be provided to questions or inquiries submitted anonymously. The Airports Authority will provide responses to questions received on the RFQI phase no later than seven (7) calendar days prior to the due date for Qualifications Statements. Such responses will be posted and available for downloading on the Airports Authority Website. Responses will not state the identity of the questioner. The Airports Authority may consolidate or rewrite questions, and may post multiple sets of questions and answers. The final set of questions and responses will be posted by the Airports Authority no later than seven (7) calendar days prior to the due date for Qualifications Statements.

All objections of any Offeror regarding any part of this RFQI document or the RFQI process shall be waived if not formally protested in writing within seven (7) calendar days after the later of (1) the issuance of this RFQI document, and if applicable (2) the issuance of a written amendment thereto that is the subject of the objection.

E. RFQI Amendments

If necessary, the Airports Authority will issue one or more amendments to modify terms, conditions or requirements of this RFQI. Any amendments will be posted on the Airports Authority Website no later than seven (7) calendar days prior to the due date for Qualifications Statements. Offerors are expected to monitor the Airports Authority Website for such amendments and ensure that the Qualifications Statement is compliant with all RFQI requirements, including those stated in any RFQI amendments.

The Airports Authority Website provides each Offeror an opportunity to register as a Planholder. This registration adds Offeror to the official Planholder List for the duration of the procurement process and ensures that Offeror receives e-mail notification of any RFQI amendments that may be issued. The current Planholders List is publicly available to all interested parties on the Airports Authority Website.

F. Qualification Determination and Notification

Each Offeror will be officially notified via a letter from the Airports Authority whether or not it has been selected as a Qualified Offeror. Early notification of such determination may occur by e-mail or telephone. Notice of the Qualified Offerors will also be posted on the Airports Authority Website.

Any Offeror who is not identified as a Qualified Offeror may request a debriefing from the Airports Authority. The request must be submitted in writing to the Manager, Procurement and Contracts Department within two (2) business days of receipt of the official notification by the Airports Authority that Offeror has not been selected as a Qualified Offeror. The Airports Authority will schedule the requested debriefing no later than seven (7) calendar days following such notice. Any Offeror who fails to attend a debriefing within these time periods shall have waived any right or claim to a debriefing. The Airports Authority shall have the right, in its sole discretion, to expand the time period for debriefing if it deems it appropriate.

The debriefing will focus on information that can be of benefit to Offeror without revealing any sensitive or proprietary data regarding other Offerors. The debriefing will address the strengths and weaknesses of Offeror as related to the evaluation criteria in this RFQI. Protests associated with the determination of Qualified Offerors will be addressed as stated in Section 10 of this RFQI.

G. Rules of Contact

The Airports Authority's point of contact for all matters related to this RFQI shall be the Contracting Officer:

Eric R. Carey
Metropolitan Washington Airports Authority
Procurement and Contract Department (MA-29)
1 Aviation Circle
Washington, DC 20001-6000
Phone: (703) 572-0514

The Contracting Officer is the only individual authorized to discuss this RFQI and its requirements with any interested parties, including Offerors. Any questions regarding this RFQI shall be in writing and submitted in accordance with the procedure established in Section 6.D above. The Airports Authority disclaims the accuracy of any information relating to this RFQI derived from any source other than the point of contact, and the use of any such information is at the sole risk of Offeror.

H. Right to Conduct Independent Investigation

Offerors are advised that the Airports Authority reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Qualifications Statement by contacting project references, accessing public information, contacting independent parties, or any other means.

I. Review of Qualifications Statements and Correction of Deficiencies

The Qualifications Statement submitted by each Offeror shall provide accurate and complete information. Any insufficient statements or incomplete documentation may be returned directly to Offeror by the Airports Authority with a formal request for clarification and/or submittal of corrected, supplemental or missing documents. If the Qualifications Statement is not complete, or contains deficiencies, informalities or irregularities, the Airports Authority may declare the Qualifications Statement non-responsive and suspend its further consideration, or exercise any of its rights set forth in this RFQI.

7. QUALIFICATION PROCESS

A. Qualification Objectives

The objective of the RFQI evaluation is to determine the Qualified Offerors. The RFQI evaluation criteria are set forth below and include Responsibility Factors and Technical Factors. All of these factors will be evaluated on a "Pass-Fail" basis. The specific information to be provided by Offerors in the Qualifications Statement to address these criteria is described in Section 8 of this RFQI.

B. Responsibility Factors

The Responsibility Factors are intended to confirm that each Offeror can meet the minimum legal and financial requirements necessary to enter into the Contract, and are summarized below:

1. Legal

- a. Offeror has demonstrated that it has the legal ability to enter into and perform the Contract and comply with state and local licensing requirements.
- b. Offeror has provided accurate and proper representations and certifications regarding its business structure and operations.

2. Financial

- a. Offeror has demonstrated its financial capacity to enter into and perform the Contract, and the ability to provide required bonds and acceptable guarantees.
- b. Offeror is in stable financial condition and has sufficient financial resources to complete the obligations required.

C. Technical Factors

The Technical Factors are intended to allow the Airports Authority to evaluate specific aspects of an Offeror's experience and ability to perform the Contract. Experience and performance on projects that have been for, or on behalf, of WMATA will be given added consideration.

1. **Performance History** – Experience in completing the design and construction of rail maintenance facilities of similar size, nature, complexity and functionality, as demonstrated by an Offeror's performance history on other projects that include similar technical elements and challenges. Offerors must have started or completed at least three rail transit, rail maintenance facility or bus maintenance facility projects valued at \$50 million or more within the last ten years.
2. **Key Personnel Qualifications** – Experience in the successful management and delivery of design-build rail and maintenance facility projects, as demonstrated by the qualifications, capabilities, performance history, and availability of an Offeror's designated key personnel for the following positions: Project Director, Design Manager, Construction Manager, Systems Manager, Design-Construction Integration Manager, Safety Manager, Quality Manager, and DBE Program Manager. The Project Director is required to have a minimum of 15 years experience in either the design or construction of rail transit, rail maintenance facility or bus maintenance facility projects. All other Key Personnel are required to have minimum of 10 years applicable experience.
3. **Management Qualifications** – Capacity and capability to complete the range of required activities and satisfy the project's technical requirements, as demonstrated by the adoption of a organizational structure and management approach that is appropriate for a project of this size, nature and complexity.
4. **Safety** – Capacity and capability to deliver the project safely, as demonstrated by the Offeror's past safety performance on other projects of similar size, nature and complexity, and presentation of a comprehensive safety program that is appropriate for Package B.
5. **Disadvantaged Business Enterprise (DBE) Utilization** – Capacity and capability to utilize DBEs in meaningful and substantive ways for both the design and construction phases of Package B, as demonstrated by an Offeror's DBE performance history on other projects of similar size, nature and complexity.

D. Assessment of Responsibility and Technical Factors

Each Evaluation Factor will be assessed and rated on a "Pass-Fail" basis. This determination will be made using the following criteria:

- ***Pass*** – Offeror has submitted the information in accordance with the RFQI and provided sufficient legal, financial, and technical evidence [documentation] necessary to demonstrate the minimum requirements for pre-qualification have been met.
- ***Fail*** – Offeror has not submitted the information in accordance with the RFQI and/or has not provided sufficient legal, financial, and technical evidence [documentation] necessary to demonstrate the minimum requirements for pre-qualification have been met.

If an Offeror receives a rating of "Fail" for any evaluation factor, further consideration of that Offeror's Qualifications Statement is solely at the Airports Authority's discretion.

E. Determination of Qualified Offerors

All Offerors that receive rating of "Pass" on both the Responsibility and Technical Factors will be deemed Qualified Offerors and invited to participate in the second (RFP) step of the procurement. The number of Qualified Offerors will not be limited by the Airports Authority.

8. QUALIFICATIONS STATEMENT CONTENTS

The following contents must be included in each Offeror's Qualifications Statement.

A. Transmittal Letter

Each Offeror must provide a transmittal letter on Offeror's letterhead that formally conveys the Qualifications Statement to the Airports Authority. The letter must be signed by an authorized representative of Offeror who is empowered to sign such material and to commit Offeror to the representations contained in the Qualifications Statement. If Offeror is a partnership, the letter shall be signed by one or more of the general partners. If Offeror is a corporation, an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. If Offeror is a joint venture, each member of the joint venture shall sign the letter. If Offeror is a limited liability company, a member (or members) of the limited liability company with the authority to bind the company shall sign the letter.

The Transmittal Letter, which shall not exceed two (2) pages, may include any information deemed relevant by Offeror but must include: (a) the name(s), address(es), phone number(s), and e-mail address(es) of Offeror's authorized representative(s), (b) the names of all Equity Members, Lead Constructors, Lead Designers, and Named Contractors (if any), and (c) the identity of the individual(s) who will be the signatory(ies) to the Contract, if awarded to Offeror, including title(s), address(es), phone number(s), and e-mail address(es).

In addition, each Offeror must attach a completed **Form AR (Acknowledgment of Receipt)** to the transmittal letter to acknowledge that it has received and reviewed this RFQI document and any amendments issued by the Airports Authority prior to submittal of its Qualifications Statement.

Forms to be used by each Offeror in preparing its Qualifications Statement are provided in Attachment B. Electronic versions of these forms are also available on the Airports Authority's Website

B. Offeror Team Information

Submit the following information regarding Offeror's Team:

1. Completed **Form 1 (Offeror's Team Summary)** that summarizes the composition of Offeror's Team, including: Offeror's legal name, and the identity of its Equity Member(s), Lead Constructor(s), Lead Designer(s) and Named Contractor(s) (if any). If separate firms are responsible for civil, systems, and/or architectural design, each shall be considered and designated a Lead Designer.
2. Completed **Form 2 (General Qualifications)** for each named member of Offeror's Team, including any Equity Member, Lead Constructor, Lead Designer, and Named Contractor.
3. For purposes of responding to this RFQI, Offeror shall name no more than three (3) Named Contractors.

C. Performance History

Submit the following information regarding the performance history and experience of Offeror's Team on projects that include technical elements similar to Package B. All relevant design and/or construction projects for, or on behalf of, WMATA shall be included.

1. Narrative and/or graphics (10 single-sided pages or less) that demonstrate that the Lead Constructor(s) and Lead Designer(s) have successfully delivered rail transit, rail maintenance facility or bus maintenance facility projects within the past ten years. Those projects where Lead Constructor(s), Lead Designer(s) and/or Named Contractors have previously worked together should be clearly identified.
2. For each designated Lead Constructor, provide the following details on three representative projects that are in excess of \$50 million in contract value and have been completed or started within the last ten years. A minimum of one representative project from each designated Lead Constructor is required. The requested information shall be provided for each project in a format consistent with the **Form 3 (Lead Constructor Experience)** template.
 - The name, location, and description of the project.
 - The name of the client/owner, the name and phone number and e-mail address for a person representing the client/owner who was responsible for project.
 - The overall contract value of the project and the contract value of the Lead Constructor's related work.
 - The project's awarded construction cost, and its final completed construction cost. Describe any differences.
 - The date the project started, the construction duration, and the actual project completion date, as compared to the planned completion date at the time of award.
 - The delivery method (i.e., design-bid-build, CM-at-risk, design-build, etc.) under which the project was designed and constructed.
 - If a joint venture or other form of organizational structure other than a corporation, indicate percentage of each partner/member.
 - An explanation of any significant problems that affected the price and/or schedule of the Lead Constructor's work which arose during the project and how those problems were resolved.
 - A summary of the relevant technical elements of the project.
 - A description of the significant challenges encountered during the project's implementation.
 - References that can attest to the Lead Constructor's performance, including name, affiliation, address, phone number, and e-mail address.
3. For each designated Lead Designer, provide the details required above for Lead Constructors on three (3) representative projects that are in excess of \$100 million and have been completed or started within the last ten years. The requested information shall be provided for each project in a format consistent with the **Form 4 (Lead Designer Experience)** template.
4. For each Named Contractor, provide the same details required above for Lead Constructors on two (2) representative projects that have been completed or started within the last ten years.

The requested information shall be provided for each project in a format consistent with either **Form 5a (Named Contractor Experience - Construction)** if the Named Contractor is providing construction services or **Form 5b (Named Contractor Experience - Design)** if the Named Contractor is providing design services.

5. For each designated Lead Constructor and Lead Designer, a completed **Form 6 (Past DBE Performance)** that documents DBE participation and compliance its obligations to use good-faith efforts to achieve established DBE performance goals on the representative projects identified for each on Forms 3 and 4. Describe any creative strategies or technical assistance or supportive initiatives utilized to promote the success of DBEs and to encourage meaningful participation.

D. Key Personnel Qualifications

Submit the following information regarding the qualification and experience of individuals proposed as Key Personnel. All relevant design and/or construction experience on projects for or on behalf of WMATA shall be included.

1. Resumes with appropriate details and work history, including work with WMATA, for those individuals from Offeror's team who will perform the following key responsibilities:
 - The Project Director who will have overall responsibility for the delivery of Package B.
 - The Design Manager, who will be responsible for key design activities and decisions.
 - The Construction Manager, who will be responsible for implementation of the design during construction and for all construction activities.
 - The Systems Manager, who will be responsible for the installation, integration, and commissioning of all rail systems.
 - The Design-Construction Integration Manager, who will be a liaison between the Design Manager, Construction Manager, Project Director, and the Airports Authority.
 - The Safety Manager, who will be responsible for overall project safety.
 - The Quality Manager, who will be responsible for all quality assurance and quality control on Package B.
 - The DBE Program Manager, who will be responsible for implementing Offeror's DBE participation plan and ensuring compliance with, Contract's DBE participation goal.

These resumes (each 3 single-sided pages or less) shall be submitted in the format consistent with the **Form 7 (Key Personnel Work Experience)** template. Each resume shall include a narrative that describes the individual's academic and professional qualifications, professional registration (as applicable), and experience as it relates to Package B and to the individual's proposed role. Each resume shall also include three (3) references, including the name, affiliation, address, telephone number and email address for each.

2. The participation of proposed Key Personnel in the representative projects identified by Offeror in its Qualifications Statement shall be identified in a format consistent with the **Form 8 (Key Personnel – Representative Project Experience)** template.

E. Management Qualifications

Submit narrative and graphics (15 single-sided pages or less) that explains the Offeror's plan for managing and executing the design and construction of Package B. Offerors are not expected to commit to any particular design or construction approach, but are expected to describe how their team will be structured and operate. Offerors must demonstrate that they have an organizational structure and sufficient management expertise to successfully execute the design and construction of Package B. This section of the Qualifications Statement shall provide a full understanding of Offeror's management capability and capacity, including:

- a. Overview and description of Offeror's Team organization including the proposed organizational and management structure that clearly identifies which member firms and individuals are responsible for the major functions to be performed. The role and responsibilities of the Lead Contractor, Lead Designer, and any Named Contractors must be specified.
- b. Self-performance capabilities of the Lead Constructor(s) and Lead Designer(s) and the identification of those Package B elements that Offeror intends to self-perform.
- c. Proposed use of the Named Contractors (if any) and other major subcontractors (including DBEs, where applicable), and their respective roles and responsibilities
- d. Offeror's plan for creating and maintaining an integrated design-build team throughout the duration of the Contract, including the management of the transition between design and construction phases and the associated evolution and/or changes to the roles and responsibilities of the Offeror's Team members
- e. Offeror's plan for managing external interfaces and coordination with the Airports Authority, WMATA, regulatory and code agencies, and other Package B stakeholders.
- f. Offeror's plan for proactively managing public outreach and community relations with various stakeholders and supporting the Airports Authority outreach efforts.

F. Safety

Submit a narrative and graphics (5 single-sided pages or less) that provides a full understanding of Offeror's past safety performance and the planned safety program that will be used during the design and construction of Package B. This section of the Qualifications Statement shall include the following:

1. Description of the corporate or project-specific safety program and procedures that will be used by Offeror and all members of Offeror's Team. Successful safety initiatives and best practices used on similar projects and how they contributed to a reduction in the frequency and severity of losses shall be described.
2. Summary safety statistics or records indicating categories of accidents and their incidence or frequency rates for Offeror (if applicable) and its Lead Constructor(s). The following indicators of safety performance shall be provided:
 - The current Workers Compensation Experience Modification Ratio (EMR) and/or Experience Modification Factor (EMF).
 - The total recordable injuries and illnesses incidence rate for the past three (3) years.

- The days away from work injury incidence rate for the past three (3) years.
- A completed Occupational Safety and Health Administration (“OSHA”) Form 300A, Summary of Work-Related Injuries and Illnesses, for the past three (3) years.

G. Disadvantage Business Enterprise Utilization

Submit narrative and graphics (5 single-sided pages or less) that provides a full understanding of Offeror’s plan for establishing a DBE program for Package B and achieving the DBE participation goal. This section of the Qualifications Statement shall include the following:

1. Offeror’s plan for the use of DBE firms in meaningful and significant roles that are consistent with the commercially useful functions defined 49 CFR Part 26.
2. Types of work planned to be subcontracted to DBE firms. Describe anticipated DBE firm participation during all phases of the design-build process. The DBE goal for Package B is based on the estimated availability of broadly-skilled, ready, willing and able companies that are or are eligible to be certified as DBEs. The Airports Authority seeks to engage the fullest breadth of DBEs on Package B, and to avoid the situation in which substantial amounts of Package B work are performed by relatively few DBE companies and/or in relatively few segments of the overall Package B work. An Offeror’s Qualifications Statement must satisfactorily demonstrate how the Offeror intends to achieve the DBE participation goal. The Qualifications Statement must specify – as a percentage of total DBE participation – an Offeror’s planned level of DBE participation for each of the North American Industry Classification System (NAICS) Code listed in Attachment E, and include a comprehensive list of the planned DBE subcontracting opportunities for each such NAICS Code that demonstrates Offeror’s intent to meet the DBE participation goal.
3. Plan for integrating DBE subcontracting into the Offeror’s overall subcontracting plan throughout the term of the Contract.
4. Plan for managing DBE program compliance, including proposed staffing and organization chart for compliance function.
5. Plan for managing, monitoring, and reporting on DBE Participation on a monthly basis, as well as ongoing interfaces with Airports Authority’s Equal Opportunity Programs office for outreach, review of subcontracting goals, compliance monitoring and reporting.

H. Legal

Submit documentation that verifies how the Offeror’s is organized as a legal entity and authorized to conduct business within the Commonwealth of Virginia. This section of the Qualifications Statement shall include:

1. Completed Qualifications **Form 9 (Offeror Business Structure)** that includes the following:
 - a. The legal name of Offeror’s business entity.
 - b. Confirmation of how Offeror will be legally structured (i.e., as a corporation, limited liability company (“LLC”), joint venture, limited partnership, or other form of organization).
 - c. Identification of Equity Member(s) and proposed ownership interest.

- d. The name of Offeror's authorized representative, address, telephone number and e-mail address.
 - e. If the Offeror has been legally established, a copy of "Certificate of Good Standing" for the Offeror to operate in the Commonwealth of Virginia, either as a Virginia entity or a foreign entity qualified to do business in Virginia, or other satisfactory evidence of the existence and legal authority of the Offeror as a legal entity distinct from its members
2. If Offeror is, or will be, organized as a joint venture, partnership or LLC, the following information is to be provided:
- a. If Offeror's business entity is a joint venture or general partnership, a statement signed by an authorized representative of each Equity Member acknowledging that the Equity Member will be required to provide evidence of joint and several liability for Offeror's obligations under the Contract.
 - b. If Offeror's business entity is an LLC, a statement signed by an authorized representative of each Equity Member acknowledging that the Equity Member will be required to provide guarantees of Offeror's obligations under the Contract.
 - c. A notarized Power of Attorney executed by each Equity Member authorizing Offeror's representative to sign for and on behalf of Offeror and its Equity Members.
 - d. If Offeror's business entity has already been legally constituted, a description of its legal structure and supporting organization/formation documents. Copies of the executed and binding joint venture agreement, limited liability company operating agreement or partnership agreement must be provided.
 - e. If Offeror's business entity has not yet been legally formed, a description of the legal structure proposed for the entity (i.e. joint venture, general partnership, or LLC) and draft or final copies of the underlying documents, including:
 - Significant terms of the proposed joint venture, partnership or LLC, including the rules relative to the administration of the proposed entity and to dealing with conflict (including but not limited to deadlock) situations;
 - The manner in which the proposed joint venture, partnership, or LLC will operate administratively and financially; and
 - The teaming agreement or comparable document setting forth the agreement of Equity Members to form the proposed entity.
3. Completed Qualifications **Form 10 (Offeror Representations and Certifications)** for Offeror and each Equity Member that includes, but is not limited to, the following:
- a. Identification of any contract that has been terminated for default.
 - b. Identification of any criminal conviction, and any violation of any federal, state, or local statute or regulation, or of any court order addressing or governing antitrust, public contracting, employment discrimination, false claims, or prevailing wages.
 - c. Identification of any debarment, or any consideration for debarment, on public contracts by the federal, state, or local government, or by any agency of such government.

4. If Offeror has identified an incident as a result of Paragraph 3 (a), (b) or (c) above, Offeror shall provide a narrative (3 pages or less) to describe and/or explain the circumstances associated with such incident.
5. Completed Qualifications **Form 11 (Certification of Ethics Policy)** and a copy of the Ethics Policy that will be adopted by Offeror and applicable to all members of Offeror's Team.

I. Financial

Submit documentation to verify the Offeror's financial status, capacity and standing. This section of the Qualifications Statement shall include:

1. Completed Qualifications **Form 12 (Financial Status)** for Offeror (if applicable) and each Equity Member and Lead Constructor.
2. Annual audited financial reports for the two (2) most recent years for each Equity Member and Lead Constructor that have been prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), and all relevant notes. If an Equity Member and/or Lead Constructor does not maintain audited financial statements, such entity shall submit a notarized letter attesting to the completeness and accuracy of the unaudited financial statements of such entity signed by the chief financial officer of the parent company. If an Equity Member or Lead Constructor wants to provide financial information more recent than the last annual audited financial report in order to confirm its net worth at the end of the latest completed quarter, it shall submit a notarized letter attesting to the entity's current net worth signed by the chief financial officer of such entity. If any of this information is not in the English language, a certified English translation shall be provided, including numeric conversion of amounts into U.S. dollars. If a party obligated to furnish such annual reports is not a public company, it may request that the reports be treated confidentially by the Airports Authority. The aggregate net worth of an Offeror's Equity Members and the aggregate net worth of the Lead Constructor(s), shall each be in an amount of at least \$50 million. If an Offeror's Equity Member and Lead Constructor are a single business entity, a total net worth of at least \$50 million is required.
2. Letter(s) from a surety or insurance company (with a rating of not less than A VIII by the A.M. Best Company) stating that Offeror is capable of obtaining separate performance and payment bonds, each in the amount of \$280 million, to cover all of the Contractor's obligations in the Contract. This amount is a minimum for the RFQI step of this solicitation; the actual bond amounts required of the Contractor will equal the Contract Price.

9. QUALIFICATIONS STATEMENT SUBMITTAL

A. Submittal Requirements

1. Offerors are required to submit their Qualifications Statement for the Airports Authority's consideration as follows:
 - Fifteen (15) paper copies of Volume 1;
 - Five (5) paper copies of Volume 2; and

- Five (5) electronic copies of the complete Qualifications Statement in .pdf format on a compact disc (CD).

This submittal shall consist of a clearly identified ORIGINAL containing all required original signatures, seals, etc., and the required number of DUPLICATES, which shall be of the same format and quality as the original. Submittal copies for each volume should be numbered sequentially beginning with the original and ending with the required number of copies.

2. Each Qualifications Statement shall be submitted on letter-sized paper in two volumes and shall be organized as specified in Table 3 below. A minimum font size of 10 pt. shall be used. The use of oversized pages is discouraged, but is allowed if such pages are folded to letter size.
3. Each volume of the Qualifications Statement must be packaged in loose-leaf (three-ring) binders that fully identify Offeror on each cover and spine including: (a) the submittal title (*Qualifications Statement for RFQI No. 8-14-C001 – Dulles Corridor Metrorail Project – Phase 2: Package B (Rail Yard and Maintenance Facility)*) and (b) the name of Offeror, Equity Members, Lead Constructor(s) and Lead Designer(s). The names of Named Contractor(s), if any, as well as graphics (e.g., photos, illustrations, company logos etc.) may be included at Offeror's discretion. A table of contents is required for each volume and all sections of a given volume shall be separated by dividers that clearly identify the contents of each section.
4. The contents of the Qualifications Statement shall address all requirements and include all information and forms specified in Section 8 of this RFQI, and comply with the stated page limits. If necessary to comply with Legal and Financial reporting requirements, supplemental and/or supporting documentation shall be included as appendices to the appropriate section of Volume 2, and clearly labeled and organized. Brochures or other documents of a general nature are not to be provided.
5. Offeror is responsible for ensuring that all the required forms are completed fully and accurately by the appropriate entity, and that each is signed by the appropriate individual and/or authorized representative.

Table 3 – Qualifications Statement Contents

Qualifications Statement Section	Required Contents
VOLUME 1	
Table of Contents	Contents for Volume 1
Transmittal Letter	Offeror's Name, Authorized Representative, and Contact Information <u>Form AR</u> (Acknowledgement of Receipt)
Tab 1.A – Offeror's Team Information	<u>Form 1</u> (Offeror's Team Summary) for Offeror <u>Form 2</u> (General Qualifications) for Each Named Member of Offeror's Team
Tab 1.B – Performance History	Narrative and Graphics on Offeror's Team's Project Experience (10 pages or less) <u>Form 3</u> (Lead Constructor Experience) for Each Lead Constructor <u>Form 4</u> (Lead Designer Experience) for Each Lead Designer <u>Form 5</u> (Named Contractor Experience) for Each Named Contractor (if any) <u>Form 6</u> (Past DBE Performance)

Qualifications Statement Section	Required Contents
Tab 1.C – Key Personnel Qualifications	<u>Form 7</u> (Key Personnel Experience) for each Key Personnel <u>Form 8</u> (Key Personnel – Representative Projects Experience)
Tab 1.D – Management Qualifications	Narrative and Graphics (15 pages or less)
Tab 1.E – Safety	Narrative and Graphics (5 pages or less) Safety Statistics and Records
Tab 1.F – Disadvantaged Business Enterprise Utilization	Narrative and Graphics (5 pages or less)
VOLUME 2	
Table of Contents	Contents for Volume 2
Tab 2.A – Legal	<u>Form 9</u> (Offeror Business Structure) for Offeror Applicable Business Licenses and/or Registrations <u>Form 10</u> (Offeror's Representations and Certifications) for each Equity Member and/or Lead Constructor Supporting Legal Documentation (as applicable) <u>Form 11</u> (Ethics Policy Certification)
Tab 2.B – Financial	<u>Form 12</u> (Financial Status) for Offeror and Each Equity Member and Lead Constructor Annual Financial Statements for Offeror and Each Equity Member and Lead Constructor Surety or Insurance Company Letter on Bonding Capacity

B. Pre-Submittal Conference

1. A Pre-Submittal Conference will be held on **December 4, 2013** at **9:30am** at the following location:

Doubletree Hotel – Sterling (Dulles Airport)
21611 Atlantic Boulevard
Sterling, Virginia 20166

This informational conference will be held to provide an overview of the RFQI document(s) and will include a general discussion of Package B and provide an opportunity for Offerors to meet with potential DBEs team members.

2. The Airports Authority will host a DBE outreach event immediately following the Pre-Submittal Conference. The purpose of this event is to provide an opportunity for Offerors to meet with potential certified DBE's team members. All Offerors (and their Lead Constructors and Lead Designers) are strongly encouraged to participate. Interested firms are requested to contact Cynthia Lipscomb at cynthia.lipscomb@mwa.com or (703) 417-8629 to confirm your attendance and reserve a table.

3. The conference shall be informal to the extent that the Airports Authority shall not be bound by any statement made at said conference, unless the statements are subsequently issued in writing or are posted on its Airports Authority Website.
4. Answers to questions asked at the pre-submittal Conference will be posted on the Airports Authority Website.

C. Due Date

The due date and time for submittal of Qualifications Statements is **December 20, 2013 at 1:00pm** local time. Each Offeror's Qualifications Statement shall be delivered in one or more sealed containers, each labeled "CONFIDENTIAL" that clearly identifies Offeror's name, date of submittal, and a reference to "RFQI No. 8-14-C001 – Dulles Corridor Metrorail Project – Phase 2: Package B (Rail Yard and Shops and Maintenance Facility)." If multiple containers are used by an Offeror to submit an Qualifications Statements, Offeror shall label each container "Package # of ##," where # denotes the number of the container, and ## denotes the total number of containers being submitted (e.g., Package 1 of 3).

All responses to this RFQI must be submitted to:

Metropolitan Washington Airports Authority
Procurement and Contracts Department (MA-29)
Attention: Eric R. Carey, Contracting Officer
1 Aviation Circle, Suite 154
Washington, DC 20001-6000

Offerors shall note that notwithstanding the Washington D.C. address of the office to which the responses must be delivered, that office is located on the grounds of Ronald Reagan National Airport in Arlington, Virginia. Late submittals will not be considered and will be returned to Offeror unopened.

10. PROTESTS

A. General

Any protests shall be concise and logically presented to facilitate review. Failure to substantially comply with any of the requirements in this RFQI, including requirements related to protests, may be grounds for dismissal of the protest. Protests must be typewritten and hand-delivered or mailed to the Airports Authority's designated representative at the following address:

Metropolitan Washington Airports Authority
Manager, Procurement and Contracts Department (MA-29)
1 Aviation Circle
Washington, DC 20001-6000

If a protest is mailed, it shall be sent by registered or certified mail, return receipt requested and must be received by the Airports Authority prior to the applicable deadline. Protests may not be

sent by e-mail or facsimile machine. Grounds for protest not timely raised shall be deemed waived and shall not be raised in a subsequent protest.

B. Consideration of Protests

The Airports Authority's Manager, Procurement and Contracts Department ("Manager") will acknowledge receipt of a protest by any party that has standing to do so ("Protestor"), and the written comments of other potentially interested parties ("Interested Parties"), where applicable. The Manager may hold a hearing, request additional submissions or information, or take any other actions he/she deems useful or necessary in making a decision.

The Protestor shall prepare a redacted version of the protest and submit it to the Manager no later than two (2) business days after the filing of the protest. The Manager shall distribute copies of the redacted version of the protest to any Interested Parties within two (2) business days of receiving the redacted version of the protest. Such Interested Parties must file any comments or response in writing with the Manager within three (3) business days of receiving the redacted version of the protest. The Manager will promptly forward copies of any such comments and responses to the Protestor.

The Manager will attempt to respond to a protest within ten (10) calendar days from receipt of the protest. If the Manager determines that additional time will be required to respond to the protest, the Manager will, within such ten (10) calendar day period, notify the Protestor of the time period within which a response will be made.

If the protest is sustained, the Manager shall take the appropriate action to correct the procurement action and protect the rights of the Protestor. If the protest is denied, the Manager will notify the Protestor and the Interested Parties, if any, to the extent they were previously informed.

The decision of the Manager shall be final and conclusive, subject to Protestor's right to initiate the review process set forth in Section 10.E below.

C. Protests Regarding the Structure or Contents of the RFQI

Protests regarding the structure or contents (including the terms, requirements or form) of this RFQI shall be received by the Manager in writing on the earlier of the following two dates: (a) the fourteenth (14th) calendar day after the issuance date of the RFQI or, if applicable, the date of an amendment to the RFQI containing the terms, requirements, or form that are the subject of the protest; or (b) the tenth (10th) calendar day before the due date for the submission of Offerors' Qualifications Statements.

During the pendency of a protest, the procurement process shall continue unless the Manager issues a written finding that it is in the best interests of the Airports Authority to suspend or delay all or part of the procurement process.

Protests filed under this subsection shall be limited to those Offerors which have properly notified the Airports Authority in accordance with this RFQI that they intend to submit a Qualifications Statement in response to the RFQI.

D. Protest of the Qualification Decision

Only Offerors who submitted a Qualifications Statement and were found not qualified may protest the decision made under this RFQI as to their qualifications. Such an Offeror shall do so by filing a protest with the Manager within fourteen (14) calendar days after the date of receipt of the Airports Authority's official letter notifying the Protestor that it was determined to be qualified. Qualified

Offerors shall not have the right to protest any qualification decision as to the qualifications or lack thereof of any other party..

The Airports Authority will continue the procurement process notwithstanding the filing of a protest regarding the qualifications decision, unless the Manager, in his/her sole discretion, finds that continuation of the procurement process for the Qualified Offerors would be not be in the Airports Authority's best interests.

For any protest of the qualifications decision, the term "Interested Parties" shall be limited to the Offerors who were found not qualified..

E. Review

If a Protestor is not satisfied with the response of the Manager, the Protestor may ask the Airports Authority President and Chief Executive Officer (CEO) to review the matter. This request must be received by the President and CEO within seven (7) calendar days after the Protestor's receipt of the decision of the Manager. The decision of the President and CEO on such protests shall be final and conclusive.

* * **END OF SOLICITATION DOCUMENT** * *

ATTACHMENT A – ABBREVIATIONS AND DEFINITIONS

“Airports Authority” – The Metropolitan Washington Airports Authority.

“Airports Authority Website” – The website www.mwaa.com and any related websites accessible from via hyperlink.

“Amendments” – Supplemental written additions, deletions, and modifications to the provisions of the RFQI after the date of advertisement of the RFQI.

“Contract” – The written agreement between the Airports Authority and the Contractor setting forth the obligations of the Airports Authority and the Contractor with respect to the Package B.

“Contract Documents” – All documents included in the Contract that define the scope and requirements for Package B, including but not limited to engineering drawings, technical specifications, and other applicable design requirements.

“Contractor”– The Qualified Offeror which is awarded the Contract by the Airports Authority.

“Disadvantaged Business Enterprise” – A for-profit small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation in which at least 51 percent of the stock of which is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as defined in 49 CFR Part 26.

“Equity Member” – A member of Offeror’s Team that is: (a) if Offeror is a joint venture or partnership, a member of the joint venture or a partner in the partnership; (b) if Offeror is or will be a limited liability entity, an equity owner of Offeror; or (c) if Offeror is a corporation, the Offeror.

“Federal Requirements” – Those federal laws, regulations, policies, procedures, and directives with which the Contract will require the Contractor and those firms working through it to comply.

“Key Personnel” – For purposes of this RFQI, Offeror’s Project Director, Design Manager, Construction Manager, Systems Manager, Design-Construction Integration Manager, Safety Manager, Quality Manager, and DBE Program Manager,.

“Lead Constructor(s)” – The member(s) of an Offeror’s Team, whether a single entity or joint venture, having primary responsibility for construction services required for Package B.

“Lead Designer(s)” – The member(s) of an Offeror’s Team, whether a single entity or joint venture, having primary responsibility for design services required for Package B.

“Minority Business Enterprises” (MBE) – A business concern that is at least 51 percent owned and controlled by one or more minority (African American, Hispanic American, Native American, Asian-Indian American, Asian Pacific American) individuals. The firm’s management and daily business operations must be controlled by one or more of the qualifying individuals who own it.

“Named Contractor” – An entity included on an Offeror’s Team that will perform specialized design or construction services required for Package B.

“Offeror”– The entity that submits a Qualifications Statement under this RFQI and seeks to be placed on the list of Qualified Offerors by the Airports Authority.

“Offeror’s Team” – The Offeror, Equity Member(s), Lead Constructor(s), Lead Designer(s), and Named Contractor(s), if any, identified in the Qualifications Statement.

“Price Proposal” – The price component of a Proposal submitted by an Offeror in response to an RFP.

“Proposal” – The required information and materials submitted by an Offeror in response to an RFP.

“Qualifications Statement” – Offeror’s response submission to this RFQI.

“Qualified Offeror” – Those Offerors deemed qualified following the submission and review of Qualifications Statements submitted in response to this RFQI.

“Request for Proposals (RFP)” – The written solicitation issued to Qualified Offerors by the Airports Authority seeking Technical and Price Proposals to be used to select the Contractor.

“Request For Qualifications Information (RFQI)” – This solicitation document.

“Small Business Enterprise” – A small business as defined pursuant to and consistent with the size standards of 49 CFR Part 26 and 13 CFR Part 121.

“Technical Proposal” – The technical component of a Proposal submitted by an Offeror in response to an RFP.

“Virginia Unified Certification Program (VUCP)” - The certifying entity that is responsible for the certification of DBEs under 49 CFR Part 26 for the Commonwealth of Virginia. The two organizations that comprise the VUCP are the Metropolitan Washington Airports Authority and the Virginia Department of Minority Business Enterprise.

“WMATA” – The Washington Metropolitan Area Transit Authority.

“Women Business Enterprise” (WBE) - A business concern that is at least 51 percent owned and controlled by one or more female individuals. The firm's management and daily business operations must be controlled by one or more of the qualifying individuals who own it.

“Workforce Agreement” – A voluntary agreement between the Contractor and the union(s) representing workers on Package B.

ATTACHMENT B – FORMS

All required forms are listed below and provided as Attachment B to this RFQI. Electronic versions are available from the Airports Authority Website. Offerors shall provide fully completed and signed versions (where required) of each form with their Qualifications Statement.

FORM AR – Acknowledgement of Receipt

FORM 1 – Offeror's Team Summary

FORM 2 – General Qualifications

FORM 3 – Lead Constructor Experience

FORM 4 – Lead Designer Experience

FORM 5a – Named Contractor Experience (Construction)

FORM 5b – Named Contractor Experience (Design)

FORM 6 – DBE Performance History

FORM 7 – Key Personnel Work Experience

FORM 8 – Key Personnel Project Experience

FORM 9 – Offeror Business Structure

FORM 10 – Representations and Certifications

FORM 11 – Ethics Policy Certification

FORM 12 – Financial Status

FORM AR ACKNOWLEDGEMENT OF RECEIPT



SOLICITATION NO. 8-14-C001

Print Form

A. ACKNOWLEDGMENT OF RECEIPT OF RFQI and AMENDMENTS

Offeror hereby acknowledges receipt of the RFQI and the following amendments issued by the Airports Authority for Solicitation No. 8-14-C001:

AMENDMENT NUMBER:	DATE OF ISSUE:

OFFEROR: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

DATE: _____

FORM 1

OFFEROR'S TEAM SUMMARY



SOLICITATION NO. 8-14-C001

A. OFFEROR BUSINESS ENTITY

NAME:		
ADDRESS:		
TELEPHONE NUMBER:		
BUSINESS ORGANIZATION:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> OTHER:	
YEAR ESTABLISHED:		FEDERAL TAX ID:

B. OFFEROR POINT OF CONTACT

NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

C. OFFEROR OR TEAM

NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY] <input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		
NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY] <input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		

FORM 1

OFFEROR'S TEAM SUMMARY



SOLICITATION NO. 8-14-C001

NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY] <input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		
NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY] <input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		
NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY] <input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		
NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY] <input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		
NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY] <input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		

FORM 2 GENERAL QUALIFICATIONS

Print Form



SOLICITATION NO. 8-14-C001

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)
RFQI No. 8-14-C001

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME		3. YEAR ESTABLISHED	4. DUNS NUMBER	
2b. STREET		5. OWNERSHIP		
2c. CITY				a. TYPE
2d. STATE	2e. ZIP CODE			b. SMALL BUSINESS STATUS
6a. POINT OF CONTACT - NAME AND TITLE		7. NAME OF FIRM (If block 2a is a branch office)		
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS			
8a. FORMER FIRM NAME(S) (If any)		8b. YR. ESTABLISHED	8c. DUNS NUMBER	

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see chart below)
		(1) FIRM	(2) BRANCH			
	Other Employees					
	Total					

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

<i>(Insert Revenue Index Number shown at right)</i>		1. Less than \$100,000	6. \$2 million to less than \$5 million
a. Federal Work		2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
b. Non-Federal Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
c. Total Work		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

Part II - General Qualifications

See the " **General Instructions** " on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

FORM 3

LEAD CONSTRUCTOR EXPERIENCE



SOLICITATION NO. 8-14-C001

A. PROJECT EXPERIENCE SUMMARY

FIRM NAME:		
PROJECT NAME AND LOCATION:		
ROLE/RESPONSIBILITY:		
NAME OF PRIME OR GENERAL CONTRACTOR:		
DELIVERY METHOD:	<input type="checkbox"/> DESIGN-BUILD <input type="checkbox"/> DESIGN-BID-BUILD <input type="checkbox"/> CM AT RISK <input type="checkbox"/> OTHER:	
CONTRACTUAL RELATIONSHIP:	<input type="checkbox"/> PRIME <input type="checkbox"/> EQUITY MEMBER OR PARTNER <input type="checkbox"/> SUBCONTRACTOR	
% EQUITY SHARE (IF ANY):		
TOTAL CONTACT VALUE (\$000):	AT AWARD:	FINAL OR ESTIMATED:
VALUE OF WORK BY THIS LEAD CONSTRUCTOR (\$000):	AT AWARD:	FINAL OR ESTIMATED:
CONTRACT DURATION:	AT AWARD:	FINAL OR FORECAST:
CONTRACT COMPLETION DATE:	ACTUAL:	FORECAST:
PROJECT OWNER:		
OWNER CONTACT INFO: (Name, Address, Phone, E-Mail).		

B. PROJECT REFERENCE

NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

C. OTHER OFFEROR TEAM MEMBERS INVOLVED WITH THIS PROJECT

MEMBER NAME:	LOCATION (CITY & STATE):	ROLE:

FORM 3
LEAD CONSTRUCTOR EXPERIENCE



SOLICITATION NO. 8-14-C001

D. PROJECT DESCRIPTION AND RELEVANCE

(Narrative....1 page limit)

FORM 4

LEAD DESIGNER EXPERIENCE



SOLICITATION NO. 8-14-C001

A. PROJECT EXPERIENCE SUMMARY

FIRM NAME:		
PROJECT NAME AND LOCATION:		
ROLE/RESPONSIBILITY:		
NAME OF PRIME OR GENERAL CONTRACTOR:		
DELIVERY METHOD:	<input type="checkbox"/> DESIGN-BUILD <input type="checkbox"/> DESIGN-BID-BUILD <input type="checkbox"/> CM AT RISK <input type="checkbox"/> OTHER:	
CONTRACTUAL RELATIONSHIP:	<input type="checkbox"/> PRIME <input type="checkbox"/> EQUITY MEMBER OR PARTNER <input type="checkbox"/> SUBCONTRACTOR	
% EQUITY SHARE (IF ANY):		
TOTAL CONTACT VALUE (\$000):	AT AWARD:	FINAL OR ESTIMATED:
VALUE OF WORK BY THIS LEAD DESIGNER (\$000):	AT AWARD:	FINAL OR ESTIMATED:
CONTRACT DURATION:	AT AWARD:	FINAL OR FORECAST:
CONTRACT COMPLETION DATE:	ACTUAL: FORE	CAST:
PROJECT OWNER:		
OWNER CONTACT INFO: (Name, Address, Phone, E-Mail).		

B. PROJECT REFERENCE

NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

C. OTHER OFFEROR TEAM MEMBERS INVOLVED WITH THIS PROJECT

MEMBER NAME:	LOCATION (CITY & STATE):	ROLE:

FORM 4
LEAD DESIGNER EXPERIENCE



SOLICITATION NO. 8-14-C001

D. PROJECT DESCRIPTION AND RELEVANCE

(Narrative....1 page limit)

A large empty rectangular box with a black border, intended for the project description and relevance narrative.

FORM 5a

NAMED CONTRACTOR EXPERIENCE (CONSTRUCTION)



SOLICITATION NO. 8-14-C001

A. PROJECT EXPERIENCE SUMMARY

FIRM NAME:		
PROJECT NAME AND LOCATION:		
ROLE/RESPONSIBILITY:		
NAME OF PRIME OR GENERAL CONTRACTOR:		
DELIVERY METHOD:	<input type="checkbox"/> DESIGN-BUILD <input type="checkbox"/> DESIGN-BID-BUILD <input type="checkbox"/> CM AT RISK <input type="checkbox"/> OTHER:	
CONTRACTUAL RELATIONSHIP:	<input type="checkbox"/> PRIME <input type="checkbox"/> EQUITY MEMBER OR PARTNER <input type="checkbox"/> SUBCONTRACTOR	
% EQUITY SHARE (IF ANY):		
TOTAL CONTACT VALUE (\$000):	AT AWARD:	FINAL OR ESTIMATED:
VALUE OF WORK BY THIS CONTRACTOR (\$000):	AT AWARD:	FINAL OR ESTIMATED:
CONTRACT DURATION:	AT AWARD:	FINAL OR FORECAST:
CONTRACT COMPLETION DATE:	ACTUAL:	FORECAST:
PROJECT OWNER:		
OWNER CONTACT INFO: (Name, Address, Phone, E-Mail).		

B. PROJECT REFERENCE

NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

C. OTHER OFFEROR TEAM MEMBERS INVOLVED WITH THIS PROJECT

MEMBER NAME:	LOCATION (CITY & STATE):	ROLE:

FORM 5a
NAMED CONTRACTOR EXPERIENCE
(CONSTRUCTION)



SOLICITATION NO. 8-14-C001

D. PROJECT DESCRIPTION AND RELEVANCE

(Narrative....1 page limit)

FORM 5b

NAMED CONTRACTOR EXPERIENCE (DESIGN)



SOLICITATION NO. 8-14-C001

A. PROJECT EXPERIENCE SUMMARY

FIRM NAME:		
PROJECT NAME AND LOCATION:		
ROLE/RESPONSIBILITY:		
NAME OF PRIME OR GENERAL CONTRACTOR:		
DELIVERY METHOD:	<input type="checkbox"/> DESIGN-BUILD <input type="checkbox"/> DESIGN-BID-BUILD <input type="checkbox"/> CM AT RISK <input type="checkbox"/> OTHER:	
CONTRACTUAL RELATIONSHIP:	<input type="checkbox"/> PRIME <input type="checkbox"/> EQUITY MEMBER OR PARTNER <input type="checkbox"/> SUBCONTRACTOR	
% EQUITY SHARE (IF ANY):		
TOTAL CONTACT VALUE (\$000):	AT AWARD:	FINAL OR ESTIMATED:
VALUE OF WORK BY THIS CONTRACTOR (\$000):	AT AWARD:	FINAL OR ESTIMATED:
CONTRACT DURATION:	AT AWARD:	FINAL OR FORECAST:
CONTRACT COMPLETION DATE:	ACTUAL:	FORECAST:
PROJECT OWNER:		
OWNER CONTACT INFO: (Name, Address, Phone, E-Mail).		

B. PROJECT REFERENCE

NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

C. OTHER OFFEROR TEAM MEMBERS INVOLVED WITH THIS PROJECT

MEMBER NAME:	LOCATION (CITY & STATE):	ROLE:

FORM 5b
NAMED CONTRACTOR EXPERIENCE
(DESIGN)



SOLICITATION NO. 8-14-C001

D. PROJECT DESCRIPTION AND RELEVANCE

(Narrative....1 page limit)

FORM 6

DBE PERFORMANCE HISTORY



SOLICITATION NO. 8-14-C001

A. SUMMARY OF PAST DBE PERFORMANCE

OFFEROR:			
NAME OF FIRM:			
PROJECT ROLE:	<input type="checkbox"/> LEAD CONSTRUCTOR	<input type="checkbox"/> LEAD DESIGNER	
PROJECT NAME:			
PROJECT LOCATION:			
CONTRACT AMOUNT:			
ADVERTISED DBE GOAL (%):			
DBE GOAL WAIVER REQUESTED?	<i>[IF 'YES' COMPLETE PART B]</i>	<i>[IF 'YES' COMPLETE PART B]</i>	<i>[IF 'YES' COMPLETE PART B]</i>
CONTRACT DBE GOAL (%):			
DBE PARTICIPATION ACHIEVED (%):			
DBE GOAL ACHIEVED?	<i>[IF 'NO' COMPLETE PART B]</i>	<i>[IF 'NO' COMPLETE PART B]</i>	<i>[IF 'NO' COMPLETE PART B]</i>
DBE PROGRAM SUCCESS FACTORS:	<i>[COMPLETE PART C]</i>	<i>[COMPLETE PART C]</i>	<i>[COMPLETE PART C]</i>
OWNER REFERENCE:			
<i>NAME:</i>			
<i>ADDRESS:</i>			
<i>TELEPHONE NUMBER:</i>			
<i>FAX NUMBER:</i>			
<i>E-MAIL ADDRESS:</i>			

FORM 6 DBE PERFORMANCE HISTORY



SOLICITATION NO. 8-14-C001

B. NON-ATTAINMENT OF DBE GOALS

OFFEROR:	
NAME OF FIRM:	
CONTRACT ROLE:	<input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER
PROJECT NAME:	
EXPLANATION:	

C. DBE PROGRAM SUCCESS FACTORS

OFFEROR:	
NAME OF FIRM:	
CONTRACT ROLE:	<input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER
PROJECT NAME:	
<p><i>Describe any creative strategies, technical assistance or supportive initiatives utilized to ensure the success of DBEs and to encourage meaningful participation:</i></p>	

FORM 7

KEY PERSONNEL WORK EXPERIENCE

Print Form



SOLICITATION NO. 8-14-C001

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION (City and State)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
---	--

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	

b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	

c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	

d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	

e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	

FORM 8

KEY PERSONNEL PROJECT EXPERIENCE



SOLICITATION NO. 8-14-C001

Print Form

NAMES OF KEY PERSONNEL	ROLE IN THIS CONTRACT	EXAMPLE PROJECTS LISTED IN PROPOSAL (See Key Below for Project Names) (Place "X" under Project Key Number for Same or Similar Role)									
		1	2	3	4	5	6	7	8	9	10

EXAMPLE PROJECTS KEY

NO.	NAME OF EXAMPLE PROJECT	NO.	NAME OF EXAMPLE PROJECT
1		6	
2		7	
3		8	
4		9	
5		10	

FORM 8

KEY PERSONNEL PROJECT EXPERIENCE



SOLICITATION NO. 8-14-C001

NAMES OF KEY PERSONNEL	ROLE IN THIS CONTRACT	EXAMPLE PROJECTS LISTED IN PROPOSAL (See Key Below for Project Names) (Place "X" under Project Key Number for Same or Similar Role)									
		11	12	13	14	15	16	17	18	19	20

EXAMPLE PROJECTS KEY

NO.	NAME OF EXAMPLE PROJECT	NO.	NAME OF EXAMPLE PROJECT
11		16	
12		17	
13		18	
14		19	
15		20	

FORM 9 OFFEROR BUSINESS STRUCTURE



SOLICITATION NO. 8-14-C001

A. OFFEROR BUSINESS ENTITY

NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
BUSINESS ORGANIZATION:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> OTHER:
YEAR ESTABLISHED:	FEDERAL TAX ID:
STATE OF INCORPORATION:	
DATE OF INCORPORATION:	
DUNS NUMBER (IF ANY):	

B. LIMITED LIABILITY COMPANY DETAILS (if applicable)

MEMBER NAME	BUSINESS LOCATION	ROLE AND RESPONSIBILITIES
DATE ESTABLISHED:		
DUNS NUMBER (IF ANY):		

C. PARTNERSHIP DETAILS (if applicable)

PARTNER NAME	BUSINESS LOCATION	ROLE AND RESPONSIBILITIES
TYPE OF PARTNERSHIP:	<input type="checkbox"/> GENERAL <input type="checkbox"/> LIMITED <input type="checkbox"/> ASSOCIATION	
DATE ESTABLISHED:		
DUNS NUMBER (IF ANY):		

FORM 9 OFFEROR BUSINESS STRUCTURE



SOLICITATION NO. 8-14-C001

D. JOINT VENTURE DETAILS (if applicable)

MEMBER NAME	BUSINESS LOCATION	ROLE AND RESPONSIBILITIES
DATE ESTABLISHED:		
DUNS NUMBER (IF ANY):		

E. EQUITY MEMBERS

	OWNERSHIP TYPE	EQUITY INTEREST IN OFFEROR
EQUITY MEMBER:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> JOINT VENTURE	
PARENT COMPANY OR AFFILIATE:		
EQUITY MEMBER:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> JOINT VENTURE	
PARENT COMPANY OR AFFILIATE:		
EQUITY MEMBER:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> JOINT VENTURE	
PARENT COMPANY OR AFFILIATE:		
EQUITY MEMBER:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> JOINT VENTURE	
PARENT COMPANY OR AFFILIATE:		
EQUITY MEMBER:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> JOINT VENTURE	
PARENT COMPANY OR AFFILIATE:		

FORM 9 OFFEROR BUSINESS STRUCTURE



SOLICITATION NO. 8-14-C001

OFFEROR AUTHORIZED REPRESENTATIVE

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Authorized Representative of the Offeror to which this form relates:

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

FORM 10

REPRESENTATIONS AND CERTIFICATIONS



SOLICITATION NO. 8-14-C001

[EACH OFFEROR AND EQUITY MEMBER MUST SUBMIT A SEPARATE FORM 10 AND COMPLETE ALL SECTIONS BELOW]

THE SIGNATORY, _____, REPRESENTS AND CERTIFIES AS FOLLOWS:

1. DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The Signatory represents and certifies that it is, is not a Disadvantaged Business Enterprise as defined in 49 CFR Part 26.
- B. Certification. As verification of this representation and certification, the Signatory is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

2. MINORITY BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The Signatory represents that it is, is not a Minority Business Enterprise.
- B. Definition. A **Minority Business Enterprise** is defined by the Authority as:

A firm of any size which is at least **51%** owned by one or more minority persons or, in the case of a publicly-owned corporation, at least **51%** of all stock must be owned by one or more minority persons; and whose management and daily business operations are controlled by such persons. A person is considered to be a minority if he or she is a citizen of lawful resident of the United States and is:

- Black (a person having origins in any of the black racial groups in Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Portuguese (a person of Portugal, Brazilian, or other Portuguese culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America.)

- C. Certification. As verification of this representation, the signatory is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

FORM 10 REPRESENTATIONS AND CERTIFICATIONS



SOLICITATION NO. 8-14-C001

3. WOMEN BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The signatory represents that it is, is not a Women Business Enterprise.
- B. Definition. A **Women Business Enterprise** is defined by the Authority as:
1. A firm of any size which is at least 51% owned by one or more women or, in the case of a publicly-owned corporation, at least 51% of stock must be owned by one or more such women; and
 2. Whose management and daily business operations are controlled by such persons.
- C. Certification. As verification of this representation, the signatory is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

4. CERTIFICATION OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION (FORM I-9)

The Signatory certifies that it has has not read and is is not in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued thereunder. The Signatory also certifies that it will require its subcontractors to comply with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and all other applicable laws and regulations.

5. CERTIFICATION OF ENROLLMENT IN E-VERIFY

A. The Signatory certifies that it:

- is currently enrolled as a non-Federal Contractor, Federal Contractor (note that the Authority is not a federal entity and contractors are prohibited from verification of existing employees under any contract with the Authority) in the E-Verify Program for employment verification operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration and will continue to be enrolled, if awarded a contract, for the entire term of such contract.

-OR-

- will enroll as a non-Federal contractor in the E-Verify Program for employment verification, which is operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration, within 30 days of contract award, and will continue to be enrolled, if awarded a contract, for the entire term of such contract, but is not currently enrolled in the E-Verify Program.

- B. Certification. As verification of this representation, the Signatory is encouraged to attach a copy of proof of enrollment, such as its "Maintain Company" page from the E-Verify Website.

FORM 10 REPRESENTATIONS AND CERTIFICATIONS



SOLICITATION NO. 8-14-C001

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. The Signatory certifies, to the best of its knowledge and belief, that:

1. The Signatory and/or any of its Principals:

- a. Have have not been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency within the three (3) year period preceding this offer;
- b. Have have not had contractor or business license revoked within the three (3) year period preceding this offer;
- c. Have have not been declared non responsible by any public agency within the three (3) year period preceding this offer;
- d. Have have not within the three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or sub-contract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; violation of labor, employment, health, safety or environmental laws or regulations;
- e. Have have not within the three (3) year period preceding this offer, been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph A.1.a.(4). of this provision; and
- f. All performance evaluations within the three (3) year period preceding this offer have have not received a rating of satisfactory or better. If not, please provide a copy of the evaluation with detailed explanation.
- g. The Signatory has has not within the three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

B. The Signatory shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Signatory learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph A. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Signatory's responsibility. Failure of the

FORM 10 REPRESENTATIONS AND CERTIFICATIONS



SOLICITATION NO. 8-14-C001

Signatory to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Signatory nonresponsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph A. of this provision. The knowledge and information of a Signatory is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in Paragraph A. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Signatory knowingly rendered an erroneous certification, the Contracting Officer may terminate the Contract resulting from this solicitation for default.

7. CERTIFICATION

I hereby certify that the foregoing is true and correct, and that I am the Authorized Representative of the Signatory to which this form relates.

SIGNATORY:

SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

FORM 11 ETHICS POLICY CERTIFICATION



SOLICITATION NO. 8-14-C001

A. CERTIFICATION OF ETHICS POLICY

Offeror hereby certifies that attached Ethics Policy will apply to all members of the Offeror's design-build team, including those members not yet identified, and that this policy will be incorporated by reference into all teaming agreements and subcontracts.

AUTHORIZED REPRESENTATIVE SIGNATURE:

OFFEROR:

AUTHORIZED REPRESENTATIVE NAME:

TITLE:

DATE:

B. COPY OF ETHICS POLICY

[ATTACH COPY OF ETHICS POLICY TO THIS FORM]

FORM 12

FINANCIAL STATUS



SOLICITATION NO. 8-14-C001

A. OFFEROR FINANCIAL GUARANTORS

OFFEROR:	
NAME	EQUITY INTEREST
EQUITY MEMBER NO. 1:	
EQUITY MEMBER NO. 2:	
EQUITY MEMBER NO. 3:	
EQUITY MEMBER NO. 4:	
EQUITY MEMBER NO. 5:	
LEAD CONSTRUCTOR NO. 1:	
LEAD CONSTRUCTOR NO. 2:	
LEAD CONSTRUCTOR NO. 3:	
LEAD CONSTRUCTOR NO. 4:	
LEAD CONSTRUCTOR NO. 5:	

B. SUMMARY BALANCE SHEET

EQUITY MEMBER / LEAD CONSTRUCTOR *	
NAME: Equity Member or Lead Constructor name	
CURRENT ASSETS	AMOUNT (\$)
AVAILABLE CASH	\$
NOTES RECEIVABLE	\$
ACCOUNTS RECEIVABLE	\$
INVENTORIES	\$
OTHER CURRENT ASSETS (<i>SPECIFY BELOW</i>)	\$
TOTAL CURRENT ASSETS:	\$
CURRENT LIABILITIES	\$
NOTES AND MORTGAGES PAYABLE	\$
ACCOUNTS PAYABLE	\$
OTHER CURRENT LIABILITIES (<i>SPECIFY BELOW</i>)	\$
TOTAL CURRENT LIABILITIES:	\$
SUMMARY NET WORTH:	\$

*Complete a separate Part B for each Equity Member and/or Lead Constructor.

C. FINANCIAL STATEMENTS

For each Equity Member and/or Lead Constructor, append to this form, complete financial statements (with all exhibits and notes) prepared by a Certified Public Accountant, for the two (2) most recently completed fiscal years.

ATTACHMENT C – SUMMARY OF B CONTRACT TECHNICAL REQUIREMENTS

**FINAL DESIGN AND CONSTRUCTION
DULLES CORRIDOR METRORAIL PROJECT - PHASE 2
PACKAGE “B” (RAIL YARD AND MAINTENANCE FACILITY)**

1. GENERAL

This document describes the range of design, construction, and management expertise required to successfully implement Package B. The descriptions are presented for reference and information to assist Offerors in formulating teams and developing their Qualifications Statements in response to this RFQI. Additional details on the Package B technical requirements, including plans, specifications, and selected reports, will be provided to the Qualified Offerors during the RFP phase of this solicitation.

1.1 PROJECT OVERVIEW

The Airports Authority, in cooperation with the Washington Metropolitan Area Transit Authority (“WMATA”), the Commonwealth of Virginia, Fairfax County and Loudoun County, is designing and constructing the Project, which is a 23.1-mile extension of WMATA’s Metrorail system in Northern Virginia’s Dulles Corridor. This new line has been designated as the “Silver Line” by WMATA (see Figure C-1).

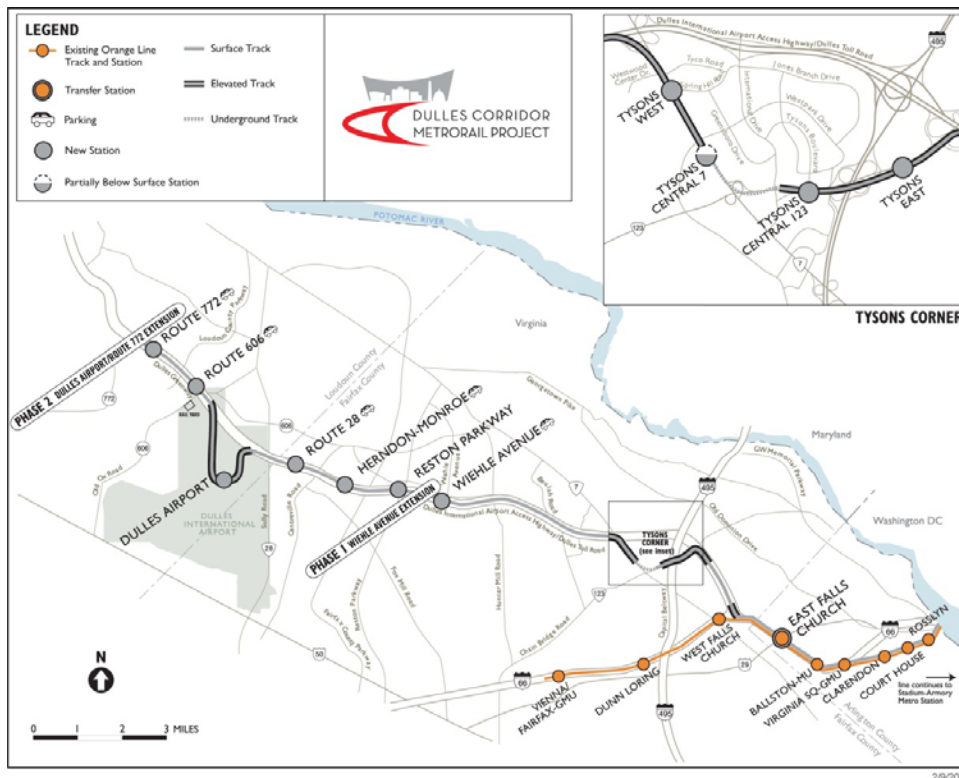


Figure C-1 – Dulles Corridor Metrorail Project Location

Construction of Phase 1 – the first 11.7 miles of new track and five new Metrorail stations (four in Tysons Corner and an interim terminus at Wiehle Avenue in Reston) – is currently nearing completion and will begin operations in early 2014. Phase 2 will extend the Silver Line 11.4 miles northwest, through Washington Dulles International Airport (“Dulles Airport”) to a terminus near Route 772 in eastern Loudoun County. Phase 2 includes six additional stations, a new rail maintenance and storage facility at Dulles Airport and five new

parking garages with a total of 8,900 parking spaces for Silver Line users. Wayside facilities, including traction power substations, tie-breaker stations, and stormwater management ponds, will also be constructed along the alignment.

As shown in Figure C-2, the Maintenance Facility site is located on Dulles Airport property in the northwest quadrant of the Airport, bounded by Horsepen Run and Route 606 (West Ox Road). The site is located within the boundaries of Dulles Airport and access to the site will be subject to the Airports Authority's access controls.



Figure C-2: Dulles Metrorail Project Maintenance Facility Site

1.2 PACKAGE B SCOPE

The Contractor shall perform all design, construction, and other services in accordance with the Contract. Package B's scope of work includes, but is not limited to, the following elements:

- **Rail Tracks and Supporting Infrastructure**
 - At-grade rail tracks and supporting infrastructure necessary to provide access to the facilities and for railcar storage, railcar maintenance, and non-revenue railcar access to maintenance facilities.

- **Railcar Service and Inspection Facilities**
 - Facilities for the servicing, inspection and repair of railcars, including integrated equipment such as car lifts, wheel-truing machine and cranes. These facilities shall include support areas such as bench-work areas, meeting rooms, offices, and employee comfort areas.
 - A yard control tower.
 - Building utilities, including a DC power stinger system in the railcar shop area.
 - Portable maintenance equipment and office furnishings will be provided by WMATA.

- **Transportation and Police Facilities**
 - Facilities for train dispatch, operation, and supervisory personnel. These facilities shall include support areas such as meeting rooms, offices, and employee comfort areas.
 - Facilities for police and security personnel.
 - Portable equipment and office furnishings will be provided by WMATA.
- **Maintenance of Way Facilities**
 - Facilities for the storage of maintenance-of-way (MOW) materials and equipment.
 - Portable equipment and office furnishings will be provided by WMATA.
- **Materials Warehouse Facilities**
 - Facilities for the storage and handling of material for maintenance and renewal of railcars and other WMATA equipment and facilities.
 - Material storage and handling equipment and office furnishings will be provided by WMATA.
- **Systems**
 - Communications, traction power substations, and train control facilities and equipment needed for Package B and connections to WMATA operational control facilities.
- **Roadway Construction and Improvements**
 - Site and roadway improvements necessary for construction and operation of the Package B facilities.
- **Drainage and Stormwater Management (SWM)**
 - SWM facilities, including maintenance vehicle access and parking, as well as expansion of existing SWM ponds to provide sufficient drainage for all of the Package B facilities.
- **Utilities**
 - New utilities as needed to construct the Package B facilities and to provide connections to the Package B facilities. The types of utilities affected include water, storm sewer, sanitary sewer, gas, electric, and communications lines.
 - Relocation of existing utilities as necessary for construction of the Package B facilities.
 - Ductbank and cabling for 34.5 kV power from the Package A interface point.
 -

1.3 GENERAL REQUIREMENTS

The Contractor is responsible for the design, construction, supply, installation, and commissioning of Package B, and its acceptance by the Airports Authority and WMATA upon substantial completion of its work.

Package B is to be developed and delivered in accordance with the Contract Documents, which reflect a revised Preliminary Engineering (PE) “proof of concept” design and minimum requirements for Package B. The Contractor shall use this design as a guide for developing its designs and is responsible for compliance with applicable criteria, codes, standards, and other conditions required by other regulatory or approving entities.

The Contractor is responsible for providing a complete solution for Package B that addresses all design, functional, and operational issues. The Contractor is responsible for coordinating the requirements and

activities among the various disciplines and entities necessary to design and construct a fully integrated Package B. The Contractor must obtain, or assist in obtaining, all permits associated with the temporary and permanent construction of the Package B facilities.

The Contractor must successfully perform all inspections, testing, and functional demonstrations required to verify compliance with Package B requirements to the satisfaction of the Airports Authority, WMATA, and other regulatory or approving entities.

1.4 DESIGN CRITERIA, CODES AND STANDARDS

The Contractor must comply with all applicable Federal, state, and local laws and regulations, Virginia and jurisdictional building codes, environmental regulations, approving agency requirements, and Airports Authority directives in completing the design, construction, installation, commissioning, and acceptance of Package B. The Contractor must also comply with the policies and procedures of the jurisdiction responsible for issuing any permit required for the Contractor to perform its work. Where conflicts or overlapping requirements exist, the more stringent shall apply.

The criteria, codes, or standards that were used to develop the PE design will be noted in the Contract Documents. These codes, standards and criteria represent minimum requirements to be met. The Contractor is responsible for determining and/or confirming all applicable criteria, codes, and standards for all aspects of the work and ensuring compliance with these requirements in completing the design, construction, and acceptance of Package B. Unless noted otherwise, the Contractor must use the most current editions of the applicable criteria, codes and standards. The Contractor is also responsible for acquiring and utilizing any necessary criteria, codes, standards, manuals, instructions, or guidelines necessary to prepare the design, construction, and acceptance documents for Package B.

If warranted and determined to be in the best interest of delivering Package B, the Contractor may identify deviations to these design criteria, codes and standards and seek approval for these deviations from the Airports Authority and/or other approving entities.

1.5 JURISDICTIONAL BOUNDARIES

The services provided by the Contractor must comply with the requirements of multiple agencies and local jurisdictions, including, but not limited to: the Airports Authority, WMATA, Virginia Department of Transportation, and other federal and state agencies (e.g., Federal Transit Administration, Federal Aviation Administration, US Army Corps of Engineers, Virginia Department of General Services (DGS), Virginia Department of Environmental Quality (DEQ), the Virginia Department of Conservation and Recreation (DCR), and the Virginia Department of Historic Resources). One or more of these agencies may review or oversee the Contractor's work.

For all facilities, the appropriate building code official will be the Authority Having Jurisdiction (AHJ) and will be responsible for code approval of the work. With the exception of traction power substations and tie-breaker stations, the Airports Authority Building Code Department has jurisdiction for design reviews, building permits, applicable inspections, certificates of occupancy, and enforcement of building codes. For the, traction power substations and tie-breaker stations included in Package B, the Virginia DGS is the AHJ and is responsible for building code enforcement and associated inspections.

VDOT will review designs and permit applications and issue permits and approvals for construction and construction-related activities on VDOT right-of-way.

The Virginia DEQ will permit the design and construction of facilities related to erosion and sediment control and stormwater management, and Virginia DEQ will be the permitting authority for streams, floodplains and wetlands.

Federal Aviation Administration permits will be required for construction activities within and adjacent to the boundaries of Dulles Airport.

1.6 KEY PROJECT INTERFACES

All interfaces with WMATA systems, Airports Authority facilities at Dulles Airport, and other entities within the limits of Package B are the responsibility of the Contractor. The systems, subsystems, equipment and facilities provided must be designed to ensure that electrical, mechanical and physical interfaces achieve the service and performance levels necessary to effectively integrate with the existing Metrorail system and Phase 2, Package A.

WMATA Metrorail Facilities and Systems. Phase 2 interface(s) with the existing WMATA system, as well as Phase 1 of the Project, are located primarily in and around the Wiehle Avenue station. Additional interfaces with WMATA's existing systems and subsystems may be required at WMATA's Jackson Graham Building and the Carmen Turner Facility to fully implement Package B. The Contractor is responsible for defining and providing any additional interfaces necessary to successfully integrate Package B into the WMATA rail network.

Phase 2 Package A. The design and construction of Package B shall interface with the Phase 2, Package A (Rail Line, Stations, and Systems). The Package A contractor will define and provide the necessary physical and systems interface locations between Package A and Package B.

VDOT Facilities. The Contractor must define and provide the necessary access to existing VDOT facilities, and ensure that these facilities remain open and operational during the construction period.

1.7 PROPERTY ACQUISITION

The Contractor is responsible for providing all land area(s) needed for materials storage, laydown, field offices, equipment, temporary facilities and other similar aspects of the work that are outside of the limits of Package B site. The Contractor is also responsible for the acquisition of property and/or necessary property rights required for any utility relocations conducted by the Contractor.

2. TRACK AND SUPPORTING INFRASTRUCTURE

2.1 SURVEY AND MAPPING

The Contractor is responsible for conducting all survey necessary to complete the design and construction of Package B using WMATA's Low Distortion Projection (LDP) Coordinate System. Any PE design information or CADD files prepared in any other coordinate system utilized by the Contractor must be updated to the new coordinate system.

2.2 GEOTECHNICAL

The Contractor is responsible for all geotechnical investigations, analyses, and determinations necessary to complete Package B. Information on existing geotechnical conditions collected during PE will be made available for inspection and evaluation.

2.3 ALIGNMENT AND TRACK

The Contractor must design, furnish, install and commission all systems, equipment, and facilities necessary to deliver a complete, safe, and operational Package B. This effort includes, but is not limited to: finalization of the rail alignment for the track and track component design, supply and installation, track drainage, integration of all track and special trackwork components, and installation of the electrified rail for power supply.

2.4 RETAINING WALLS

The Contractor must design and construct all retaining walls necessary to deliver a complete, safe, and operational Package B. The locations of the walls have been determined in accordance with WMATA and Airports Authority design requirements. Alternative wall systems, such as mechanically stabilized earth walls or precast walls may be used for applications other than trackway retaining walls.

2.5 ROADWAYS

The Contractor must design and construct all roadway elements in accordance with the applicable criteria of the appropriate jurisdiction and is responsible for obtaining all required reviews and approvals per that jurisdiction's standard procedures and requirements. Where required, appropriate traffic analyses and traffic warrants (for new signals) must be prepared. The Contractor must not preclude future roadway improvements, necessary utility improvements, and other planned improvements by VDOT or the Airports Authority within or adjacent to Package B limits.

2.6 DRAINAGE AND STORMWATER MANAGEMENT

Package B includes site-specific drainage elements and stormwater management facilities. The Contractor must design, furnish, and install all required drainage elements and stormwater management facilities necessary to provide a well-drained site and a safe environment in accordance with applicable design criteria (for both quality and quantity management of stormwater runoff). The Contractor is expected to be thoroughly familiar with the requirements of all applicable jurisdictions.

2.7 UTILITIES

The Contractor is responsible for the design, construction, and relocation of utilities necessary to accommodate and deliver Package B. The work includes all investigations necessary to verify the type, location and depth of all existing utilities within the limits of the Contractor activities. The Package B scope includes the installation of all new utilities required for connections to Package B buildings or facilities and associated systems or equipment.

3. FACILITIES

3.1 BUILDINGS

The Contractor shall provide architectural and engineering design services for, and construct the Service and Inspection (S&I) Maintenance Building, Warehouse, Maintenance of Way (MOW) Building, the Transportation/Police Building, the Train Wash Building, the Vehicle Storage Building, two TPSS Buildings, three TCR Buildings, a Gate House, a boarding platform, car service platforms, storage bins and a salt dome. The entire shop facility shall be designed to support maintenance operations on revenue vehicles and other WMATA equipment and facilities.

The Contractor shall be responsible for performing a code analysis that defines the construction type, means of egress and required fire protection based on the final design.

The entire facility shall be designed and constructed in a sustainable manner. The Airports Authority has designated three buildings for LEED Certification. These are the S&I Maintenance Building, the MOW Building, and the Transportation/Police Building.

3.2 SUPPORT FACILITIES

The Contractor shall provide utilities and appurtenances to support equipment and as necessary to deliver a complete functioning and operational yard and supporting complex of buildings. In addition to typical facilities, these shall include:

- Gasoline storage and dispensing
- Diesel fuel storage and dispensing
- Glycol storage and dispensing
- Bulk material storage and handling

The Contractor shall verify that Package B facilities do not interfere with any Airport operations or operating systems.

3.3 LANDSCAPING AND SITES IMPROVEMENTS

The Contractor shall design, furnish and construct all site improvements necessary for access, circulation, use, and maintenance of each facility site.

The Contractor shall design, select, and install all landscaping required for Package B. Areas to be landscaped include buildings and wayside facilities (stormwater management facilities, traction power substations, and train control rooms). Maintenance responsibilities and requirements shall be considered in completing the final landscape designs, selection of materials, and installation methods.

4. SYSTEMS

4.1 POWER DISTRIBUTION SYSTEM

Package B includes the design and installation of a power distribution system needed to deliver electrical power to the traction power substations and fixed facilities. The Contractor must design, furnish, install and commission all systems, equipment, and facilities necessary to deliver a complete, safe and operational Medium Voltage 34.5 kV power distribution system for Package B, including required ductbanks and cabling. The Contractor also is also responsible for designing, scheduling and obtaining necessary utility power

connections for the 34.5kV power distribution system at the designated interface point being constructed as part of Package A. The Contractor must comply with all relevant utility requirements and regulations.

The Contractor must coordinate with Dominion Virginia Power (DVP), the electrical utility company and the Package A contractor the 34.5kV power feeds required to provide power to the traction power system and fixed facilities. 34.5kV power for Package B will be provided from two DVP supply substations at Dulles Airport and Shellhorn. DVP will provide and install all required equipment necessary to provide 34.5 kV power to Package B in accordance with its requirements and equipment specifications, including: a) equipment at the DVP substation and b) power metering equipment. The Package B Contractor shall be responsible for the design, procurement, and installation of the following:

- Cables, splices, and attachment hardware for the 34.5 kV distribution system; and
- Electrical switches adjacent to all Package B facilities that are connected to the 34.5 kV distribution system.

4.2 TRACTION POWER SYSTEM

The Contractor must design, furnish, install, test and commission all systems, equipment, and facilities necessary to deliver a complete, safe, and operational traction power system for Package B. The traction power system consists of the contact rail and feeders, sectionalizing equipment, rectifier substations with high-voltage connections, tie-breaker stations, distribution cabling systems, emergency trip stations, contact rail heating systems and associated remote control SCADA systems.

Package B includes two 6-mW traction power substation facilities. All traction power substations must be pre-fabricated, modular designs, and installed at-grade with outdoor liquid-filled transformers on concrete foundations, with code compliant oil containment systems and architectural screening meeting County and Airports Authority requirements. The designs for pre-fabricated substation and tie-breaker facilities must include all required electrical and mechanical systems. Each traction power substation must include sufficient space and other provisions to allow a future increase of capacity to 9 mW by adding a transformer/rectifier lineup and the associated switchgear, monitoring, and metering equipment. The Contractor is responsible for meeting all equipment spacing, accessibility, and maintenance requirements.

4.3 STRAY CURRENT/CATHODIC PROTECTION SYSTEM

The Contractor must design, furnish, install, and commission a fully compliant stray current and cathodic protection system for Package B. Corrosion control measures are intended to prevent the premature failure of metallic components and mitigate stray current during normal rail operations. Stray current and cathodic protection is required for all new facilities regardless of location, owner, or material of construction when corrosion failure of such facilities may affect safety and/or continuity of rail operations.

4.4 YARD TRAIN CONTROL SYSTEM

The Contractor must design, furnish, install, and commission a complete, safe, and operational train control system for Package B. The major subsystems to be provided include: automatic train protection, automatic train operation, and automatic train supervision. Package B includes two train control rooms. The Contractor is responsible for ensuring that the train control system is fully compatible with the Phase 2 Package A and existing WMATA train control systems.

4.5 COMMUNICATIONS SYSTEMS

The Contractor must design, furnish install, and commission complete, safe, and fully operational communications systems for Package B. The major sub-systems to be provided as components of the Communications System are:

- Fiber Optic System (FOS) and Local Area Network/Wide Area Network (LAN/WAN)
- Integrated Public Address System
- Talkback System
- Voice Over Internet Protocol Telephone System (VoIP)
- Mobile Radio System
- Radio System
- Closed-Circuit Television System (CCTV)
- Fire and Intrusion Detection System
- Supervisory Control and Data Acquisition (SCADA) System

The Package B communications systems design and installation must comply with applicable WMATA and Airports Authority design criteria, industry standards, and emergency services requirements. Where site conditions prevent the specified typical installation, it is the Contractor's responsibility to identify and implement an acceptable alternate equipment and/or installations. The Package B communications system shall not interfere with any Airport operations or operating systems.

5. EXHIBITS

A summary of the Package B elements, facilities, and environmental constraints are shown in the following exhibits. This information is provided for general reference only. Additional details will be provided to the Qualified Offerors during the RFP phase of the procurement.

ATTACHMENT D – FEDERAL REQUIREMENTS ADDENDUM

Contractor understands that the Project is financed in part with assistance provided by the Federal Transit Administration (“FTA”) and acknowledges that a condition to such assistance is the application of certain federal laws, regulations, policies, procedures, and directives to the Contract and Contractor (“Federal Requirements”). Contractor will comply with all Federal Requirements unless FTA issues a written determination to the contrary.

This Federal Requirements addendum is intended to identify certain specific Federal Requirements, with the understanding that what is identified herein is not to be deemed all-inclusive. Contractor agrees that it shall comply with all federal laws, regulations, policies, procedures, directives and ordinances, whether or not they are specifically mentioned in these Federal Requirements, and, through flow-down provisions in its Subcontracts, require its Subcontractors, as well as each of its lower-tier Subcontractors, to comply with such Federal Requirements to the extent mandated by the applicable Federal Requirement. Unless otherwise stated in a provision below, Contractor shall flow-down, and require all Subcontractors of any tier to flow-down, all provisions of these Federal Requirements to all Subcontractors at each tier.

For purposes of this Addendum, the following definitions apply:

- (a) “Contract” means the written agreement between MWAA and Contractor.
- (b) “Contractor” means a Person that MWAA has entered into a Contract for goods or services associated with the Project.
- (c) “Owner” means the Metropolitan Washington Airports Authority.
- (d) “Person” means any individual, public or private corporation, county, district, authority, municipality, political subdivision or other entity of the State or the United States of America, and any corporation, limited liability company, partnership, association, firm, trust, estate, or any other entity whatsoever.
- (e) “Project” means the project generally known as Phase 2 of the Dulles Corridor Metrorail Project Improvements project.
- (f) “Subcontract” means any agreement by Contractor with any contractor, vendor, supplier, consultant, or other Person to perform any part of the Work, including but not limited to the furnishing of equipment and materials, as well as any agreements between a Subcontractor and its lower tier Subcontractor(s).
- (g) “Subcontractor” means any Person of any tier that has entered into a Subcontract to perform any work on the Project.

1. Fly America

Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America

requirements. Contractor shall flow-down the requirements of this section to all Subcontracts that may involve international air transportation.

2. Cargo Preference - Use of United States-Flag Vessels Requirements

Pursuant to 46 U.S.C. §55305 and 46 C.F.R. Part 381, Contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the underlying contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to: (i) Owner through Contractor in the case of a Subcontractor's bill-of-lading; and (ii) to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to Owner in the case of Contractor's bill-of-lading, all as marked with appropriate identification of the Project.
- (c) To include these requirements in all Subcontracts issued pursuant to this Contract when the Subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3. Buy America

- (a) Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and subsequent amendments to those regulations that may be promulgated. This requires that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.
- (b) Appropriate Buy America certifications in the following form shall be provided with the executed Contract and with each Change Request that includes steel, iron, and manufactured products. Owner will not approve such Change Request unless the completed Buy America certification is provided. If a Certificate of Non-Compliance is provided, the Change Request will be accepted only if Owner determines that an exception to the Buy America requirements applies:

**Certification requirement for procurement of steel, iron, or manufactured products.
Certificate of Compliance with 49 U.S.C. 5323(j)(1):**

Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date: _____
 Signature: _____
 Company Name: _____
 Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1):

Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C):

Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C):

Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____
Signature: _____
Company Name: _____
Title: _____

4. Seismic Safety Requirements

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41, and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by any Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

5. Energy Conservation Requirements

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Clean Water Requirements

- (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq. Contractor agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Contractor shall flow-down the requirements of this Section 6 to all Subcontracts exceeding \$100,000.

7. Lobbying

- (a) Contractor and all Subcontractors at each tier who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." The language for the certification is set forth in Section 7(b) below. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are to be forwarded from tier-to-tier up to Owner.
- (b) **Certification for Contracts, Grants, Loans and Cooperative Agreements.** The certification referenced in Paragraph 7(a) above is as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the

Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C.A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

8. Access to and Retention of Records

- (a) Contractor agrees to permit Owner, the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, or their duly authorized representatives, to inspect all any books, documents, papers, records, accounts and reports of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (b) Where Owner enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Contractor shall make available records related to the Contract to Owner, the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, or their duly authorized representatives for the purposes of conducting an audit and inspection.
- (c) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (d) Contractor agrees to maintain all books, documents, papers, records, accounts and reports required under this Contract, consistent with 49 CFR §18.39(i)(11), for a period of not less than three (3) years after the date of final payment under the Contract or termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- (e) Contractor agrees to include this Section 8 in each Subcontract at each tier. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

9. FTA Requirements

- (a) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, which may be found on the FTA website, including without limitation those listed directly or by reference in the FTA Master Agreement (Form FTA MA(15)), as they may be amended or promulgated from time-to-time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.
- (b) All contractual provisions required by the United States Department of Transportation, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Owner requests which would cause Owner to be in violation of the FTA terms and conditions.

10. Clean Air

- (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Contractor agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Recycled Products and Recovered Materials

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. Davis-Bacon and Copeland Anti-Kickback Acts

Contractor agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction") and the Copeland Anti-Kickback Act (18 U.S.C. § 374 and 40 U.S.C. § 3145) as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The clause at 29 CFR § 5.5(a) is restated and incorporated below, conformed to designate "Owner", "Contractor" and "Subcontractor" in their respective capacity as the owner, contractor and subcontractor for the Project:

(1) Minimum wages –

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached

hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor or Subcontractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Owner shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Owner shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Owner to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(ii)(C) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Owner shall refer the questions, including the views of all interested parties and the recommendation of Owner, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding - Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Owner may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records –

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Owner for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required

weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Owner for transmission to the Federal Transit Administration, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for Contractor to require its Subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to Owner.

(ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under section 5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

(4) Apprentices and trainees –

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide

apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this

part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements - Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - Contractor and Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR §5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and Owner, the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility –

(i) By entering into this contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13. Contract Work Hours and Safety Standards

Contractor shall comply with the Contract Work Hours and Safety Standard Act, 40 U.S.C. § 3701 et seq. The clause at 29 CFR 5.5(b) pertaining to Contract Work Hours and Safety Standard Act is restated and incorporated below, conformed to designate "Owner", "Contractor" and "Subcontractor" in their respective capacity as the owner, contractor and subcontractor for the Project:

(a) **Overtime requirements** - No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (b) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (b)(1) of this section Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (c) **Withholding for unpaid wages and liquidated damages** - Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (d) **Subcontracts.** Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

14. **Employee Protections**

- (a) **Activities Not Involving Construction** - Contractor agrees to comply, and assures the compliance of each Subcontractor at each tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) **Activities Involving Commerce** - Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, apply to employees performing Project work involving commerce.

15. No Government Obligation to Third Parties

- (a) Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (b) Contractor agrees to include the above clause in each Subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

16. Program Fraud and False or Fraudulent Statements and Related Acts

- (a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- (b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- (c) Contractor agrees to include the paragraphs (a) and (b) above in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

17. Debarment and Suspension

- (a) Contractor agrees to comply, and assures the compliance of each Subcontractor at each tier, with 49 U.S.C. § 5325(j), Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 2 C.F.R. Part 1200, which adopts the provisions in 2 CFR 180.
- (b) The Contract is a covered transaction for purposes of 2 CFR Part 1200 and 2 CFR 180. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.935 and 180.940. Contractor is required to comply with 2 CFR 1200, Subpart C and 2 CFR 180, Subpart C.
- (c) By entering into the Contract, Contractor certifies that it is in compliance with 2 CFR Part 1200, Subpart C and 2 CFR 180, Subpart C. If it is later determined that Contractor knowingly rendered an

erroneous certification, in addition to the remedies available to Owner, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

18. Privacy Act

The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (a) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (b) Contractor also agrees to include these requirements in each Subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

19. Civil Rights Requirements

Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to the following requirements:

- (a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and any other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the Contract:
 - (1) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, Contractor agrees to comply with all applicable equal opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- (2) Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with the following regulations and any subsequent amendments thereto:
- (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (iv) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (vi) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-119;
 - (vii) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
 - (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
 - (x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 - (xi) Any implementing requirements FTA may issue.
- (4) Equal Employment Opportunity Requirements for Construction Activities. With respect to activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," Contractor agrees to comply and assures the compliance of each third party contractor and each subrecipient or Subcontractor at each tier of the Project, all applicable equal employment

opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," at 42 U.S.C. § 2000(e) note, and also with any Federal Laws, Ordinances and Regulations affecting construction undertaken as part of the Project.

- (5) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. Contractor agrees to comply with the confidentiality and any other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-2, 290dd-3 and 290ee-3, and any subsequent amendments to these acts.
- (6) Access to Services for Persons with Limited English Proficiency. Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Guidance to Contractors on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.
- (7) Other Nondiscrimination Statutes. Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project.

20. Rights In Data and Patent Rights

(a) Rights in Data

- (1) The term "subject data" used in this Section 20 means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Exhibit has been added:

(a) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(1) and (2)(b)(2) of this clause

below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, if Contractor performs experimental, developmental, or research work required by the Contract, it agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this Clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

- (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education,

individual, etc.), the Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- (4) Contractor also agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- (b) Patent Rights. The following requirements apply to each contract involving experimental, developmental, or research work:
- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 - (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - (3) Contractor also agrees to include the requirements of this clause in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

21. Transit Employee Protective Provisions

To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

22. Environmental Requirements

Contractor recognizes that many federal and state Laws, Regulations and Ordinances imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal Laws, Regulations and Ordinances that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and applicable sections of 29 U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.* Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, Contractor agrees to comply, and assures the compliance of each of its Subcontractors, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are environmental requirements of particular concern to FTA and Contractor. Contractor agrees that those laws and regulations may not constitute Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

- (a) Environmental Protection. Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*, Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. Contractor agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* In addition:
 - (1) Contractor agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. Contractor further agrees that any Project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan.
 - (2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.
 - (3) Contractor agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- (c) Use of Public Lands. Contractor agrees that it will not use in the Project any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as

determined by the Federal, State, or local officials having jurisdiction thereof, and will not use in the Project any land from a historic site of national, State, or local significance unless the Federal Government makes the findings required by 49 U.S.C. §303.

- (d) Wild and Scenic Rivers. Contractor agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§1271 *et seq.* relating to protecting components of the national wild and scenic rivers system.
- (e) Coastal Zone Management. Contractor agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*
- (f) Wetlands. Contractor agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.
- (g) Floodplains. Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.
- (h) Endangered Species. Contractor agrees to comply with the protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 *et seq.*
- (i) Historic Preservation. Contractor agrees to foster compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a *et seq.* as follows:
 - (1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA and Owner of any affected properties.
 - (2) Contractor agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.
- (j) Environmental Justice. Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.
- (k) Mitigation of Adverse Environmental Effects. Should the Project cause or result in adverse environmental effects, Contractor agrees to take all reasonable measures to minimize those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Contractor agrees to comply with all environmental mitigation measures identified as commitments in applicable environmental documents (*i.e.*, environmental assessments, environmental impact statements, memoranda of agreement, and documents required by 49 U.S.C. § 303) and with any conditions imposed by the Federal Government in a finding of no significant impact or record of decision. Contractor agrees that those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement.

Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement as soon as agreement with the Federal Government is reached. Contractor understands and agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

23. Disadvantaged Business Enterprises

- (a) The Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract and shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Contract. Contractor agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(1) Contractor agrees and assures that it will comply with U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) Contractor agrees and assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Subcontract supported with Federal assistance derived from U.S. DOT or FTA or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. Contractor agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all Subcontracts supported with Federal assistance derived from U.S. DOT. Each Subcontract Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). Upon notification by U.S. DOT to Contractor of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

- (b) Bidders/offerors are required to document sufficient DBE participation to meet the DBE goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53. Award of the Contract is conditioned on submission of the following prior to award:

- (1) The names and addresses of DBE firms that will participate in the Contract;
- (2) A description of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (5) Written confirmation from the DBE that it is participating in the Contract as provided in Contractor's commitment; and
- (6) If the contract goal is not met, evidence of good faith efforts to do so.

Contractor must present the information required above prior to contract award (see 49 C.F.R. 26.53(3)).

- (c) Contractor is required to pay its Subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from Owner. In addition, Contractor is required to return any retainage payments to those Subcontractors within 30 days after the Subcontractor's work related to this contract is satisfactorily completed.
- (d) Contractor must promptly notify Owner, whenever a DBE Subcontractor performing work related to the Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Owner.

24. Seat Belt Use

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402 note, Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles and include this provision in its Subcontracts.

25. Substance Abuse

- (a) Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Virginia, or Owner, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Contractor agrees further to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports before March 15 to Owner. To certify compliance Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- (b) To the extent applicable, Contractor agrees to comply with the following Federal substance abuse regulations:
 - (1) Drug-Free Workplace. U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*
 - (2) Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

26. Protection of Sensitive Security Information.

To the extent applicable, Contractor agrees to comply with section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. § 40119(b), with U.S. Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520, and with any other implementing regulations, requirements, or guidelines that the Federal Government may issue.

27. Access for Individuals with Disabilities

Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

ATTACHMENT E – NAICS CODES AND DBE SIZE STANDARDS

A listing of North American Industry Classification System (NAICS) codes is provided below to assist Offerors in preparing their Qualifications Statements. All DBEs must be certified for the work they plan to perform or for the goods they plan to manufacture or supply for this Contract. A comprehensive list of DBE firms eligible to participate on this project (firms certified by the Virginia Uniform Certification Program) can be found at:

http://www.dmbv.virginia.gov/swam_reports/dbe_listing.htm.gz

NAICS Code	Description	DBE Size Standard
236	Subsector – Construction of Buildings	
236210	Industrial Building Construction	\$22.41 Million
236220	Commercial & Institutional Building Construction	\$22.41 Million
237	Subsector – Heavy & Civil Engineering Construction	
237110	Water & Sewer Line & Related Structures Construction	\$22.41 Million
237120	Oil & Gas Pipeline & Related Structures Construction	\$22.41 Million
237130	Power & Communication Line & Related Structures Construction	\$22.41 Million
237310	Highway, Street & Bridge Construction	\$22.41 Million
237990	Other Heavy & Civil Engineering Construction	\$22.41 Million
238	Subsector – Specialty Trade Contractors	
238110	Poured Concrete Foundation & Structures Contractors	\$14 Million
238120	Structural Steel & Precast Concrete Contractors	\$14 Million
238130	Framing Contractors	\$14 Million
238140	Masonry Contractors	\$14 Million
238150	Glass & Glazing Contractors	\$14 Million
238160	Roofing Contractors	\$14 Million
238170	Siding Contractors	\$14 Million
238190	Other Foundation, Structure & Building Exterior Contractors	\$14 Million
238190	Welding Contractors	\$14 Million
238210	Electrical Contractors & Other Wiring Installation Contractors	\$14 Million
238220	Plumbing, Heating & Air-Conditioning Contractors	\$14 Million
238290	Other Building Equipment Contractors	\$14 Million
238310	Drywall & Insulation Contractors	\$14 Million
238320	Painting & Wall Covering Contractors	\$14 Million
238330	Flooring Contractors	\$14 Million
238340	Tile & Terrazzo Contractors	\$14 Million
238350	Finish Carpentry Contractors	\$14 Million
238390	Other Building Finishing Contractors	\$14 Million
238910	Site Preparation Contractors	\$14 Million
238990	All Other Specialty Trade Contractors	\$14 Million
484	Subsector – Truck Transportation	
484220	Hauling Contractors	\$22.41 Million

NAICS Code	Description	DBE Size Standard
541	Subsector – Professional, Scientific & Technical Services	
541310	Architectural Services	\$7 Million
541320	Landscape Architectural Services	\$7 Million
541330	Engineering Services	\$14 Million
541340	Drafting Services	\$7 Million
541360	Geophysical Surveying & Mapping Services	\$14 Million
541370	Surveying & Mapping (except Geophysical) Services	\$14 Million
541380	Testing Laboratories	\$14 Million
541611	Administrative Management & General Management Consulting	\$14 Million
541620	Environmental Consulting	\$14 Million
541990	All Other Professional, Scientific & Technical Consulting	\$14 Million