

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

Tender Number:	RFP-FQ15190/KKB
Date of Issuance:	June 08, 2017
Tender Due Date:	July 14, 2017

**ADDENDUM NO. 01
TO
REQUEST FOR PROPOSALS
FOR**

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

TO WHOM IT MAY CONCERN:

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

1. TRANSMITTAL LETTER:

<u>DELETE</u> Letter to Offerors	<u>SUBSTITUTE</u> Letter to Offerors, Addendum No. 01	<u>DESCRIPTION</u> Added the CO's signature to the letter.
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2. SOLICITATION APPROVED FOR RELEASE PAGE:

<u>DELETE</u> Approved For Release page	<u>SUBSTITUTE</u> Approved For Release page, Addendum No. 01	<u>DESCRIPTION</u> Added a signed Approved For Release page
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3. DIRECTIONS FOR SUBMITTING OFFERS:

<u>DELETE</u> Request for Proposal, Page 1	<u>SUBSTITUTE</u> Request for Proposal, Page 1, Addendum No. 01	<u>DESCRIPTION</u> Deleted request for price proposal
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(RFPP)

4. NOTICE TO OFFERORS:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Request for Proposal, Page 2	Request for Proposal, Page 2, Addendum No. 01	Informed offerors not to submit Volume II-Price Proposal with its unpriced technical proposal.

5. RFP SOLICITATION INSTRUCTIONS, Article 4 – Preparation of Offers:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Request for Proposal, page 7	Request for Proposal, Addendum No. 01, page 7	Page re-pagination

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Request for Proposal, Deleted Sub-article 4(d) in its entirety from page 8	Request for Proposal, page 7, Addendum No. 01	Deleted Volume II- Price Proposal

6. RFP SOLICITATION INSTRUCTIONS, Article 7 – Amendments Prior to Date Set for Receipt of Proposals:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Request for Proposal, Sub-article 7(b), page 9	Request for Proposal, replace with page 8, Addendum No. 01	Deleted Volume II- Price Proposal

6. RFP SOLICITATION INSTRUCTIONS, Article 10 – Proposal Format Instructions/Requirements:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Request for Proposal, Sub-articles 10(a), 10(a)(2), page 9	Request for Proposal, Sub-articles 10(a), 10(a)(2), page 9, Addendum No. 01	Deleted Volume II- Price Proposal

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Request for Proposal, Sub-articles 10(f), 10(f)(I-II), page 11,	Request for Proposal, Sub-articles 10(f), 10(f)(I-II) Addendum No. 01, page 11,	Deleted Volume II- price proposal and reference to

Page 12, respectively

page 12, respectively

Attachment A

DELETE

Request for Proposal,
Page 13

SUBSTITUTE

Request for Proposal,
Page 13, Addendum No. 01

DESCRIPTION

Deleted reference
to Attachment B

7. RFP SOLICITATION INSTRUCTIONS, Article 13 – Receipt and Review of Proposals by the Authority:

DELETE

Request for Proposal,
Sub-article 13(a-b),
Page 14

SUBSTITUTE

Request for Proposal,
Sub-article 13(a-b)
Addendum No. 01, page 14

DESCRIPTION

Reduced number of
response copies
from 3 to 2
(Volume I & III).
Deleted reference
to pricing.

8. RFP SOLICITATION INSTRUCTIONS, Article 14 – EVALUATION CRITERIA AND BASIS FOR AWARD:

DELETE

Request for Proposal,
Sub-article 3, Management
Approach, Page 18

SUBSTITUTE

Request for Proposal,
Sub-article 13, Management
Approach, Addendum No. 01,
Page 18

DESCRIPTION

Replace the word
insurance with
issuance.

9. RFP SOLICITATION INSTRUCTIONS, Article 17 – Price Proposal Evaluation:

DELETE

Request for Proposal,
Sub-article 17(a), page 19

SUBSTITUTE

Request for Proposal,
Sub-article 17(a),
Addendum No. 01, page 19

DESCRIPTION

Deleted reference
to Attachment A

10. RFP SOLICITATION INSTRUCTIONS, Article 30 – Request for Records:

DELETE

Request for Proposal,
Sub-articles 30(c),(g)(2&4)
page 24

SUBSTITUTE

Request for Proposal,
Sub-article 30(c),(g)(2&4)
Addendum No. 01, page 24

DESCRIPTION

Deleted references
to pricing.

11. PRESENTATIONS & CERTIFICATIONS, Article 11 – Certification of Independent Price Determination:

<u>DELETE</u> Request for Proposal, Page 31	<u>SUBSTITUTE</u> Request for Proposal, Page 31, Addendum No. 01	<u>DESCRIPTION</u> Provided directions on when to submit the Document.
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12. CHAPTER I – TERMS AND CONDITIONS, Article 6 – Ordering:

<u>DELETE</u> Request for Proposal, Sub-article 6(d), Page 41	<u>SUBSTITUTE</u> Request for Proposal, Sub-article 6(d), Page 41	<u>DESCRIPTION</u> Deleted reference to pricing.
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<u>DELETE</u> Request for Proposal, Sub-article 6(i), Page 42	<u>SUBSTITUTE</u> Request for Proposal, Sub-article 6(i), Page 42	<u>DESCRIPTION</u> Deleted reference to Program Management, Construction Management
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**13. PART III STATEMENT OF WORK – Article 1, GENERAL, Sub-article –
Background:**

<u>DELETE</u> Request for Proposal, Sub-article Background, Page 115	<u>SUBSTITUTE</u> Request for Proposal, Replace with Addendum No. 01, Page 115	<u>DESCRIPTION</u> Added Back2Good website address.
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14. There are no further changes.

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

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

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

Washington Metropolitan Area Transit Authority
RFP: FQ15190

Date: June 6, 2017

SUBJECT: RFP No. FQ15190

Dear Sir/Madam:

The Washington Metropolitan Area Transit Authority (WMATA/Authority/Metro) requires the services of a professional on-call multi-disciplinary planning and general architectural and engineering Contractor ("Contractor") to provide services in support of: (1) transit facility planning, conceptual design and preliminary engineering related to station capacity and station access, bus, rail, and support facilities, and planning support for joint development; and (2) public involvement, contract support and environmental clearance. This RFP contains a 17% percent DBE goal.

If you have any technical, contractual, or administrative questions, please e-mail them to kkbanjo@wmata.com no later than close of business, June 28, 2017. WMATA will provide written answers and post them on www.wmata.com and www.fbo.gov. If an amendment(s) is issued resulting from questions and answers, it will be posted on the same websites.

Your proposal must be received with all required submittals as stated in the RFP, no later than 2:00PM, July 14, 2017, at WMATA, Office of Procurement and Materials, 600 Fifth Street, NW, Room 3C-02, Washington, DC 20001-2651.

Sincerely,



Contracting Officer
Office of Procurement and Materials

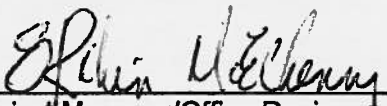
**Washington Metropolitan Area Transit Authority
RFP: FQ15190/KKB**

**INTRODUCTORY INFORMATION
SOLICITATION CERTIFICATIONS PAGE**

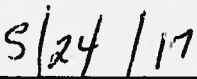
RFP FQ15190/KKB

General
Architectural and Engineering Consultant Services – Planning
Indefinite Delivery Indefinite Quantity

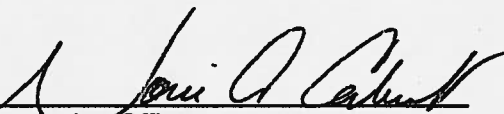
APPROVED FOR RELEASE



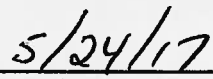
Project Manager/Office Designee



Date



Contracting Officer



Date

END OF SECTION

**Washington Metropolitan Area Transit Authority
RFP: FQ15190/KKB**

DIRECTIONS FOR SUBMITTING OFFERS

1. Read and comply with the solicitation instructions.
2. **## Envelopes containing unpriced technical proposals must be sealed and separately marked and addressed to: ##**

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 5th Street, N.W.
Washington, DC 20001
Room 3C-02
Attn: Kamoru Banjo /CA

ALL ENVELOPES OR PACKAGES MUST BE SEPARATELY MARKED WITH THE SOLICITATION NUMBER AS SPECIFIED HEREWITH.

PROPOSALS SHALL BE TIMELY MAILED OR HAND DELIVERED TO REACH WMATA BEFORE 2:00 P.M. (LOCAL TIME) July 14, 2017 ON DAY OF PROPOSAL CLOSING.

**Washington Metropolitan Area Transit Authority
RFP: FQ15190/KKB**

NOTICE TO OFFERORS

IN ORDER TO ENSURE THAT YOUR PROPOSAL COMPLIES WITH THE AUTHORITY'S PROCUREMENT REGULATIONS AND THAT IT WILL BE ACCEPTABLE TO THE AUTHORITY, THE FOLLOWING FORMS MUST BE COMPLETED & SUBMITTED AS SPECIFIED BELOW WITH YOUR OFFER:

- VOLUME I TECHNICAL PROPOSAL
- **## VOLUME II PRICE PROPOSAL (Do not submit until specifically asked for on a Task Order basis) ##**
- VOLUME III CONTRACTUAL DOCUMENTATION

FAILURE TO SUBMIT ANY PORTION OF THESE REQUIREMENTS AS SPECIFIED MAY CAUSE YOUR PROPOSAL TO BE CONSIDERED NONRESPONSIVE AND SUBSEQUENTLY REJECTED.

WHEREVER IN THIS REQUEST FOR PROPOSALS OR IN OTHER CONTRACT DOCUMENTS THE FOLLOWING TERM OR ABBREVIATION IS USED, THE MEANING SHALL BE THUS: BEST AND FINAL OFFER (BAFO) SHALL MEAN FINAL PROPOSAL REVISION (FPR).

Questions concerning this Request for Proposals may be directed to Kamoru Banjo on kkanjo@wmata.com, 202-962-1395. Emails are strongly preferred.

- (c) In the event of an amendment, all other terms and conditions of the solicitation shall remain unchanged.

8. ACKNOWLEDGMENT OF AMENDMENTS

Offerors are required to acknowledge receipt of all amendment(s) to the solicitation on the designated form to be submitted with their proposal. Failure to do so may, at the Contracting Officer's discretion, jeopardize the Offeror's right to have its proposal reviewed by the Authority.

9. SUBMISSION OF PROPOSALS

- (a) Proposals, and any revisions thereto, shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Proposals shall show the hour and date specified in the solicitation for proposal closing, the solicitation number, and Offeror's name and address on the face of the envelope. Faxed proposals will not be considered.
- (b) In addition to the paper copies, the Offeror shall also submit all proposal information in electronic format on a USB as further set forth under Article 10 PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS. Text and graphics portions of the electronic copies shall be in a format readable by Microsoft (MS) Word 2013. Data submitted in spreadsheet format shall be readable by MS Excel 2013. Oral presentation (if conducted) material shall be readable by MS Office 2013 or MS PowerPoint 2013. In case of conflict between the paper copy and the electronic copy of the proposals submitted, the paper copy shall take precedence.

10. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

- (a) Offerors shall submit proposals as follows:

Volumes I, II and III shall be unbound. All copies shall have the RFP number, the proposer's identity, volume number, and volume title printed on the cover page. Volumes shall be submitted in the following order (Submit Volume II per task order):

- (1) Volume I – Technical Proposal - One (1) original hard copy and six (6) USB flash drives;
- (2) **## Volume II – (Not Applicable) ##;**
- (3) Volume III – Contractual Proposal - One (1) original hard copy and two (2) USB flash drives.
- (b) **PAGE LIMITATIONS:**
Proposal contents that exceed the stated page limitations will be removed from the Proposal by the Contracting Officer, prior to turning the Proposal over to the Authority evaluation teams, and will not be considered in the evaluation.
- (c) **FORMAT**

The Proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery and submitted with the Technical Proposal. The cover letter (letter of transmittal) shall identify all enclosures being transmitted with the Technical Proposal and shall be used only to transmit the Proposal and shall include no other information. The Cover Letter must be signed by an officer authorized to make a binding commitment for the firm(s) making the Proposal. The cover letter shall include:

- The RFP Number;
- The name address, telephone and facsimile numbers, website addresses of the Offeror and electronic address (if available);
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item
- Names, titles, and phone and facsimile numbers and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Authority in connection with this solicitation; and
- Name title and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office

II. TABLE OF CONTENTS FOR TECHNICAL PROPOSAL

The Technical Proposal must contain a Table of Contents that delineates all the sections in the Technical Proposal.

III. RESPONSES TO EVALUATION CRITERIA

- (a) Follow the directions included in Article 14 EVALUATION CRITERIA AND BASIS FOR AWARD.
- (b) The Technical Proposal shall address the stated Evaluation Criteria in such a manner as to enable the Authority to engage in a thorough evaluation of its overall technical merit. Technical proposals shall be specific, detailed and complete and shall demonstrate that the Offeror has a thorough knowledge and understanding of the Contract's requirements. Offerors shall avoid generalized statements that for example, paraphrase the specifications or attest that "standard procedures will be employed." The Authority wishes to be satisfied that the Offeror maintains an understanding of the specific Contract requirements and maintains the means to fully satisfy them.
- (f) **## VOLUME II PRICE PROPOSAL (Not Applicable) ##**

A request for price proposal (RFPP) will be requested from the firms selected as most qualified and will be used as the basis for negotiating financial terms of the contract.

I. TABLE OF CONTENTS FOR PRICE PROPOSAL

The Price Proposal must contain a Table of Contents that delineates all the sections in the Price Proposal.

II. THE OVERHEAD AND PROFIT TABLE. BILLING RATE TABLE. LABOR DESCRIPTIONS

- (a) **## The Proposal must contain an explanation of the Offeror's and proposed subcontractors' fully burdened rates, including direct salary rates, overhead rates, and profit; and information regarding other proposed direct and indirect costs, if applicable. A template Overhead and Profit Table; Billing Rate, will be provided, which shall be included in the Price Proposal. ##**
- (b) Generally, the Offeror's accounting system and estimating practices will determine the method used to allocate overhead costs. The Offeror's established practices, if in accordance with generally accepted accounting principles, will be accepted.
- (c) The Offeror's and its Subcontractors' proposed overhead rates shall be supported by Federal or State government agency's audit if the Offeror or any Subcontractors have been audited within the last two (2) years and if such rates are not currently under dispute; should Federal or State government agency's audits be unavailable, the Authority may consider accepting the audited overhead rate reports from an independent CPA firm, being sure that the CPA has removed unallowable costs as defined in FAR Part 31 and otherwise complied with cost principles contained in FAR Part 31 OR perform an in-house audit through the Office of Inspector General.
- (d) A narrative statement outlining the Offeror's policies and practices for accumulating overhead costs and the method used to compute the proposed rate or rates is required. In the case of multi-branch firms, joint ventures or affiliates, it is expected that overhead costs applicable to the specific location(s) where work is to be performed will be proposed. Company-wide, joint venture, or affiliate rate averages may not be appropriate. The rates should be tailored to the work location(s).
- (e) The Offeror shall provide two (2) fair and reasonable predetermined percentages for profit, required for firm fixed and reimbursable tasks respectively, including a brief justification for the percentages.
- (f) Billing Rate Table shall list the direct labor rates/base rates for all years under Ordering Period for categories of professional or technical personnel expected to be required in order to perform Task Orders, to include the prime and all the Subcontractors. A brief definition of the education and experience requirements for a listed category shall be provided under Labor Descriptions. Further, if some proposed labor categories are classified by multiple grades within a given discipline (e.g. Architect I and II, or Senior and Junior Engineer), a brief explanation as to how they are differentiated shall be provided. The list of categories of professional or technical personnel shall also be listed in the Billing Rate Table with the education and experience requirements.
- (g) Direct labor rates/Base Rates shall be provided by contract years, starting from Year 1, and continuing through Year 5. If rates are escalated, the degree (percent) and

methodology must be shown. The negotiated and awarded direct labor rates/base rates shall be fixed for each year of the Contract.

III. CERTIFICATE OF CURRENT COST/PRICE DATA)

(a) FAR 15.403-4 specifies when the submission and certification of written cost or pricing date is required.

(b) **## The Offeror shall provide a certificate of certified cost or pricing data with the Price Proposal. ##**

(g) VOLUME III – CONTRACTUAL DOCUMENTATION

SECTION	PAGE LIMIT
I. TABLE OF CONTENTS FOR CONTRACTUAL DOCUMENTATION	5
II. GLOSSARY OF ABBREVIATIONS AND ACRONYMS (if applicable)	No limit
III. SOLICITATION, OFFER AND AWARD FORM	Complete the Form as provided with this RFP
IV. REPRESENTATIONS & CERTIFICATIONS	Complete the Form as provided with this RFP
V. PRE-AWARD EVALUATION DATA	Complete the Form as provided with this RFP

The Contractual Documentation Volume shall contain a completed, signed Solicitation, Offer and Award form and include Representations & Certifications, Pre-Award Evaluation Data, In the event that the Offeror takes any exception to any of the Contract's terms and conditions, wishes to propose alternative Contract language or is otherwise unwilling or unable to satisfy any of the Contract's requirements such information should be clearly noted on the first page(s) of Volume III of the Proposal. Absence of such information on exception shall constitute the Offeror's acceptance.

III. SOLICITATION, OFFER AND AWARD FORM

A completed SOLICITATION, OFFER AND AWARD FORM shall be included in the Proposal.

IV. REPRESENTATIONS AND CERTIFICATIONS (VOLUME I)

A completed Representations and Certifications shall be included in the Proposal

V. PRE-AWARD EVALUATION DATA

(a) The Offeror shall provide a completed and signed Pre-Award Evaluation Data Form.

11. LATE SUBMISSIONS AND REVISIONS OF PROPOSALS

(a) Any proposal or revision received at the office designated in the solicitation after the time specified for proposal closing will not be considered unless it was sent, properly addressed:

(1) By registered or certified U.S. or Canadian mail not later than the fifth (5th) day before the date specified for proposal closing. (e.g. A proposal or revision relating

to a solicitation with a closing date of the 20th of a month must have been placed in registered or certified mail by not later than the 15th of such month.);

- (2) By first class mail, if the Contracting Officer determines that the late receipt was due solely to the Authority's mishandling after delivery on its premises; or
- (3) By U.S. Postal Service, Express Mail, Next Day Service, not later than 5:00 p.m. at the place of mailing two (2) business days prior to the date specified for proposal closing; or
- (b) A revision submitted after the date and time set for proposal closing will only be accepted if the Contracting Officer authorizes it. A submission in the nature of a Best and Final Offer ("BAFO") received after the time and date specified in the Contracting Officer's request for BAFOs will not be considered unless received before award and, in Contracting Officer's judgment, the late delivery was not attributable to the Offeror's acts or omissions.
- (c) The only acceptable evidence to establish the time of receipt by the Authority is the time/date stamp of that event on the proposal or any other documentary evidence of receipt maintained by the Authority.
- (d) A proposal received after proposal closing may be considered if it is the only proposal received for the solicitation, or if a late revision of any otherwise successful proposal makes its terms more favorable to the Authority.

12. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice received by the Authority before award. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is appropriately demonstrated and the representative signs a receipt for the proposal before award. A proposal may not be withdrawn after ninety (90) days from proposal closing without the Contracting Officer's written approval.

13. RECEIPT AND REVIEW OF PROPOSALS BY THE AUTHORITY

- (a) **## There will be no public opening of proposals for this solicitation. Proposals will be opened by the designated Authority representative and copies of the two (2) volumes of the proposal will be distributed for review by Authority designated personnel only, as appropriate. All reasonable efforts will be made to ensure confidentiality of the information contained in the proposals, consistent with applicable provisions of law. ##**
- (b) **## The Authority may award a Contract on the basis of the initial proposals as evaluated in accordance with the Evaluation Criteria, without discussions. Accordingly, the initial proposal should contain the Offeror's best terms from a technical standpoint. ##**
- (c) Notwithstanding a determination by the Authority to proceed without conducting substantive negotiations or discussions with Offerors, the Authority may engage in communications with one (1) or more Offerors relating to clarification(s) of their proposals.
- (d) The Contracting Officer may, in his or her discretion engage in oral or written discussions with one (1) or more Offerors regarding the Authority's understanding of the proposals and/or to discuss deficiencies in the initial proposals. In determining those Offerors with whom he or she chooses to engage in discussions, the Contracting Officer shall first make a determination regarding the initial proposals that he or she deems to be within the

and design; contract solicitation preparation; NEPA environmental clearance; and design and execution of major public outreach efforts.

- It is preferable that the proposed team is located and has practical knowledge and experience performing A&E services in each of the Washington Metropolitan Area States (the State of Maryland, District of Columbia and Commonwealth of Virginia).

3) MANAGEMENT APPROACH (20%)

Response to this evaluation criteria shall not exceed twenty (20) pages.

Section H-4, Block 30 Provide a narrative to demonstrate through the projects listed in Section F:

- The ability and capacity to perform fixed-price and cost reimbursable tasks in the required time adhere to tight project schedules.
- **## Experience of a prime firm in the process of managing work with transit organizations, including: issuance of timely deliverables, progress reports, and in the development, implementation and use of a quality control program. ##**
- Demonstrate the processes the firm has in place for delivery of work products in strict compliance with the owner's instructions, directives, criteria, specifications, drawings, technical manuals and other instructions.
- Demonstrate how the firm achieves high quality deliverables and how the firm minimizes any technical discrepancies within the final deliverables, such as discrepancies between the technical specifications and technical drawings.
- Demonstrate how the firm addresses and ensures the safety and security of the owner's transit facilities in the planning and design processes.
- Demonstrate how the firm ensures high quality deliverable from its subcontractors.
- Demonstrate how the prime firm will meet deliverables while working on multiple projects simultaneously, successfully completing multiple projects with similar delivery deadlines, how the prime firm will handle increases and surges in workload. Credibility and realism of the management approach will be evaluated. Mere repetition of the material from Section F will not constitute a satisfactory response.

4) DBE PARTICIPATION (10%)

Proposed or past DBE participation and approach for selection, utilization, outreach, and reporting on the utilization of DBE's.

Section H-5, Block 30 The projects listed in Section F shall demonstrate the Offeror's past performance on Disadvantage Business Enterprise utilization on projects submitted in Section F:

- a) Provide a summary of the Disadvantage Business Enterprise (DBE) utilization including the total project price, DBE goal percentage and DBE subcontract dollar value under each of the projects submitted in Section F. If a DBE goal was not required and/or not met, provide an explanation. A firm with no record of relevant past performance information shall be evaluated neither favorably nor unfavorably. WMATA may use past performance information from other Government sources as needed.

b) Give other examples of ways your firm have demonstrated promoting subcontracting opportunities towards meeting a DBE goal.

c) Provide a narrative describing Offeror's approach and commitment to the utilization of the DBEs on this Contract. The narrative shall include:

- The DBE firms identified in Sections C PROPOSED TEAM and ORGANIZATIONAL CHART OF PROPOSED TEAM, their potential scope of work and the most recent WMATA certification letter;
- A listing of DBE firms that the Offeror has experience working with and which currently have business activities within the geographical area of the Contract.
- Any other facts demonstrating the Offeror's commitment for meeting the Contract's DBE goal.

15. RATINGS FOR PROPOSAL EVALUATION CRITERIA

Each criterion will be rated using the numeric scoring method as follows:

- 5 Exceeds evaluation standard in a beneficial way to the Authority, has many significant strengths and no weaknesses or deficiencies, is comprehensive and complete in all details.
- 4 Exceeds evaluation standard in a beneficial way to the Authority, has some strengths and no significant weaknesses, and is comprehensive and complete in all details.
- 3 Meets evaluation standards, any weaknesses are readily correctable.
- 2 Fails to meet evaluation standards, however, any significant deficiencies are correctable. The Proposal lacks essential information to support Proposal.
- 1 Fails to meet an evaluation standard, and the deficiency is uncorrectable. Proposal would have to undergo a major revision to become acceptable. The Proposal has demonstrated lack of understanding of the Authority's requirements or omissions of major areas.

16. NOT APPLICABLE

17. PRICE PROPOSAL EVALUATION

- (a) **## Cost will not be a factor in evaluating the Offerors, but will be used to negotiate price terms for award and determine reasonableness of costs. The Overhead and Profit Table and Billing Rate will be evaluated for reasonableness by performing a cost analysis to ascertain if a fair and reasonable price exists for selected firms. Reasonableness will also be evaluated by assessing the acceptability of the Offeror's methodology used in developing their Billing Rate Schedule. ##**

18. TECHNICAL PROPOSAL EVALUATION

The Authority will evaluate the technical proposals in accordance with the evaluation criteria set forth in Article 14 above and the Brooks Act. The Proposal's failure to demonstrate that it meets or surpasses the evaluation standard may result in a determination that the Proposal is unacceptable and thus ineligible for award.

- (a) Definitions for technical evaluation:

b) Give other examples of ways your firm have demonstrated promoting subcontracting opportunities towards meeting a DBE goal.

c) Provide a narrative describing Offeror's approach and commitment to the utilization of the DBEs on this Contract. The narrative shall include:

- The DBE firms identified in Sections C PROPOSED TEAM and ORGANIZATIONAL CHART OF PROPOSED TEAM, their potential scope of work and the most recent WMATA certification letter;
- A listing of DBE firms that the Offeror has experience working with and which currently have business activities within the geographical area of the Contract.
- Any other facts demonstrating the Offeror's commitment for meeting the Contract's DBE goal.

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- (a) Definitions for technical evaluation:

- (c) **## Upon WMATA's request, the successful Offeror shall be required to provide a redacted copy of the successful technical proposal with confidential and proprietary information redacted. ##**
- (d) After the award is announced, the winning proposal may be subject to release under WMATA's Public Access to Records Policy (PARP).
- (e) When WMATA determines that a successful proposal will be of wide public interest, WMATA will post the redacted proposal on its website. When WMATA receives three (3) or more requests for a successful proposal, WMATA will post the redacted proposal on its website.
- (f) Requests for Records that are not made available during the procurement process and that are not generally made available during the de-briefing process will be submitted in accordance with the PARP. Requests must be in writing and sent by mail to the Office of General Counsel, Washington Metropolitan Area Transit Authority, 600 Fifth Street, NW, Washington, D.C. 20001, or by electronic mail at parpprivreq@wmata.com or by facsimile to the attention of the PARP Administrator at (202) 962-2550. If a request for records is sent directly from the requestor to a Contract Administrator, department, or independent office, that entity shall immediately forward the request to the PARP Administrator in the Office of General Counsel. If records are subject to a PARP request, a member of the PARP team will contact the company to begin the PARP document review process, which includes providing detailed written justifications for any information for which exemptions are claimed.
- (g) Neither WMATA's proposal/debriefing process nor the PARP process generally allow for the release of information that would cause competitive harm to the proposers, other organizations, WMATA's employees, or interests. Information that will be withheld includes the following:
 - (1) The names of unsuccessful Offerors;
 - ## (2) The technical proposals of unsuccessful Offerors; ##**
 - (3) Personal information (this does not include education and qualifications which are released) about the successful Offeror or its employees that is not available to the public on the website of the successful Offeror;
 - ## (4) Deleted in its entirety ##**
 - (5) WMATA's technical evaluation of any proposals submitted to WMATA pursuant to a solicitation;
 - (6) The names of the vendors who file a protest to the solicitation or its award;
 - (7) The written adjudication of any protests;
 - (8) Personal information concerning WMATA's employees; and
 - (9) Trade secrets and confidential commercial or financial information obtained from an Offeror.
- (h) If your company's records are subject to a PARP request (i.e., if it is the successful Offeror), a broad claim of confidentiality for the entire proposal or pages of the proposal is rarely acceptable, and will likely be rejected during the PARP process. Therefore, WMATA suggests that you narrowly identify your confidential/proprietary information based on the following guidance:
- (i) Information that may be withheld/redacted:

11. ## CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (Price Negotiation Stage Only) ##

11.1 By submission of its offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

11.1.1 The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or with any other competitor;

11.1.2 Unless otherwise required by law, the prices that are quoted in this offer have not been knowingly disclosed by the Offeror and will not be knowingly disclosed by the Offeror prior to award (in the case of a negotiated procurement), directly or indirectly, to any other Offeror or to any competitor; and

11.1.3 No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer, for the purpose of restricting competition.

11.2 Each person signing this offer certifies that:

11.2.1 He or she is the person in the Offeror's organization responsible for the decision regarding the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 11.1.1 through 11.1.3 above; or

11.2.2 He or she is not the person in the Offeror's organization responsible for the decision regarding the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to 11.1.1 through 11.1.3 above; or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

12. CERTIFICATION OF NONSEGREGATED FACILITIES

This certification is applicable to federally assisted contracts over \$10,000.

12.1 By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

12.1.1 It does not and will not maintain or provide for its employees, any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

12.1.2 The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract.

12.1.3 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating

- (b) There is no limit on the number of Task Orders that may be issued other than any limitations imposed by the "Order Limitations" clause. The Authority may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the Task Order. This Contract and WMATA's Procurement Procedures Manual (PPM) shall govern the parties' rights and obligations regarding that order to the same extent that they would have governed the order had it been completed during the Contract's effective period.

6. **ORDERING**

The Contracting Officer shall order any services to be furnished under this Contract throughout the Ordering Period by the issuance of Task Orders on a negotiated basis as follows:

- (a) Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform the Work. Unless specifically authorized by the Contracting Officer, the Contractor shall not commence Work until a fully executed Task Order has been awarded. No other costs are authorized unless otherwise specified in the Contract or expressly authorized by the Contracting Officer in the Notice to Proceed document.
- (b) All Task Orders are subject to the terms and conditions of this Contract. In the event of a conflict between a Task Order and this Contract, this Contract shall control.
- (c) The Task Order is considered "issued" when the Authority places the order through the Notice to Proceed. Orders may be issued electronically.
- (d) **## Task Order will be issued to the firm considered to be the best qualified for that particular task. The determination of the best qualified firm on a Task order basis can be based on factors such as the scoring of individual components of the original proposal, or prior work on a related task/project. If an apparent best qualified firm cannot be determined, the Authority may request separate task order proposals for evaluation. In the case of staff augmentation, multiple firms may be asked to submit resumes' of qualified individuals, and the best qualified personnel will be selected based on the resumes' or interviews of proposed staff from all firms. If unable to negotiate a reasonable cost for any Task Order, the Authority may terminate negotiation and begin negotiations with the firm determined to be the next best qualified for that particular task. ##**
- (e) Unless otherwise directed, Contractors are required to propose on all TORFPs. An election not to propose may negatively impact or prohibit a Contractor from proposing on future TORFPs.
- (f) The Contractor, in connection with any Task Order Proposal he makes, shall identify the technical approach to satisfy the Task Order statement of work, furnish a price

breakdown itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs, as well as profit, and shall cover all the Work involved in the TORFP. Any amounts claimed for subcontracts shall be supported by a similar price breakdown.

- (g) The Contractor shall submit the Task Order proposal to the CO and/or other designated official within two (2) weeks, unless a different time is indicated in the TORFP.
- (h) The Task Order will be awarded to the highest ranked Contractor that provided a fair and reasonable price unless it is necessary to place an order with the Contractor to satisfy a minimum order guarantee as required in Article 7. ORDER LIMITATIONS.
- (i) The Task Orders issued under this Contract maybe of the following categories dependent on the payment type:
 - **## Firm Fixed priced Task Order, when definitive scope of services is developed. These Task Orders may include but not be limited to: feasibility studies, station access and capacity planning studies (with well-defined requirements), conceptual designs, preliminary engineering, surveying, mapping, environmental clearance, or other related services for support of the WMATA facilities management program. ##**
 - Cost Reimbursable Task Order, when the scope of services is indefinite and the hours of work may vary. These Task Orders may include but not be limited to Staff Augmentation, Pre and Post Award Construction Management Support, station access and capacity planning studies (with tiered and/or iterative analysis)
- (k) The following will be used for the purposes of Task Order negotiation:
 - Negotiated labor hourly rates;
 - Cost principles outlined in FAR Part 31;
 - FTA regulations including Circular 4220.1, latest revision;
 - WMATA Procurement Procedures Manual, latest revision;
 - Travel related costs, if applicable, shall be in accordance with the WMATA Official Travel Policies and Procedures Manual (will be made available to the Contractor(s)) which in general follows General Services Administration (GSA) travel policies;
 - Approval by the COTR/COR is required prior to incurring other direct costs higher than \$500.

7. ORDER LIMITATIONS

- (a) The guaranteed minimum task order value will be \$20,000 for the life of the Contract. Once a task order has been placed for a total of \$20,000 or more, the minimum award guarantee will be satisfied. Multiple task orders may be awarded with similar completion schedules and overlapping delivery dates.
- (b) Maximum value. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of \$50,000,000.

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1. GENERAL

- **Purpose**

The Washington Metropolitan Area Transit Authority (known hereinafter as the Authority) requires the services of a professional on-call multi-disciplinary planning and general architectural and engineering contractor ("Contractor") to provide services in support of: (1) transit facility planning, conceptual design and preliminary engineering related to station capacity and station access, bus, rail, and support facilities, and planning support for joint development; and (2) public involvement, contract support and environmental clearance.

- **Background**

The Contractor shall support Authority staff in pursuing the goals of the Authority's strategic plan, Momentum, and the Six-Year Capital Improvement Program (CIP).

Back2Good (<https://www.wmata.com/about/back2good/index.cfm>)

The Contractor shall support Authority staff in pursuing the goals of the Authority's strategic plan, *Back2Good*, which:

- Ensures that the Authority will provide the transit system the Washington region needs to deliver hundreds of millions of trips to residents and visitors each year;
- Provides vision and guidance for decision making to efficiently meet the needs of today while proactively preparing to support the future needs of a healthy, prosperous, and competitive region tomorrow;
- Establishes priorities for near- and long-term action and establishes a vision for its regional role that is consistent with language in the Authority Compact;
- Sets the stage for addressing the Authority's chronic funding challenges, and among other items specifically calls for an aggressive effort to secure a reliable and sustainable source of funding for the system; and
- Calls on the Authority to fill a critical role in regional transit leadership.

Six-Year Capital Improvement Program at <https://www.wmata.com/initiatives/budget>

The Authority's CIP is focused on maintenance of existing assets to ensure the safety of the system and promote a state of good repair, and major construction and acquisition projects that increase system capacity and improve the effectiveness of the current rail and bus networks.

The key elements of *Back2Good* and the CIP that the Contractor services shall support relate to improving regional mobility and connecting communities by maximizing the existing rail and bus facilities and networks through capacity improvements and enhanced access; expanding the system for the future; and supporting the region's economic competitiveness through the Authority's joint development program. The Contractor services needed focus on work leading to implementation of transit capital projects.

In alignment with *Back2Good* and the CIP, the Authority is striving to serve the region as its foremost transit entity and rebuild its capital assets after decades of use. The Contractor shall thus deliver sophisticated thinking, innovative analytics and high level task order products.

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The Contractor shall support Authority staff in pursuing the goals of the Authority's strategic plan, Momentum, and the Six-Year Capital Improvement Program (CIP).

Momentum at <https://www.wmata.com/initiatives/strategic.plans/> and Back2Good (<https://www.wmata.com/about/back2good/index.cfm>)

The Contractor shall support Authority staff in pursuing the goals of the Authority's strategic plan, *momentum* which:

- Ensures that the Authority will provide the transit system the Washington region needs to deliver hundreds of millions of trips to residents and visitors each year;
- Provides vision and guidance for decision making to efficiently meet the needs of today while proactively preparing to support the future needs of a healthy, prosperous, and competitive region tomorrow;
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