

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street, NW, Washington, DC 20001-2651
AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION A002	2. EFFECTIVE DATE <p style="text-align: right;">May 7, 2018</p>
3. ISSUED BY PURCHASING SECTION Frederick R. Voellm JGB Room 3B-01-A Department of Procurement	4. ADMINISTERED BY (If other than block 3)
5. CONTRACTOR NAME AND ADDRESS <small>(Street, city, county, state, and Zip Code)</small>	6. FORM TYPE <small>(Check only one)</small> <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. <u>RFP FQ18149/MH</u> DATE <u>March 30, 2018</u> <small>(See block 7)</small> <input type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. _____ DATE _____ <small>(See block 9)</small>
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS	
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning <u>one (1)</u> copies of this amendment; (b) by acknowledging receipt of this amendment on Acknowledgement of Amendments form; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
8. ACCOUNTING AND APPROPRIATION DATA (If required)	
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS	
(a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 10 are made to the above numbered contract/order.	
(b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10.,	
(c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 10.	
10. DESCRIPTION OF AMENDMENT/MODIFICATION: RFP FQ18149/MH "Engineering Consulting Services for 8000 Series Passenger Railcars" is amended as follows:	
1. The proposal due date is extended to May 23, 2018 @2:00pm EST.	
2. Cover letter dated March 30, 2018:	
a. Delete the following words from the first sentence in the first paragraph: "with an option to provide engineering consulting services for the rehabilitation and overhaul of the 6000 series passenger railcars."	
b. Replace the second sentence in the first paragraph in its entirety with the following: "The Contract shall be a Task Order requirements contract with a 7-year base and five one-year options. Task Orders will be either Labor-Hour or Firm Fixed Price for the services required under this contract."	
<small>(Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect through the contract period.)</small>	
11. <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>ONE (1)</u> COPIES TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT
12. NAME OF CONTRACTOR/OFFICE BY _____ <small>(Signature of person authorized to sign)</small>	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY <u>F. R. Voellm</u> <small>(Signature of Contracting Officer)</small>
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED
16. NAME OF CONTRACTING OFFICER (Type or print) Frederick R. Voellm	17. DATE SIGNED May 7, 2018

3. Solicitation Instructions #1 INTRODUCTION:

- a. Paragraph (a): Delete the following words from the first sentence: "with an option to provide engineering consulting services for the rehabilitation and overhaul of the 6000 series passenger railcars."
- b. Paragraph (c): Replace in its entirety with the following: "The Contract shall be a Task Order requirements contract with a 7-year base and five one-year options. Task Orders will be either Labor-Hour or Firm Fixed Price for the services ordered under this contract."

4. Chapter 1 – Terms and Conditions #1 AGREEMENT: Delete the following words from the first sentence: "with an option to provide engineering consulting services for the rehabilitation and overhaul of the 6000 series passenger railcars."

5. Replace the "Engineering Consulting Services – Price Schedule" with Attachment A price schedules (5 total).

6. The following notes apply to the Attachment A price schedules that shall be utilized for both the Labor-Hour and Firm Fixed Price task orders:

- a. Task orders shall be issued on a 'not to exceed' ceiling amount.
- b. Four price schedules reflect Home Office and Field rates for senior and junior level staff categories of the prime contractor. The fifth price schedule reflects subcontractor rates. Use separate subcontractor price schedules for each subcontractor anticipated on this contract.
- c. All billing rates for the prime contractor and subcontractors must be fully burdened, i.e. base rate plus overhead and profit. These fully burdened rates are not to exceed, ceiling prices. The contractor may, at its discretion, propose lower loaded hourly ceiling rates on a task-by-task order basis.
- d. No profit or fee shall be paid on materials including other direct costs. The recovery of profit or fee is accomplished as part of the labor hour portion of the task order.
- e. Any G&A costs must be segregated in a separate indirect cost pool by the contractor's accounting system and must not be included in the indirect costs (overhead) included as part of the fixed hourly billing rate for direct labor.
- f. All overhead and G&A rates are subject to pre-award and post-award audit by WMATA's Office of Inspector General (OIG).
- g. The price schedules are in Excel format. Enter the Base Hourly Rate in column B for each staff category, the overhead rate at the top of column C, and the profit percentage at the top of column E, and the rest will calculate automatically.

7. Add the following as subparagraph (e) to Solicitation Instruction #1 INTRODUCTION:

(e) **LABOR-HOUR TASK ORDERS** The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control;

The offeror must establish fixed hourly rates using—

- (1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offer under a common control;
- (2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or
- (3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

8. Add the following clause in Chapter III – Acceptance/Inspections/Deficiencies for the Labor-Hour task orders issued under this contract:

#11 Inspection -- Time-and-Material and Labor-Hour Contracts

(a) *Definitions.* As used in this article--

- (1) “Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --
- (2) All or substantially all of the Contractor’s business;
- (3) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or
- (4) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

- (b) The Contractor shall provide and maintain an inspection system acceptable to WMATA covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to WMATA during contract performance and for as long afterwards as the contract requires.
- (c) WMATA has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including during the period of performance, and before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If WMATA performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, WMATA shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, WMATA may require the Contractor to replace or correct services or materials that at time of delivery

failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by WMATA), WMATA may --

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, WMATA may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to --

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace WMATA-furnished property shall be governed by the clause pertaining to WMATA furnished property.

9. Add the following clause in Chapter IV – Changes/Pricing Adjustments for the Labor-Hour task orders issued under this contract:

4 Changes -- Time-and-Materials or Labor-Hour Contracts

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.)
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of WMATA-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

10. Attachment B is WMATA's responses to questions received from interested bidders. Please read each question and response carefully. Some responses may change aspects of the RFP.

END OF AMENDMENT A002

QUESTIONS FROM INTERESTED BIDDERS AND WMATA RESPONSES

Q1. From the scope it appears that the 8000 series specification has already been developed, as there is no specification development task included in the SOW. We would like to request a copy of the specification to evaluate the level of effort that will be needed in the procurement and post award phases.

R1. RESPONSE: WMATA is not developing the 8K technical specification from initiation. We are revising the 7K specification based on lessons learned from the 7K project. The 8K technical specification is very similar to the 7K.

Q2. As noted in question 1, it appears that a specification has already been developed and that there is an incumbent team in place. If the 8000 series specification was already written by the incumbent, that team clearly has strong positioning, and with the very wide range of technical positions that need to be filled, it will be difficult to assemble a strong competing team with the inherent knowledge of WMATA for all positions. That is particularly true if this is the same team that has supported WMATA through the production of the 7000 series dating back to 2010. Many of WMATA's peers are moving to multiple award contracts to secure a depth of the best industry engineering consulting support available, to better guarantee technical talent availability and to assure on-going competition throughout the duration of the contract. WMATA has also moved in this direction with recent contracts in Planning and Program Management. Will WMATA consider multiple awards for this scope?

R2. RESPONSE: No.

Q3. We noted that this scope includes both the consultant oversight for the new 8000 series procurement and production, and a scope for the overhaul of the 6000 series vehicles. Overhauls require quite different skill sets than new procurements. If condition assessment and specification development is needed for the 6000 series we do not see that reflected in the current scope. We would like to note that that our team supported WMATA on the 6000 series production and was the last consultant engaged by WMATA to support overhaul work. Much of that team continues to be engaged in the region supporting other transit agencies with vehicle overhaul scopes. Similar to question 2, would WMATA consider separate awards for the 8000 series new car oversight and the 6000 series mid-life overhaul work?

R3. RESPONSE: No. WMATA has decided to delete the 6000 series option from the solicitation.

Q4. The list of positions is very technical, but we do not see a lot of project management roles. Will project management be done by WMATA calling on consultant technical resources as needed, or will WMATA expect the consultant to manage the project under WMATA's direction?

R4. RESPONSE: The project management will be done by WMATA. The consultant may be expected to assist in project management duties.

**Questions from Interested Bidders/WMATA Responses
Cont...**

Q5. Can you please explain what your vision is for the "firm fixed priced" contract?

R5. RESPONSE: Per the changes in Amendment A002, the Contract will be a Task Order requirements contract with a 7-year base and five one-year options. Task Orders will be either Labor-Hour or Firm Fixed Price for the services required under the contract.

Q6. Do you expect these fixed prices to be on a task order basis? i.e. separate fixed prices for each task or are all tasks lumped under one fixed price?

R6. FRED RESPONSE: Task orders will be issued to cover multiple tasks.

Q7. Are you considering issuing multiple awards for each task or is it a "winner takes all" approach?

R7. RESPONSE: Winner takes all.

Q8. Given the scale of this opportunity and in an effort to provide a competitive offering, we kindly request a 30 day extension to the closing date.

R8. RESPONSE: Per Amendment A001, WMATA granted a 14 day extension to May 16th. Per Amendment A002, the proposal due date was extended to May 23rd.

Q9. I would like to ask if it is possible to bid only on the 6000 series job only?

R9. RESPONSE. No. WMATA has decided to delete the 6000 series option from the solicitation.

Q10. Since this is a different type of servicing I assume we have to have a different engineering structure - more hands-on design engineers with more experience on manufacturing and retrofit work, rather than exactly the team requested for the 8000 series. Is this correct?

R10. RESPONSE: WMATA has decided to delete the 6000 series option from the solicitation. The labor categories referenced on the price schedule sheet stand as written.

Q11. If we can bid on the 6000 series only, can we ask for a three (3) weeks extension to submit the RFP?

R11. RESPONSE: WMATA has decided to delete the 6000 series option from the solicitation. Per Amendment A001, WMATA granted a 14 day extension to May 16th. Per Amendment A002, the proposal due date was extended to May 23rd.

Q12: The list of staff positions in the Price Schedule (RFP pages 6-7) is slightly different that the list of staff positions in Appendix A. Please provide a single consolidated list of staff positions to be addressed throughout the proposal.

R12. RESPONSE: A new and corrected price schedule will be provided. See Attachment A.

**Questions from Interested Bidders/Wmata Responses
Cont...**

Q13. Proposals typically ask for separate "Project Understanding" and "Project Approach" sections. Please clarify if these two topics should be addressed as two separate sections and indicate where they should be located in the proposal.

R13. RESPONSE: The Evaluation Criteria stand as written.

Q14. The Pre-Award Evaluation Data form, Item 12, submittal of Schedule Five (5) requires financial statements, but does not specify the number of years to include. For proposals, we typically provide statements for our last three (3) fiscal years. Is that acceptable for this proposal?

R14. RESPONSE: YES

Q15. We respectfully request an extension of the proposal submission deadline by 60 calendar days, from May 2, 2018 to July 2, 2018, 2:00PM EST.

R15. RESPONSE: Per Amendment A001, Wmata granted a 14 day extension to May 16th. Per Amendment A002, the proposal due date was extended to May 23rd.