

Serial Number: RFP FQ18033
Date of RFP Issue: December 20, 2017
RFP Due Date: February 13, 2018

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 FIFTH STREET, N.W.
WASHINGTON, D.C. 20001

February 7, 2018

AMENDMENT NO. 2

TO

REQUEST FOR PROPOSAL

General Architectural and Engineering Consultant Services – Program Management, Construction Management, and Engineering Support Services IDIQ
FQ18033

TO WHOM IT MAY CONCERN:

The Request for Proposal for RFP FQ18033 requesting Proposals for the above project is hereby changed in part as listed below.

1. Solicitation, Offer and Award Form

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Solicitation, Offer and Award Form, p.4	Solicitation, Offer and Award Form, p.4	RFP due day revised

2. 10. PROPOSAL FORMAT INSTRUCTIONS/REQUIREMENTS

Delete the following pages and in lieu thereof substitute the accompanying pages:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
10. Proposal Format Instructions/Requirements, P.10	10. Proposal Format Instructions/Requirements, P.10	Sentence added

3. I. PROPOSAL COVER LETTER

Delete the following pages and in lieu thereof substitute the accompanying pages:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
i. Proposal Cover Letter P.12	i. Proposal Cover Letter P.12	Sentence partially deleted

4. b. RELEVANT TECHNICAL QUALIFICATIONS AND EXPERTISE

Delete the following pages and in lieu thereof substitute the accompanying pages:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
B. Relevant Technical Qualifications And Expertise P.15	B. Relevant Technical Qualifications And Expertise P.15	Sentence revised. Sentence added

5. 7. ORDER LIMITATIONS

Delete the following pages and in lieu thereof substitute the accompanying pages:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
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7. Order Limitations. P.42	7. Order Limitations. P.42	Sentences revised.
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6. CHAPTER VII – INDEMNIFICATION/INSURANCE/RISK OF LOSS.

Delete the following pages and in lieu thereof substitute the accompanying pages:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
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Chapter VII – Indemnification/Insurance/Risk Of Loss. P. 66	Chapter VII – Indemnification/Insurance/Risk Of Loss. P. 66	Sentence revised.
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7. 30. BONDING REQUIREMENTS – GENERAL

Delete the following pages and in lieu thereof substitute the accompanying pages:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
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30. Bonding Requirements – General. Pp 106-107	30. Bonding Requirements – General. Pp 106-107	Paragraphs revised.
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8. Part III. STATEMENT OF WORK

Delete the following pages and in lieu thereof substitute the accompanying pages:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
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Part III. STATEMENT OF WORK. P. 119	Part III. STATEMENT OF WORK. P. 119	Sentence added
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9. Acknowledgment

Proposers are required to acknowledge receipt of this Amendment on Solicitation, Offer and Award Form in the spaces provided. Failure to acknowledge all Amendments may cause the Proposal to be considered non responsive to the RFP, which would require rejection of the Proposal.



Sherreen N. Tolliver
Contracts Manager
WMATA Office of Procurement

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
RFP-FQ18033



**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
SOLICITATION, OFFER AND AWARD**

CONTRACT NO.	SOLICITATION NO. RFP FQ18033	DATE ISSUED	ADDRESS OFFER TO OFFICE OF PROCUREMENT Office of Procurement 600 Fifth Street NW Washington, DC 20001
	<input type="checkbox"/> ADVERTISED <input checked="" type="checkbox"/> NEGOTIATED		

SOLICITATION

Sealed offer in 1 original (hard copy) and SIX (6) USB flash drives for furnishing the supplies or services in the schedules will be received at Authority until **2:00 P.M.** Local time Tuesday, February 13, 2018
(Hour) (Date)

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CAUTION – LATE OFFERS: See paragraph 6 of Solicitation Instructions.

All offers are subject to the following:

1. The Solicitation Instructions that are attached.
 2. The Terms and Conditions that are attached.

 4. Such other provisions, representations, certifications, and specifications, as are attached or incorporated herein by reference.

Proposer's E-mail

Proposer's Phone Number

Proposer's Fax Number

DUN & BRADSTREET ID NUMBER:

OFFEROR

Name and
Address
(Street, city,
county, state,
and zip code)

Name and Title of Person Authorized to Sign Offer (Print or Type)

Signature

Offer Date

Check if remittance is different from above — enter such address in Schedule

AWARD (To be completed by The Authority)

ACCEPTANCE AND AWARD ARE HEREBY MADE FOR THE FOLLOWING ITEM(S):

ITEM NO.	QUANTITY	UNIT	UNIT PRICE

The total amount of this award is N/A

Name of Contracting Officer (Print or Type)

WASHINGTON METROPOLITAN TRANSIT AUTHORITY

AWARD DATE

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:

Volume I 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:

- (1) Volume I – Technical Proposal - One (1) original hard copy and six (6) USB flash drives;
- (2) SOLICITATION, OFFER AND AWARD FORM including CONTINUATION SHEET which acknowledges receipt of Amendments

Only Volume I will be required as part of the initial proposal submission. Proposers deemed best qualified and selected for award based on technical qualifications will be asked to submit Volume II – Price Proposal and Volume III – Contractual Proposal within two (2) weeks from the notification by WMATA of selection.

- (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

Text shall be single-spaced, on 8½" x 11" paper (except as specifically noted), with a minimum one-inch margin all around. One inch margin rule shall not apply to SF 330. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. Offerors may use 11" x 17" sized fold-out pages for tables, charts, graphs, or pictures that cannot be legibly presented on 8½" x 11" paper. An 11" x 17" is a two-sheet equivalent (with regards to the page count limitations). The page margins shall not be smaller than one inch on all four sides. The type size for text shall not be smaller than 10 point, with at least a line spacing of one. The type size for figures and tables shall be no smaller than 8 point. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

Volume 1 Technical Proposal shall include a proposal cover letter (letter of transmittal), and the table of contents. The table of contents shall list sections, subsections and page numbers. Each volume shall contain a glossary of all abbreviations and acronyms used (if applicable). Each acronym used shall be spelled out in the text the first time it appears in each proposal volume.

Section headers and footers can be placed within one inch margin.

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- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.
- 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.

AM2**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. GLOSSARY OF ABBREVIATIONS AND ACRONYMS

If applicable

IV. RESPONSES TO EVALUATION CRITERIA

Follow the directions included in Article 14 EVALUATION CRITERIA AND BASIS FOR AWARDThe 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.

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.

b) RELEVANT TECHNICAL QUALIFICATIONS AND EXPERTISE (Weight 30%)

Submit response on the latest revision of SF 330 ARCHITECT-ENGINEER QUALIFICATIONS, Sections A – CONTRACT INFORMATION, B – ARCHITECT-ENGINEER POINT OF CONTACT, C – PROPOSED TEAM, E – RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (10 page limit), G – KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS and H – ADDITIONAL INFORMATION, I – AUTHORIZED REPRESENTATIVE and follow the directions included in the instructions of SF 330 unless directed otherwise in this Section.

Provide SF 330 Section E not to exceed two (2) pages per resume for up to five (5) key personnel with the most applicable relevant experience as outlined in the STATEMENT OF WORK. The key personnel presented shall include the personnel listed in Paragraph 2 KEY PERSONNEL of the STATEMENT OF WORK. The key staff presented will have direct oversight of the work performed under Task Order basis and must demonstrate experience with providing the services listed in the STATEMENT OF WORK. Five (5) Key Personnel presented shall be consistent with the personnel classifications listed in Paragraph 2 Key Personnel of the Statement of Work.

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Beyond the number and page limits stipulated herein, there will be no special requirements for what classifications or areas of expertise should be proposed for the key personnel. The firms are directed to propose the staff that will be the best fit for the STATEMENT OF WORK presented. Applicable licenses and certifications will be credited in the evaluations, but will not outweigh the applicable experience of the key personnel presented for the area of expertise that they are proposed to offer to WMATA in the performance of this contract. The combined key personnel presented should provide the expertise necessary to ensure the highest level of technical competence and professionalism to deliver the full scope of services presented.

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

It is preferable that the key personnel proposed are located and have 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).

c) MANAGEMENT APPROACH (Weight 20%)

Response to this evaluation criteria shall not exceed five (5) pages for SF 330, Section H-3.

Submit response on the latest revision of SF 330 ARCHITECT-ENGINEER QUALIFICATIONS, Section D – ORGANIZATIONAL CHART OF PROPOSED TEAM; Section H-3, Block 30; Part II – GENERAL QUALIFICATIONS.

Section D – ORGANIZATIONAL CHART OF PROPOSED TEAM. Provide the proposed team organizational structure and specific areas of responsibility of each team member.

Section H-3, Block 30: Provide a narrative that demonstrates the management approach to the contract which includes, but is not limited to the following:

- Experience of the prime Firm in the process of managing work of subcontractors on transit projects, including: ensuring accuracy of the scope of works, progress reports,

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.

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 and On Call Service. Staff Augmentation is for the staff working at WMATA's facility (Contractor's field office) while the On Call Service is for staff working in their home office. The overhead rates for Staff Augmentation and On Call Service tasks are expected to be different.

- (j) The following among other items will be used for the purposes of Task Order negotiation:
 - 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 (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 value for this Contract is \$50,000 to be ordered during the Ordering Period. The individual Task Orders may be of a higher or lower value.
 - (b) Maximum value. The Contractor is not obligated to honor: N/A **AM2**
 - (1) Any order for a single item in excess of N/A **AM2**
 - (2) Any order for a combination of items in excess of N/A **AM2**
- The value of individual Task Orders may range from \$10,000 to \$5,000,000. The estimated aggregate value for all awarded Task Orders is \$100,000,000. However WMATA may elect to issue Task Orders of a higher or lower value. **AM2**

CHAPTER VII – INDEMNIFICATION/INSURANCE/RISK OF LOSS**1. INDEMNIFICATION**

- (a) Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and the Authority, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work, but only to the extent caused by negligent acts, errors, or omissions of the Contractor in connection with activities to be performed under this contract. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any obligation of Contractor under this Contract.
- (c) If any action or proceeding relating to the indemnification required is brought against the Authority, then upon written notice from the Authority to the Contractor, the Contractor shall, at the Contractor's expense, resist or defend such action or proceeding by counsel approved by the Authority in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. The Authority reserves the right to use its own counsel under this indemnity at Contractor's sole cost and expense.
- (d) Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to the Authority pursuant to this Section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

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2. INSURANCE REQUIREMENTS**I. MINIMUM REQUIRED INSURANCE: MINIMUM LIMITS OF INSURANCE**

INSURANCE TYPE	LIMITS	BASIS
Workers' Compensation	Statutory	
Employers' Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Commercial General Liability		
	\$2,000,000	Each Occurrence Limit
	\$4,000,000	General Aggregate Limit
	\$2,000,000	Products-Completed Operations Limit
Business Auto Liability		
	\$2,000,000	Combined Single Limit

- (1) WMATA's property or funds will be provided to the Contractor for use in performing the Contract or as partial compensation (as in retention of salvaged material).
 - (2) If Contractor sells assets to or merges with another concern, and WMATA, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

Substantial progress payments will be made before the delivery of end items begins.
 - (3) This Contract is for dismantling, demolition, or removal of improvements.
- (b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds, as follows:
- (1) The penal amount of performance bonds shall be one hundred percent (100%) of the Task Order price, unless WMATA determines that a lesser amount would be adequate for its protection.
 - (2) WMATA may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Task Order price. WMATA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in WMATA's interests. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
- (1) Fifty percent (50%) of the Task Order price, if it is not more than \$1,000,000;
 - (2) Forty percent (40%) of the Task Order price, if it is more than \$1,000,000, but not more than \$5,000,000; or
 - (3) Two and one half million (\$2,500,000), if the Task Order price is increased.
- (d) *Advance Payment Bonding Requirements.* The Contractor may be required to obtain an advance payment bond, if the Contract contains an advance payment provision and a performance bond is not furnished. WMATA shall determine the amount of the advance payment bond necessary to protect it.
- (d) *Patent Infringement Bonding Requirements (Patent Indemnity).* The Contractor may be required to obtain a patent indemnity bond, if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. WMATA shall determine the amount of the patent indemnity required to protect it.
- (f) *Warranty of the Work and Maintenance Bonds.* ~~The Contractor warrants to WMATA, the architect and/or engineer that all materials and equipment furnished under this Contract will be of highest quality and new, unless WMATA specifies otherwise, free from faults and defects and in conformance with the Contract. All work not conforming to these standards shall be considered defective. If required by the Project Manager,~~

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~~the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.~~

- (1) ~~The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be safe, substantial and durable in all respects. The Contractor hereby guarantees that the work will not contain defective materials or faulty workmanship for a minimum period of one (1) year after final payment by WMATA. The Contractor shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to WMATA. As additional security for these guarantees, the Contractor shall, prior to the release of final payment, furnish separate maintenance (or guarantee) bonds in a form acceptable to WMATA written by the same corporate surety that provides the performance bond and labor and material payment bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after final payment and shall be written in an amount equal to one hundred percent (100%) of the Contract amount, as adjusted.~~

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31. SEISMIC SAFETY – FTA (Applies to Construction of New Buildings or Additions to Existing Buildings Only)

The 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's Seismic Safety Regulations, 49 C.F.R. Part 41 and will certify compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

The Washington Metropolitan Area Transit Authority (WMATA/Authority/Metro) requires the services of a professional on-call general architectural and engineering contractor ("Contractor") to provide engineering and construction support services in support of WMATA's transit system. The Contractor shall assist the Authority by providing architectural and professional engineering services associated with Project Management/Construction Management, and Engineering Support Services and shall manage and operate this staff from a local office conveniently accessible to (the preference is within a 15-minute walk from the Metrorail system, but this is not a requirement) the WMATA Metrorail system. The local office is not provided or furnished by the Authority.

The Contractor shall assist the Authority by providing architectural and professional engineering services associated with Project Management, Construction Management, and Engineering Support Services. These services will provide critical support to WMATA's construction program in providing construction management staff to act on behalf of WMATA in the administration and support of capital construction projects, including rail and traction power systems construction and upgrades, as well as construction/rehabilitation of WMATA facilities such as metro stations, bus/rail maintenance facilities, office facilities, warehouses, substations, and any other WMATA infrastructure. The successful Proposers will also be asked to provide other critical support functions to the engineering and construction programs, including but not limited to, estimating, scheduling, risk analysis, claim analysis, document management support, business process development and configuration, contract administration support, financial analysis support, performance analysis, BIM modules and animated graphics development, engineering standard development and update, construction management, QC program development, and training as required.

Paragraph 1 (b) of RFP Solicitation Instructions is incorporated hereto.

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4.2 Technical Direction

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

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

4.3 Tasks to Be Performed

The Contractor shall provide deliverables in several areas for technical engineering and project management support. For staffing support the Contractor shall provide individuals with specific project management and construction management skills and experience. Specific knowledge and experience with Federal Transit Administration regulations and requirements is also essential. Examples of work anticipated to be assigned in each area include, but are not limited to, the following:

Engineering Support Services:

1. Providing updates to the Project Implementation Manual. The Project Implementation Manual (PIM) is a set of procedures intended to guide project managers in their management of projects. While the current PIM is robust for the management of contracts, this section of the PIM is in need of revision. Conversely for the phase of a project prior to