




WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street, NW, Washington, DC 20001-2651

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION AM001	2. EFFECTIVE DATE <p style="text-align: center;">March 3, 2017</p>		
3. ISSUED BY PURCHASING SECTION William Walters Jr., PM PRMT - 3RD FLOOR Office of Procurement & Materials	4. ADMINISTERED BY (If other than block 3) Carlos Proctor		
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>01</u> DATE <u>February 14, 2017</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>1</u> copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; 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			
<p>The purpose of this amendment is to extend the due date, respond to the questions and to provide clarifications per attachment.</p> <p>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.</p>			
<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</small>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN _____ COPIES TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		
NAME OF CONTRACTOR/OFFICE BY _____ <small>(Signature of person authorized to sign)</small>	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  <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)	17. DATE SIGNED
		William Walters Jr.	3/3/17

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

I. Proposal Due Date: All proposals are due on or before **2:00pm DST, March 20, 2017.**

Proposals shall consist of Volume I, II and II and shall be separately marked and addressed to:
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 5th Street, N.W.
Washington, DC 20001
Room 301-F
Attn: Cindy Smith – Contract Administrator

II. Clarification:

1. **Technical Proposal Volume II:** Offerors are to submit one original and four (4) copies of the Technical Proposals. The Statement of Qualification shall be incorporated in the Technical Proposal Volume II. Offerors shall provide references per the Past Performance section page 17 of the solicitation and shall be incorporated in the Technical Proposal Volume II.
2. **Order Limitation:** Chapter I- Terms and Condition: Section 7 shall read:
 - (a) Minimum order ---\$250,000 per the base period of the contract and each option year.
3. **Warranty:** Remove Section 5- Chapter III-Acceptance/Inspection/Deficiencies – Warranty

III. Additions:

1. **Conflict of Interest Certification Requirement:** Offeror shall submit a signed Conflict of Interest Certification. See Attachment 2

IV. Questions and Responses:

1. Please clarify the meaning or designation of signed “Right to Represent Acknowledgement” resumes as required in Section 14.2.e. (Qualifications). **Response:** *Submitted candidates must acknowledge the fact that the offeror has the right to represent the candidate in matters of work assignments for this project. Offerors shall include the attached Right to Represent Acknowledgement with resumes. – Attachment 1*
2. In regards to “Note to Offeror items 1, 2, 3, 9, 14 & 15”, is the intent for the Billing rates for each classification to be determined and then used as a billing rate for invoice purposes? **Response:** *Offerors must submit fully loaded rates for the labor categories per the pricing schedules, which are the billing rates for invoicing purposes.*
3. Page 15, Volume III, Contractual. What is the DBE requirement for this RFP? Appendix B is referenced but not provided. **Response:** *The Authority seeks participation from the SBE and SBLPP community. There is not a DBE requirement for this project.*
4. As a smaller minority firm, we can provide staff augmentation for all the above positions, but we are not equipped to provide all the staffing that may be required under this contract. Is it still acceptable for us to bid on this project? Is it WMATA’s intent to award this IDIQ contract to multiple qualified firms? Should we bid this as a prime, or would you recommend us partnering with larger firms as a subcontractor? If yes, can you provide us any leads to interested firms and points of contact so we may pursue this as a teaming opportunity? **Response:** *The Authority may*

award to multiple firms. Offerors may propose subcontractors. The Authority cannot advise firms on the firm should partner for this project.

5. Page 15 requires to submit Reference Letters....need clarification of what these are? Are they for the similar projects? **Response:** *Offerors shall provide references per the Past Performance sections. Reference letters are not necessary and will be removed from Section 10, page 14.*
6. On Page 14, Section 10 (b) , Volume II Technical , one (1) original & Four (4) Copies while page 92 Section 3.2 Statement of Qualifications, requests four (4) sets. Please clarify. **Response:** *See clarification note above.*
7. On page 6, the Price Schedule Sheet shows Base Period requirements (based on estimated Hrs) for total staff will be approximately 28 full-time staff members as listed below. Is there a projected staffing plan per each quarter for Base period? Do you need all these staff members on day one of the contract? Seven Senior Inspectors, Five Junior Inspectors, One Project Manager, Three QA Engineers, One Administrative/Office, Eleven CAP Leader/Coordinator. **Response:** *Per the SOW, Contractor shall make available a minimum of 24 on-call personnel with the requisite expertise necessary for the requirements of the task order. This is an IDIQ contract and the program office anticipate issuing a forecast each quarter for the anticipated hours. The number of hours and labor categories will vary.*
8. On Page 6 Price Schedule Task 1 provides the Senior Inspector/Engineer with 13,249 hrs. and the Junior Engineer with 9,760 hrs. In order to provide correct hourly rate for each category can you provide a breakdown for the number of projected track derailments (Track Engineer), fire & smoke events (Fire & Safety Engineers) , Systems Engineering events (Systems Engineers such as signal, communication, power etc.) as each event will need different expertise with a wide range of hourly rates. **Response:** *As an IDIQ requirement, the number of hours are estimates only. A breakdown of the number of projected events is unavailable. QICO is responsible for Quality Assurance and oversight of actions taken (not event response) which includes follow up on activities and efforts to mitigate problems.*
9. What is the exact function of CAP Leader? Based on the description of position it seems to be a non-technical person. Is this support staff for the QICO department? **Response:** *CAP leaders will support QICO in coordinating audit activities with internal and external auditors and WMATAs OIG as well as providing status updates and substantive tracking to the General Manager as well as other internal and external customers. CAP leaders will facilitate cooperation in matters of audit across the organization and monitor all WMATA external audit activities by working closely with assigned POCs. Critical focus on the appropriateness and timeliness of responses and resolutions for CAPs as well as maintenance of the centralized CAP database for all audit findings are essential functions of the CAP leader, while working side by side with in-house staff to provide skilled professional support.*
10. The FTA QA/QC 15 elements guide is used for design, purchasing, construction contracts. Does this contract include QA/QC implementation for new start projects or is it for activities related to the WMATA maintenance/operation department? **Response:** *This requirement is for all QA/QC activities for WMATA programs and projects.*
11. Page 43, Warranty, is this clause is applicable to this contract? **Response:** *No, the Warranty clause shall be removed.*

12. Correction of Deficiencies - What is anticipated under Warranty (pg 43) considering this is a professional services contract? There is a reference to "Liquidated Damages" Where are they defined? **Response:** *the Warranty clause shall be removed.*
13. Page 58, Railroad Protective Liability Insurance, is it expected that the consultant staff will working next to live operative railroad track? **Response:** *Consultant staff will not work next to a live operative railroad track. However, RRPL is required for any work 50 fee of WMATA railroad tracks or work within WMATA rail station.*
14. Page 72 Section 11. 1st line... "The contractor agrees to submit a Material Safety Data Sheet..." is this clause applicable to this contract? **Response:** *This is a standard clause applicable to all WMATA contracts.*
15. Page 86 Para (b) states the contractor shall employ & assign a full time Safety Superintendent for Contract.....how will this position be paid for? It is not included in the Price Schedule. Is this an applicable requirement for this RFP? **Response:** *This is not applicable to this requirement and is not required.*
16. Metric System – (pg 74) Does WMATA currently use the metric system in it's design and inspection? **Response:** *No*
17. Staffing Requirements - What is the anticipated ramp up time of staff. Will all the employees be required on the job day one of the contract. **Response:** *Per the SOW, Contractor shall make available a minimum of 24 on-call personnel with the requisite expertise necessary for the requirements of the task order. This is an IDIQ contract and the program office anticipate issuing a forecast each quarter for the anticipated hours. The number of hours and labor categories will vary.*
18. Is there an incumbent and if so who is it? **Response:** *No*
19. How many small CM firms will be selected for this project? **Response:** *There are no requirements on the number of CM firms.*
20. Do you have to have previous WMATA experience or can similar experience be sufficient? **Response:** *Per Technical Evaluation section 14, Contractor must demonstrate past performance on similar requirements within the last 10 years.*
21. Is there a page limit for the proposal, especially for resumes & projects? **Response:** *No specific page limit is requested, relevant experience and skills are appreciated in the professional resumes which are to be submitted.*
22. Can the proposal be sent in a 330 format? **Response:** *No*
23. Is there an option to bring on a sub consultant with WMATA experience? **Response:** *Yes*

ATTACHMENTS

Attachment 1

**CERTIFICATION REGARDING ORGANIZATIONAL
CONFLICT OF INTEREST**

For purposes of this certification, an organizational conflict of interest ("OCI") means that a relationship exists whereby _____ ("the Company") has past, present, or potential contracts or financial interests that either directly or indirectly relate to the work to be performed under this Solicitation/task order and which may: (1) diminish its capacity to give impartial, technical sound, objective assistance and advice; or (2) result in it being given an unfair competitive advantage, or biased ground rule.

The Company warrants that (1) to the best of its knowledge and belief, there are not relevant facts or circumstances concerning any past, parent or potential contracts or financial interest relating to the work to be performed pursuant to this Solicitation/task order that could give rise to an OCI as defined above, and that any actual, potential or apparent OCI with respect to the work to be performed has been communicated in writing by the Company to WATA; and (2) it did not have any advance notice of the task that is the subject of any task order or solicitation, or was unaware of the task prior to issuance of the solicitation. The Company agrees that if an actual, potential or apparent OCI arises, the Company will make a full, timely disclosure in writing to WMATA. This disclosure shall include a description of actions that the Company has taken or proposes to take, after consultation with WMATA, to avoid, mitigate, or neutralize the actual or potential conflict.

If the Company was aware of a potential OCI before award or discovered an actual, potential or apparent conflict after award, and did not disclose or misrepresented relevant information to WMATA, WMATA may terminate any contract/task order or cause or default, or pursue such other remedies as may be permitted by law. WMATA may terminate Company's contract/task order for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI.

The term "Company" as used herein means the one submitting this certification to WMATA; the Company's parent organization, if any; and any subsidiary, associate, affiliate or holding corporation or any enterprise or organization with whom it may join hereafter in any manner whatsoever, if that organization or any of its parts seeks to bid upon or perform work for WMATA.

This clause shall be included in any subcontract.

Date Received and Agreed to: _____

By: _____
Authorized Signature

Print Name and Title

Attachment 2

Right To Represent Acknowledgement

By signing below, I acknowledge and agree that Offeror: _____ has the right to represent me in matters of work assignment relating to the CQ17099 – Consulting Services for Engineering & Quality Assurance Services for the Quality Assurance, Internal Compliance & Oversight Department Contract by submitting my professional resume to WMATA for the position(s) identified below.

Candidate Name - Print

Candidate Signature

Position Title (s)

Date

Duration Period

4. NEW MATERIAL [SUPPLIES] – N/A

5. WARRANTY – N/A

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

6. CORRECTION OF DEFICIENCIES – N/A

~~(a) The Contractor must replace materials or correct workmanship not conforming to the Contract's requirements at no additional cost to WMATA. In addition, the Contractor is subject to any liquidated damages specified in this Contract or actual damages incurred by WMATA. If the Contractor fails to correct deficiencies, the Contracting Officer, may take specific action as follows:~~

~~(1) Replace or correct the item or work at the Contractor's expense. This may be accomplished by award of a new contract or by use of WMATA's own resources.~~

~~(2) Accept the items with a reduction in price. This action will be accomplished by formal modification to this Contract. The reduced price will be based upon the reasonable value of the item, considering the possible cost of correcting the item.~~

~~(3) Terminate this Contract for default. If the item or work must be re-procured, the Contractor is normally liable for excess costs incurred by WMATA in accordance with the "Termination for Default" article of this Contract.~~

7. **FIRST ARTICLE INSPECTION – N/A**

8. **F.O.B. DESTINATION –N/A**

9. **QUALITY ASSURANCE/QUALITY CONTROL**

The Contractor shall be responsible for quality assurance and for assuring that the work conforms to the requirements of this Contract. The Contractor shall maintain an effective and economical quality control program planned and developed in conjunction with other Contractor functions necessary to satisfy this Contract's requirements. The quality control program shall establish and implement procedures to ensure that only acceptable supplies or services are tendered to the Authority for acceptance, and shall demonstrate both recognition of the Contract's quality requirements and an organized approach to satisfying them. The program shall ensure that quality requirements are satisfied throughout all phases of Contract performance, including, as applicable, design development, purchasing, fabrication, processing, assembly, inspection, testing, packaging, delivery, and storage and shall provide for the early detection of actual or potential deficiencies, trends, or conditions that could result in unsatisfactory quality.