

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number DCKA-2016-Q-0020	Page of Pages 1 6	
2. Amendment/Modification Number Amendment 1	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Caption Request for Qualifications Program Management/General Engineering Consultant for Anacostia Waterfront Initiative	
6. Issued by: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE, 7 th Floor Washington, DC 20003		Code	7. Administered by (If other than line 6)	
8. Name and Address of Contractor (No. street, city, county, state and zip code)		9A. Amendment of Solicitation No.		
Code		9B. Dated (See Item 11) 3/29/16		
Facility		10A. Modification of Contract/Order No. DCKA-2016-Q-0020		
		10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers 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 completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS 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 may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required):				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
	A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.			
X	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.			
	C. This supplemental agreement is entered into pursuant to authority of:			
	D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
A. Response to questions received from prospective offerors (5 pages)				
Except as provided herein, all terms and conditions of the document is referenced in item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer		
		Steven H Wishod Deputy Chief Contracting Officer		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature)		(Signature of Contracting Officer)	22 APR 16	

AWI Program Management/General Engineering

DCKA-2016-Q-0020

Addendum # 1

April 21 2016

1. Page 3, Section 3.a.(7) “Consultant shall contract for or employ at Consultant’s expense, subcontractors to the extent deemed necessary....” Does this mean that DDOT will NOT reimburse the Prime for subcontractors employed for the program?

Response: Approved costs of approved subcontractors are subject to reimbursement. The expense is Contractor’s in that DDOT does not pay the subcontractor directly.

2. Page 3, Section 3.b.(1)(c) “...and present program activities to ensure that the program status and direction are clearly and accurately understood by stakeholders, courts, governing agencies, interested third parties, and the public at large,” What interface does DDOT and the AWI Program have with “the courts”? Will the Program Manager be responsible for producing graphics and developing presentations and leading this effort or will the Program Manager role be in support of the DDOT Chief Information Office (public information office) as they lead and develop presentations, press releases and web site updates?

Response: To the extent that the litigation is related to the Anacostia Waterfront Initiative, the interface will be dependent on the nature and substance of the case. The District may require or the court(s) may direct or request the Program Manager to provide some form of testamentary evidence or other such material. The Program Manager will develop and present such information including, for example, graphics, and such other presentation when requested to provide support to DDOT. In no situation will the Program Manager be required to provide legal services in any form.

3. Page 4, Section 3.b.(1) (d) same question as above – who takes the lead in Program Coordination? Does the PM role lead or serve as support to DDOT?

Response: DDOT will take the lead for program coordination. The Program Manager shall serve in a supporting role under the guidance of DDOT.

4. Page 5, Section 2. (d) and (e) “Consultant shall not provide any engineering design services.” Will the Consultant provide basic schematic design incidental to planning and environmental studies or scope development (RFQs and RFPs) for external consultants?

Response: Yes.

5. Page 5, Sections 3.b.(2) (f), (g), and (h) Is this “oversight role, and secondary to a construction manager...” scope item intended to be an “Owner’s Representative” role?

Response: Yes

6. Page 6, Section C – Key Personnel – this section indicates that Key Personnel “... will be required to be co-located with DDOT personnel at DDOT’s headquarters located in Southeast Washington, DC, or as otherwise specified.” Does DDOT anticipate that all six key positions are 40 hours per week at DDOT headquarters or are some positions at DDOT headquarters only as required??

Response: At a minimum the Program Manager, Design Quality Manager, Project Controls Manager will be full time positions located in 55 M Street Southeast Washington DC. Other key staff positions will be decided on case by case basis.

7. Page 6, Section 3.b.(2) (k) Right of Way (ROW) coordination and review (as needed) – Will the DDOT ROW office be responsible for providing surveys, appraisals and title reports? What specific support role will the Program Manager be expected to perform?

Response: The Program Manager’s role will be limited to Right of Way coordination at the Program level.

8. Page 6, Section 3 (c) (1) Program Manager: Does a licensed Architect and/or Project Management Professional certification qualify as a candidate to fill this position?”

Response: Yes.

9. Page 8, Section 4.a “..direct expenses will be limited to \$20,000 per year of the Contract.” \$20,000 appears to be low. What happens when the upset limit (\$20K) is reached with legitimate DDOT approved expenses and DDOT requests services that require additional expense (printing for example)? Will the Consultant be required to provide services without reimbursement?

Response: Any expenditure projected to exceed the \$20,000 expense ceiling will require a written pre-approval from the DDOT Program Manager.

10. Page 9, Section 4.b “This amount will be converted to a fixed dollar amount for each task order.” In the past, task orders were based on estimated hours and approved rates with a maximum fee “Not to Exceed” limit and the markup on subs was applied to the actual sub cost. What happens if the sub consultant’s role is less (or more) than estimated for the task order? How will the fixed dollar amount be billed to DDOT? Lump sum? By actual sub cost up to the fixed dollar limit?

Response: The prime billing will be limited to the actual subcontractor’s billing. Markup is limited to up to 5% of the actual subcontractor’s billing. For any change in scope, a modification will be processed to adjust the scope and price.

11. Page 9, Section 4.j Does this requirement exclude the ability to add sub consultants later in the program if new scope is identified that was not anticipated during the negotiation of the original contract? Does the Program Manager have to identify a sub consultant for every possible type of service that might occur over a five year Program Management contract at the start of negotiations as a result of this requirement?

Response: The requirement does not exclude the ability to add sub-consultants later. The contractor is required to obtain DDOT’s concurrence to add sub-consultants.

12. Page 11, Section 5.b.(1) (c) – what is meant by “alternative methods of furnishing the required services.” Is there any discussion or definition of this “alternative” in the solicitation?

Response: No – that is a direct reference to the language of the Brooks Act.

13. Page 12, Section 5.b.(3) “Pricing may also be negotiated on a task order basis.” Does this mean rates may need to be negotiated for all future task orders after the base Program Management Task/contract is approved? What is meant by this statement?

Response: The established rates will not be renegotiated. The task order budget may be negotiated to allow for a lump sum or NTE ceiling per task order.

14. Page 12, Section 6 – Submittal Process and requirements:

Should a SF330 Part II be submitted for each identified subcontractor?

Response: Yes

Will resumes beyond the requested Key Personnel positions listed in the RFQ be considered? If so, is there a limit to the number of additional resumes?

Response: There is no limit for resumes.

Is there a desired number or limit to the number of projects to be included in the SF330?

Response: No.

15. The RFQ references the AWI Master Plan for the list of potential projects. Several projects have a status that is yet to be determined. The RFQ also states that the successful consultant will be excluded from all future projects design or construction management. Without a specific list of projects, we are not able to make the business decision on pursuing this contract versus pursuing future projects. Can a list of projects be provided that are the intended projects to be supported by this contract?

Response: The list of the projects is referenced in the Project Background section of the RFQ. The Master Plan was revised in 2014, and can be found at the following URL: www.anacostiawaterfront.org.

16. Please expand on the comment that DDOT “... will provide written consent of a subcontractors ...?” Is it DDOT’s intent that sub-consultants must receive prior written approval before submitting our response to the RFQ?

Response: No.

17. DDOT is requiring key staff be collocated at the DDOT headquarters. Which Indirect Cost Rate does DDOT intent to utilize for collocated staff?

Response: Field office rate.

18. Does DDOT have a provisional rate for indirect costs?

Response: No. If the contractor does not have a cognizant-approved indirect overhead rate, then a provisional rate may be approved by the CO on a case-by-case basis, pursuant to FAR § 42.7, and 48 CFR § 31, as applicable. In the absence of agreement between the parties, the CO may unilaterally determine the indirect billing rate. Provisional rates are subject to audit and adjustment in accordance with the FAR.

19. Parsons is currently the Lead Design Engineer on the CSX Virginia Avenue Tunnel Project, JV Partner on DC Water Anacostia River Tunnel Project, and the Lead Design Engineer on one of the South Capitol Street shortlisted teams; does this preclude Parsons from this procurement?

Response: No

20. Please identify the current and anticipated projects that will be part of the AWI program.

Response: The list of the projects is referenced in the Project Background section of the RFQ. The Master Plan was revised in 2014, and can be found at the following URL: www.anacostiawaterfront.org.

21. Please provide a listing of funded projects that make up the to \$18-25 million IDIQ.

Response: The existing list of the projects is referenced in the Project Background section of the RFQ. The actual projects performed under this contract may vary.

22. Will those projects currently in the AWI Program and under contract with the current AWI Consultant Program Manager remain with that consultant until project completion, or will they be transferred to the newly selected Program Manager?

Response: The Program Management will be transferred to the newly selected Program Manager with the exception of the South Capitol Street project as specified in page 2 Para 2 project background section.

23. Does DDOT anticipate that the Key Positions will be full time for the base year of the PM/GEC contract?

Response: Please refer response to question number 6.

24. Please advise of the space allocated to the co-located Key Personnel, to include space for computer systems, project files, etc.

Response: Yes

25. Will the selected Program Manager take over the existing AWI website? If not, what will be the timeframe to launch a new website from Notice to Proceed?

Response: Yes

26. Is it intended that the Public Relations Manager would sit at the DDOT site?

Response: Please refer response to question number 6.

27. Is the Public Relations Manager responsible for developing the Public Information Plan (PIP) or will this be determined by the DDOT public affairs team?

Response: The Public Relations Manager will be responsible for developing the draft public information plan.

28. If a firm is currently providing design or construction management services on a current AWI task, will that firm be conflicted from pursuing the AWI Program Management / General Engineering Consultant Services project?

Response: No