



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION A001		2. EFFECTIVE DATE June 2, 2017	
3. ISSUED BY PURCHASING SECTION Frederick R. Voellm JGB Room 301-G Department of Procurement		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and Zip Code)		6. FORM TYPE (Check only one) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. <u>IFB FQ17131</u> DATE <u>May 27, 2017</u> (See block 7) <input type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. _____ DATE _____ (See block 9)	
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 checked="" 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:			
IFB FQ17131/FRV "Running Rail (39' & 78') is amended as follows: Attachment A provides responses to questions received from interested vendors at the pre-bid telephone conference held on June 1, 2017 or submitted via email. Please read each question and response carefully. Some responses change the specifications or terms and conditions of the IFB. (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.)			
END OF AMENDMENT A001			
11. <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>ONE (1)</u> COPIES TO ISSUING OFFICE.		11. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE BY _____ (Signature of person authorized to sign)		15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY <u>Frederick R Voellm</u> (Signature of Contracting Officer)	
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 June 2, 2017

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**IFB FQ17131/FRV
Amendment A001
Attachment A**

Contractor Questions/WMATA Responses

1. Q: What is the mode of shipping the 39' and 78' running rail to the WMATA deliver locations?
R: Truck
2. Q: Who is responsible for unloading the rails from the truck?
R: WMATA
3. Q: Can WMATA provide a list of WMATA approved DBE transportation companies capable of delivering the 39' and 78' running rails.
R:
 1. Davis Freight Management
13238 Broadway St.
Alden, NY 14004
716-902-4244
 2. Langley Traffic Services
2777 U.S. Rt #1
Trevose, PA 19053
215-638-9770
 3. Expedited Transportation Services
505 Plantation Park Dr.
Loganville, GA 30052
770-413-1700
4. Q: Can WMATA provide a copy of the Procurement Procedures Manual (PPM) sections 4-21 thru 4-23 referenced in the IFB?
R: See attached pages.
5. Q: Will WMATA accept index pricing on the bid?
R: No. The bid will be rejected.
6. Q: Can WMATA extend the bid due date?
R: The bid due date and bid opening are extended to June 14, 2017 at 2:00pm EST.
7. Q: Scope of Work sections 2.2.1.a and 2.2.1.b1 reference Arema Specifications for Steel Rails, 2009 and 2005, respectively. Is this correct?
R: Change the years 2009 and 2005 to "most recent version".
8. Q: Is Scope of Work section 2.3.4 correct with two holes drilled on one side with the opposite end remaining blank?
R: Yes

9. Q: Scope of Work section 5.4 addresses delivery days and times. Are they correct?
R: Change the delivery days and times to Monday through Thursday, 7am – 2pm EST.
10. Q: Section 2.3.3.a - Hardness Ranges - Center Base, Center Web, and Tip of Flange.
We do not measure these values and cannot guarantee that hardness values in these areas will fall within the listed ranges.
R: WMATA's specified rail hardness for Center Base, Center Web, and Tip of Flange can be waived if the vendor is able to achieve specified hardness for Top of Head, Center of Head, and Side of Head per AREMA 2014 (or most recent) Chapter 4, Section 2.1.3 "Chemical Composition and Mechanical Properties". Vendor must be able to guarantee the specified hardness at these locations and present evidence through test results.
11. Q: Section 3.2.1.d Supplied mill certificates will only list accepted rails that have been shipped to the Supplier or WMATA. Rejected rails are not listed on mill certificates.
R: Acceptable

4-21 USE OF OPTIONS

- (a) *Option in Best Interest of the Authority.* Except as provided in §4-21(b) and §4-21(c), a Contracting Officer may include an option in a contract when it is in the best interest of the Authority. Options may be included in contracts to assure the future availability of property or services. An option is a unilateral right in a contract by which, for a specified time, the Authority may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract.
- (b) *Prohibition When Requirements Are Foreseeable.* A Contracting Officer shall not use an option when the Authority's foreseeable requirements for goods involve quantities large enough to permit the recovery of start-up costs and the production of required supplies at a reasonable price; or delivery requirements are known far enough into the future to permit competitive procurement and production of goods.
- (c) *Other Conditions Concerning the Use of Options.* A Contracting Officer shall not use an option in any of the following circumstances:
- If the contractor would incur undue risks, such as when the price or availability of necessary materials or labor is not reasonably foreseeable;
 - If an indefinite quantity or requirements type contract would be more appropriate; provided, that a Contracting Officer may use an option to extend the term of these types of contracts;
 - If market prices for the supplies or services involved are likely to change substantially; or
 - If the basic quantity is a learning or testing quantity and competition for the option would be impractical after the initial contract is awarded.
- (d) *Options in Services Contracts.* A Contracting Officer may include options in a contract for services if there is an anticipated need for similar services beyond the first contract period and/or funding year. The total of the basic and option periods in a contract for services may not exceed five years, absent approval of COUN.
- (e) *Options in Supply Contracts.* The total of the basic and option quantities shall not normally exceed the requirement for five years after the date of the original contract in contracts for supplies. The Contracting Officer shall justify in writing the quantities or the term under option, the notification period for exercising the option, and any limitation on the option price. The Contracting Officer shall include the justification document in the contract file.
- (f) *Contract Provisions Must Provide Option Price.* The cost of each option shall be readily discernible from the contract provisions that set forth the option. Contract provisions, approved by the Chief Procurement Officer, setting forth the cost of the option may include, but are not limited to, the following:
- A specific dollar amount;
 - An amount to be determined by applying provisions (or a formula) provided in the basic contract, but not including renegotiation of the price for work in a fixed-price type contract;

- In a cost-type contract, a stated fixed or maximum fee or a fixed or maximum fee amount determinable by applying a formula contained in the basic contract;
- A specific price that is subject to an economic price adjustment provision; or
- A specific price that is subject to change as a result of changes to the prevailing labor rates provided by the U.S. Department of Labor (DOL).

4-22 SOLICITATION OF CONTRACTS WITH OPTIONS

- (a) *Inclusion of All Option Clauses in Solicitation.* If a contract will provide for the exercise of an option, the solicitation shall include appropriate option clauses, approved by the Chief Procurement Officer. Each solicitation containing an option provision shall state the basis of evaluation and shall inform bidders that the Authority may exercise the option at the time of award.
- (b) *Discretionary Option Quantities.* In solicitations that require the offering of an option, the total amount of the option quantities may be left to the discretion of the Contracting Officer and Program Office based on the needs of the Authority.
- (c) *Statement of Option Period.* Each contract shall state the period which an option may be exercised to provide the contractor adequate lead time to ensure continuous production or services.
- (d) *Evaluation of Offers for Solicitation Options.* When awarding the base contract, the Authority shall evaluate offers for any option quantities or periods contained in a solicitation when it has been determined prior to soliciting offers that the recipient is likely to exercise the options. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole-source procurement.

4-23 EXERCISE OF OPTIONS

- (a) *Requirements.* A Contracting Officer shall exercise an option only after COUN review and approval and after documenting the file to show the following:
 - That sufficient budget authority is available;
 - That the requirement covered by the option fulfills an existing Authority need; and
 - That the exercise of the option will be the most advantageous method of fulfilling the Authority's requirement, when price and other factors are considered.

Exercising an option after a lower price has been negotiated constitutes a sole-source procurement.

- (b) *Factors to Consider.*
 - The Contracting Officer, after considering price and other factors, shall make the judgment required by §4-23 (a) above, on the basis of one of the following:
 - A new solicitation failed to produce a better price or a more advantageous offer than that offered by the option;
 - An informal analysis of prices or an examination of the market indicates that the option price is better than prices available in the market or that the option is the most advantageous offer; or

- The time between the award of the contract containing the option and the exercise of the option indicates that the option price is the lowest price obtainable or the most advantageous offer.
 - When determining whether to exercise an option, the Contracting Officer shall consider the need for continuity of operations and the potential cost of disrupting operations.
- (c) *Citing Option Provision in Modifications.* The contract modification or other authorized written document, which notifies the contractor of the exercise of the option, must cite the option provision as authority for the action and should be issued within the time period specified in the contract.