



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

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION A003	2. EFFECTIVE DATE January 4, 2018
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 CQ17135/FRV</u> DATE <u>October 31, 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**

The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers  is extended,  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 one (1) 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)  This Change Order is issued pursuant to \_\_\_\_\_  
The Changes set forth in block 10 are made to the above numbered contract/order.
- (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 block 10.
- (c)  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 CQ17135/FRV "Rail Grinding Services" is amended as follows:

Attachment A provides responses to questions received from interested Bidders. Please read each question and response carefully. Some responses may change aspects of the IFB. Many of the questions in the amendment were paraphrased due to the length of the original questions submitted by the interested bidders.

(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 A003**

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 _____ (Signature of person authorized to sign)	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY <u>F.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 Jan 4, 2018

**IMPORTANT:** Please be advised that because this solicitation is an IFB, any qualifying statements, alterations, or exceptions taken to any section of the IFB submitted with the bid package may result in determination that the bid is non-responsive and require rejection of the entire bid package, thus making it ineligible for award. Also, failure to submit any requirements of the IFB may cause your bid to be determined non-responsive and rejected, and thus ineligible for award.

### **QUESTIONS FROM INTERESTED BIDDERS AND WMATA RESPONSES**

1. Q: With reference to the contract start date of January 19, 2018, what is the absolute drop dead date for contract start-up?

R: *The new start date for the contract is April 1, 2018.*

2. Q: SOW Section 5.1. The bid states a 16 stone grinding machine. Is a 12 stone grinding machine acceptable?

R: *The sixteen (16) stone grinding machine is preferred. The twelve (12) stone grinding machine is the absolute minimum acceptable.*

3. Q: SOW Section 5.7. For water suppression the specs state 1,200 gallons minimum. Is a 100 gallon on-board water protection sufficient and will WMATA provide a water protection vehicle for this project?

R: *WMATA will accept a fire suppression system of no less than 1,000 gallons of water. WMATA will provide a water vehicle upon availability, but the contractor is expected to carry sufficient water supply to handle all needs.*

4. Q: Bidder requests a second round to submit bid questions and clarifications three (3) business days after receiving WMATA's responses.

R: *Not acceptable. No further questions will be accepted. The bid due date is 2:00PM on January 17, 2018*

5. Q: SOW Section 3.0 - Bidder requests the following two items be added to the Technical Specifications as follows: "WMATA will be responsible for the supply of the following during the term of the contract: • Flagging protection at all times, not only on the track being worked, but also on adjacent tracks, as is deemed necessary by WMATA. • Storage in a safe and suitable area for rail grinder and equipment during such periods of time said equipment is inoperative on the lines of WMATA in connection with program work, and in addition for a period not to exceed sixty (60) days upon completion

R: *Not acceptable. SOW Section 3.0 stands as written. WMATA will provide safety protection according to existing WMATA policy. Contractor personnel will be escorted by WMATA staff at all times. WMATA will provide adequate storage location as necessary.*

6. Q: SOW Section 4.1 - Bidder requests WMATA's acceptance of a three-week delay in the continuous rail profile data that shall be submitted to WMATA.

**R: Acceptable. Change SOW 4.1 from "within two weeks" to "within three weeks."** .

7. Q: Bidder requests a current copy of the WMATA 1000 Track Maintenance and Inspection Manual.

**R: Not acceptable. The information in the manual is proprietary and not releasable to the public.**

8. Q: SOW Section 5.1 – Bidder requests that the equipment requirement for this contract include the capability to remove 0.01009 in.<sup>2</sup> (6.5mm<sup>2</sup>) of metal in a single pass at 4 miles per hour.

**R: Not acceptable. SOW Section 5.1 stands as written.**

9. Q: SOW Section 5.2 - Bidder requests confirmation that WMATA will accept similar information to what is shown in Appendix 11.2 to be submitted in a format other than .csv.

**R: Bidder must submit information in a spreadsheet format, i.e., .csv, .xls, .xlsx, .xltx, .xlsm, .xlsh.**

10. Q: SOW Section 5.7 – As part of Bidder's fire suppression services, the crew typically dumps water at the end of a shift in extremely cold temperatures and fills up the water trucks at the beginning of a shift as a method of freeze prevention. Bidder requests confirmation that this method is acceptable.

**R: Acceptable. The dumping flow rate must first be submitted to and approved by WMATA engineers. Afterwards, dumping procedures and location must be approved in advance by the on-site WMATA supervisor for each requested dumping of water.**

11. Q: SOW Section 5.8 – Bidder requests WMATA's requirements for grinding stones so that it can meet their grinding stone requirements without needing approval from WMATA.

**R: WMATA requires 10 inch/10V or 10 inch/24 grit stones except for switch grinding where WMATA requires 6 inch stone.**

12. Q: SOW Section 6.0 – Bidder requests a one (1) week maximum wait time to schedule the Contractor Roadway Worker Protection training class.

**R: WMATA will seek to schedule Roadway Worker Protection (RWP) training as soon as it is available, but cannot guarantee maximum wait time.**

13. Q: SOW Section 7.0 – To clarify, Bidder's equipment will work five (5) days per week, up to twelve (12) hours per day with a minimum eight (8) hours per day charge. In addition, overtime rates would apply at the same stated hourly rate.

***R: Not acceptable. Work shift is eight (8) hours per day. The IFB does not provide for more than an eight (8) hour work shift. SOW Section 7.0 stands as written.***

14. Q: SOW Section 7.0 – Bidder requests clarification on whether WMATA will request double-shifting, and if so, how that will be handled.

***R: See response in Q:13 above.***

15. Q: SOW Section 7.0 – Bidder requests adequate notice if WMATA wants to work 7 days a week for consecutive weeks.

***R: Acceptable. WMATA will provide a minimum one-week notice.***

16. Q: SOW Section 7.0 - How did WMATA calculate the 2,080 annual project hours?

***R: 52 weeks x 5 days a week x 8 hours per day = 2080***

17. Q: Appendix 11.2 – Bidder requests definitions of “Rail Need” and “Grinding Type.”

***R: “Rail Need” will always be defined as Reprofile. “Grinding Type” will always be defined as either Profile or Defect.***

18. Q: Bid/Price Schedule – Bidder requests additions to the Bid/Price Schedule to clarify what a Production Charge Hour entails.

***R: Not acceptable. The Bid/Price Schedule and SOW Section 7.0 stand as written, except to note that no charge will be made to WMATA for time lost because of any delays due to a cause attributable to the Contractor.***

19. Q: Bidder requests changes to Chapter II, Sections 7 (Options Exercised Out of Sequence), 9 (Extensions of Time/Force Majeure), and 10 (The Authority’s Delay).

***R: Not acceptable. Clauses stand as written. Since this is an IFB, Contractor’s continued exceptions to these clauses in its bid could render it nonresponsive.***

20. Q: Bidder requests changes to Chapter III, Section 1 (Inspection of Services) and subsequent removal of remaining sections in Chapter III.

***R: Not acceptable. All clauses stand as written. Since this is an IFB, Contractor’s continued exceptions to these clauses in its bid could render it nonresponsive.***

21. Q: Bidder requests changes to Chapter IV, Section 1 (Change Orders) and subsequent removal of remaining subsections of Section 1 and remaining sections in Chapter IV.

**R: Not acceptable. All clauses stand as written. Since this is an IFB, Contractor's continued exceptions to these clauses in its bid could render it nonresponsive.**

22. Q: Chapter V (Invoices/Payments/Deductions) - Bidder requests ability to invoice Authority weekly.

**R: Acceptable. However, this will not alter the Authority's schedule for payment.**

23. Q: Bidder requests changes to Chapter VI, Sections 1 (Stop Work Orders), 2 (Termination for Default), and 3 (Termination for Convenience), and 5 (Disputes)<sup>1</sup>.

**R: Not acceptable. Clauses stand as written. As a public entity, WMATA specifically will not agree to arbitration before the American Arbitration Association. Further, since this is an IFB, Contractor's continued exceptions to these clauses in its bid could render it nonresponsive.**

24. Q: Bidder requests changes to Chapter VII, Sections 1 (Indemnification), 2 (Insurance Requirements), and 3 (Title and Risk of Loss).

**R: Not acceptable. Clauses stand as written. Please be advised that vendors are not required to submit proof of insurance or any other insurance documents with the bid package. Proof of insurance and other insurance documents will be requested by the Contracting Officer prior to contract award. Self-insurance may be approved by WMATA on a case by case basis. With regard to the requirement to obtain Railroad Protective Liability (RRP) Insurance, WMATA may waive this requirement if the work qualifies for coverage under WMATA's blanket RRP program and the Contractor selects to prepay a waiver fee prior to contract award. The waiver fee is determined at the rate of \$.62 per \$100 of contract value plus 2% of that calculated amount for limits of \$2M/\$6M (per occurrence/aggregate); and \$.86 per \$100 plus 2% for limits of \$5M/\$10. These rates are subject to change.**

**Since this is an IFB, Contractor's continued exceptions to these clauses in its bid could render it nonresponsive.**

25. Q: Bidder requests changes to Chapter IX, Section 2 (Contract Work Hours and Safety Standards Act).

**R: Not acceptable. Clause stands as written. Contractor is responsible to ensure subcontractor compliance with all contract provisions that are required to be flowed down to its subcontractors, such as the Contract Work Hours and Safety Standards Act.**

**Further, since this is an IFB, Contractor's continued exceptions to this clause in its bid could render it nonresponsive.**

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<sup>1</sup> Incorrectly labelled by the Contractor as Chapter V11, Section 5 (Disputes).

26. Q: Bidder requests changes to Chapter IX, Section 17 (Drug and Alcohol Testing):

- a. Paragraph (a): Bidder states that they will provide documentation to establish compliance, but it will not include personal or identifiable information.

**R: Not acceptable. WMATA must comply with 49 C.F.R. Parts 40 and 655 that require WMATA to perform oversight on its safety-sensitive contracts, including accessing Contractor employee drug and alcohol test results. Bidder must provide information that allows WMATA the ability to match a report with an individual, e.g., name and last four digits of SSN. Since this is an IFB, Contractor's continued exception to this clause in its bid could render it nonresponsive.**

- b. Paragraph (b): Bidder requests removal of this paragraph that requires "Alcohol and Controlled Substances Testing" certification.

**R: Not acceptable. The Contractor satisfies this requirement by signing the 'Certification Required for all Safety-Sensitive Contracts' found in the Representations & Certifications section of the IFB, and by providing the requested reports. Since this is an IFB, Contractor's continued exceptions to these clauses in its bid could render its nonresponsive.**

- c. Paragraph (d): Bidder requests removal of subparagraph (2).

**R: Not acceptable. Clause stands as written. Since this is an IFB, Contractor's continued exceptions to this clause in its bid could render it nonresponsive.**

- d. Paragraph (e): Bidder requests that the requirement to submit management reports be changed from quarterly to semi-annually.

**R: Not acceptable. Clause stands as written. Since this is an IFB, Contractor's continued exceptions to this clause in its bid could render it nonresponsive.**

27. Q: Chapter XII, Section 1(Safety Requirements): Bidder requests a current copy of the Metrorail Safety Rules and Procedures Handbook and the Standard Operational Procedures.

**R: A copy of the Metrorail Safety Rules and Procedures Handbook can be found on WMATA's website at [www.wmata.com](http://www.wmata.com). Click on the magnifying glass and search for MSRPH.**

28. Q: Chapter XII, Section 1 (Safety Requirements): Bidder requests that the Authority accept Bidder's Employee in Charge (EIC) as the Safety Superintendent.

**R: Acceptable, if the Employee in Charge otherwise meets all of WMATA's requirements for a Safety Superintendent.**

29. Q: Bidder requests changes to Chapter XII, Section 2 (Criminal Background Check Requirement)

***R: Unacceptable. Clause stands as written. Since this is an IFB, Contractor's continued exceptions to this clause in its bid could render it nonresponsive.***

30. Q: In the Combined Glossary of Definitions, Bidder requests confirmation that "Subcontractor" would refer to subcontractors performing rail grinding work and not apply to vendors.

***R: "Subcontractor" would apply to any individual, firm, partnership, or corporation that has a contractual relationship with the Contractor or subcontractors to perform a specific portion of the Contract. The purchase of supplies from a vendor on a non-contractual basis would not qualify it as a subcontractor.***