

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

November 25, 2015

AMENDMENT NO. 3
 TO
 INVITATION FOR BID
 FOR
 SIX (6) TIE BREAKER STATIONS UPGRADE ORANGE AND BLUE LINES VA, DC AND MD
 FQ15237/GG

TO WHOM IT MAY CONCERN:

The Invitation for Bid for IFB FQ15237/GG requesting Bids for the above project is hereby changed in part as listed below.

1. Volume 1 – Bidding and Contracting Requirements

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

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Clause 14. Pre-Award Information, par. 2 (c), (5), p.24A	Clause 14. Pre-Award Information, par. 2 (c), (5), p.24A	Revised
14. Buy America Act Certification, p.41	14. Buy America Act Certification, p.41	Revised
Unit Price Schedule, p. 47	Unit Price Schedule, p. 47	Revised
Clause 2.58 (7) Quality Assurance and Quality Control Compliance, p.208	Clause 2.58 (7) Quality Assurance and Quality Control Compliance, p.208	Revised
Clause 2.66 (j) Correction of deficiencies, p.215	Clause 2.66 (j) Correction of deficiencies, p.215	Revised
Clause 2.68 Contractor's Qualifications, p.219	Clause 2.68 Contractor's Qualifications, p.219	Revised

2. Volume 2 – Technical Specifications

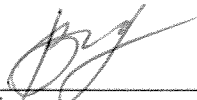
<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Section 01110, pg. 10	Section 01110, pg. 10	Revised
Section 16501D, pg. 34	Section 16501D, pg. 34	Revised
Section 16501D, pg. 45	Section 16501D, pg. 45	Revised
Section 16501D, pg. 46	Section 16501D, pg. 46	Revised
Section 16052, pg. 58	Section 16052, pg. 58	Revised
Section 16602, pg. 263	Section 16602, pg. 263	Revised

3. Volume 3B – SCADA Technical Drawings

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
ST-SC-G-SSI-005	ST-SC-G-SSI-005	Revised
ST-SC-G-SSI-203	ST-SC-G-SSI-203	Revised

4. Acknowledgment

Bidders are required to acknowledge receipt of this Amendment on Bid 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.



Guzel Gufranova
Contract Administrator
Office of Procurement

* * * * *

(5) Evidence of qualification and experience for:

- Project Manager (part time). Shall have a minimum of 5 years' experience in electrical contracting, equipment installation and system commissioning; a minimum of 2 years in the rapid transit industry; and a minimum of 5 years in a supervisory capacity on projects of similar type and financial magnitude; traction power experience is preferred.

- Technical Support Lead/Project Engineer (part time). Shall have a minimum of 5 years' experience in design and implementation of traction power equipment (high voltage electrical engineer), a minimum of 2 years in rapid transit industry.

- General Superintendent (part time). Shall have a minimum of 5 years' experience in high voltage traction power equipment installation and system commissioning, a minimum of 2 years in rapid transit industry, and a minimum of 5 years in a supervisory capacity supervising projects of a similar type.

- Quality Manager (part time). Shall possess ASQ Certification and be trained as a Lead Auditor in a Registrar Accreditation Board of the American Society for Quality (ASQ) approved course on the requirements of ISO 9001 and with a minimum of 10 years of related experience including a minimum of 5 years of management positions in a production, manufacturing, or construction environment performing QA/QC auditing. Transit industry experience is preferred.

AM3

- Safety Superintendent. Shall have a minimum of 15 years' experience in heavy industry construction safety practices and with a minimum of 5 years in rapid transit construction in operating conditions, and shall have completed OSHA Construction Safety Training (30 hour course) and First Aid/CPR/Blood Borne Pathogens Training. A Certified Safety Professional (CSP) is preferred, but not required.

- Foreman (full time). Shall have a minimum of 5 years' experience working with high voltage and/or DC traction power equipment and a minimum of 2 years' experience actively working in and around an electrified rail transit system; hold a current Journeyman's license through the completion of an industry approved journeyman electrician apprentice program; and the attainment of the position of Foreman for a minimum of 2 years with oversight of a crew of no less than six Journeyman Electricians.

- Journeyman Electricians (full time). Shall have a minimum of 2 years' experience working with high voltage and/or DC traction power equipment and a minimum of 1 year experience actively working in and around and electrified rail transit system; hold a current journeymen's license through the completion of an industry approved journeyman electrician apprentice program.

(d) The following information shall be submitted regarding how the bidder proposes to accomplish the work:

(1) A detailed narrative description of how the bidder proposes to accomplish the work of the Contract including an organization chart with responsibilities including subcontractors.

(2) In accordance with the articles for Progress Schedules, the bidder shall submit its proposed preliminary schedule in sufficient detail to demonstrate that the bidder can accomplish the work within the prescribed period of performance including, if required, any interim

rolling stock contracts valued at more than \$100,000.

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement it will comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

(b) An offeror must submit to the Authority the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Mark the applicable certifications below:

(1) **Certification requirement for procurement of steel, iron, or manufactured products:**

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

(2) **Certification requirement for procurement of buses, other rolling stock and associated equipment:**

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

	c	Jumper Removal/Cutover	LS	\$	\$
	d	Demolition of Existing Switchgear, Equipment, & Ancillary Components	LS	\$	\$
	e	Install Insulation Pad	LS	\$	\$
	f	Furnish, Install, Commission, Test Battery Bank, Chargers, and Ancillary Components	LS	\$	\$
	g	Installation, Commission, Testing of Switchgear, Equipment & Ancillary Components	LS	\$	\$
	h	Furnish SCADA Equipment and Communications Systems	LS	\$	\$
	i	Installation/Commissioning/ Testing of SCADA/Communications System	LS	\$	\$
	j	Test Reports, Manuals, & As Built Drawings	LS	\$	\$
Subtotal for G02-2					\$
007		Training & Software	LS	\$	\$
008		Railroad Protective Liability Waiver Fee	LS	\$ 40,000	\$ 40,000 AM1 AM3
009		TOTAL BASE WORK (Line Items 001, 002, 003, 004, 005, 006, 007, 008)	LS	\$	\$
010		OPTION 1 – Spare Parts	LS	\$	\$
TOTAL BID PRICE (Base Work plus Option 1)				\$	

Notes

* Refer to the Scope Drawings and Specifications. Requirements for each TBS are site specific and will vary.

*** Refer to Clause 2.13 INDEMNIFICATION AND INSURANCE for WMATA Blanket RRPL Program Option.

NOTES TO BIDDERS:

installers, and suppliers (suppliers and subcontractors) in accordance with the Quality Manual and Quality Procedures described in an approved Contractor Quality Management System.

- B. In addition to the QMS and PSQMP, the contractor shall develop, implement and update any plan that fundamentally impacts the satisfactory execution of work or production. These plan(s) shall supplement and shall be integral components of the QMS and PSQMP; to be added to the PSQMP within 10 business days of plan approval.

2.58.5 OVERVIEW OF PROPOSED QUALITY MANAGEMENT SYSTEM:

- A. For the purpose of pre-qualification only, all bidders shall submit a previously utilized QMS/PSQMP from a past, similar, project that was modeled on FTA Quality Management System Guidelines- FTA-PA-27-5194-12.1 or FTA-IT-90-5001-02.1 or ISO 9001:2008 or similar quality control system(s). This shall be submitted with the Phase One Qualifications or Technical Proposal.

2.58.6 SUMMARY OF SUBMITTALS

- A. Quality Management System
1. Finalized Quality Management System (Quality Manual and Quality Procedures) One (1) original and one (1) electronic copy (NTP plus 30 calendar days and when revised)
 2. Finalized Project Specific Quality Management Plan One (1) original and one (1) electronic copy (NTP plus 30 calendar days and when revised)
 3. Daily Quality Reports One (1) original and one (1) electronic copy (Daily)
 4. Summary of Management Review; One (1) original and one (1) electronic copy (monthly during the first six (6) months after NTP; no less than quarterly thereafter)
 5. Review and Disposition of Nonconforming Product One (1) original and one (1) electronic copy (as occurring)
 6. Report of Audit Results including sub/supplier Audits One (1) original and one (1) electronic copy (within five days of the completion of an audit)
 8. Report of Completion of Corrective Actions One (1) original and one (1) electronic copy (within 30 days of an audit). If the corrective action cannot be performed within the 30 days, immediate notification to the Authority shall be made in writing.
 9. Statement of Compliance Quality Certification for Payment Verification One (1) original and one (1) electronic copy (included with each payment request)
 10. Inspection and Test Plans One (1) original and one (1) electronic copy (NTP plus 60 calendar days for Civil and Structural work, others minimum thirty (30) calendar days in advance of the covered work scheduled to start).

2.58.7 QUALITY MANAGER

- A. The Contractor shall provide a part-time Quality Manager to comply with all the requirements of this Clause 2.58. **AM1**

The Quality Manager Shall possess ASQ Certification and be trained as a Lead Auditor in a Registrar Accreditation Board of the American Society for Quality (ASQ) approved course on the requirements of ISO 9001 and with a minimum of 10 years of related experience including a minimum of 5 years of management positions in a production, manufacturing, or construction environment performing QA/QC auditing. **AM 3**

commercial method of shipment from the Contractor's plant to the designated destination point under this Contract, in addition to any charges provided for by (1) above. The Contractor shall also bear the responsibility for the supplies while in transit.

- g. Failure to correct: If the Contractor fails or refuses to (1) present a detailed recommendation for corrective action in accordance with c. above, (2) correct deficiencies in accordance with c.(3) above, or (3) prepare and furnish data and reports in accordance with Paragraph c.(4) above, the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be corrected. If the failure or refusal is not corrected within the specified period, the Contracting Officer may, by contract or otherwise, as required:

(1) Obtain detailed recommendations for corrective action;

(2) (a) Correct the materials, equipment, systems or subsystems, or

(b) Replace the materials, equipment, systems or subsystems; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of non-conforming materials, equipment, systems or subsystems for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expense of care and disposition, as well as for excess costs incurred or to be incurred; and

(3) Obtain applicable data and reports; and charge to the Contractor the cost occasioned to the Authority thereby.

- h. Correction of deficient replacements and reperformances: Any materials or equipment corrected or furnished in replacement and any systems or subsystems revised pursuant to this Article shall also be subject to all the provisions of the Contract to the same extent as materials, equipment, systems or subsystems initially accepted, i.e., for a new 24-month period.

- i. Disassembly/reassembly expense: The Contractor shall be liable for reasonable cost of disassembly/reassembly of larger items necessary to remove the materials or equipment to be inspected and/or returned for correction or replacement.

- j. Warranties:

1. Refer to Clause 1.48 WARRANTY OF CONSTRUCTOIN hereto.

AM3

2. The AR shall perform a Substantial Completion Inspection (SCI) per location. The warranty shall be applied commencing with the SCI date.

- ii. Reports to one or more levels of management above the Contractor's Project Manager.
- iii. Responsible for the Quality Assurance (QA) and Quality Control (QC) for the Project and shall be audited to the Federal Transit Agency's (FTA) quality requirements FTA- IT-90-5001-02.1 standard. **AM1**
- iv. Shall establish, implement, and maintain the Quality Management System, shall report directly to and be supervised by an Officer of the Contractor at a level above that of the Project Manager responsible for the Project, shall serve as a liaison officer with the Authority and the Jurisdictional Authorities on matters relating to the Contractor's quality system, shall be responsible for ensuring that the Quality Management System is effective in ensuring that the Contract requirements are satisfied, and shall be responsible for the oversight of onsite and offsite testing by the Contractor. **AM1**

- v. N/A **AM1**

(5) Safety Superintendent

- i. **AM1**

- ii. Responsible for development of a construction safety plan
- iii. **AM3**

- iv. Shall have specialized training and experience in construction safety supervision and have a thorough knowledge of all OSHA regulations; shall have the ability to develop and conduct safety-training courses; and shall be familiar with industrial hygiene equipment and testing as required for the protection of all personnel and the public.

(6) Foreman (full time)

- i. **AM1**