



WMATA contemplates issuing IFB No.: FQ16012/ER

IFB Title: Provide, Deliver and Install Portable Jacks for Railcars

ADVANCE NOTICE TO BIDDERS

Note: All dates and plans are tentative. The IFB will have the actual information.

Please do not contact WMATA, wait for official publication.

Solicitation Availability: **On or about November 9, 2015**

Pre-Bid Conference: To be determined

Bid Due Date: To be determined

Project Description: Provide, Delivery and Install Portable Jacks for Railcars

Description of Work

The Washington Metropolitan Area Transit Authority (WMATA) requests your bid for the supply, delivery and installation of portable jacks to lift railcars.

The scope of work includes, but is not limited to:

- Manufacture and Delivery of two (2) sets (8 ea per set) 20 metric ton capacity mobile lifting jacks
- Two (2) control panels (consoles), one per each set of eight, to synchronize the operation of the eight (8) jacks.
- The Contractor shall also supply 4 (four) additional 20 metric tons capacity mobile lifting jacks with no control panel (console) that will be used as spares.
- The Contractor shall provide heavy-duty screw type mobile lifts (jacks) to be controlled singularly or in sets of eight (8) by central control panel
- The Contractor shall perform an on-site training class in the maintenance and operation of the jacks within a week after the delivery to the Yard. Day and time will be coordinated closer to delivery date



- The Contractor shall provide a presentation and materials (including computer or laptop computer, projector, etc.) to educate, train, and teach personnel (maximum of 16 students per session) thereby enabling the staff to operate, service, and maintain the equipment satisfactorily.
- The training shall include on-site instructions, twenty (20) handouts manuals per session, classroom aids, and all other items required to satisfactorily train each personnel.
- Practical training on equipment shall occupy a significant portion of all training classes.

Bids Due: To be determined. Shall be delivered to WMATA, Office of Procurement and Materials, Room 3C-02, 600 Fifth Street, NW, Washington, DC 20001.

Pre-Bid Conference, Time and location to be determined

WMATA will have representatives of our procurement, insurance, DBE, Safety, Quality and Infrastructure Renewal in attendance. WMATA certified DBE's are strongly encouraged to attend.

All attendees must provide a WMATA Contractor ID or a government issued identification for entry into the any WMATA facility (cameras, cell phones, computers and other mobile devices are permitted). WMATA have a space restriction for the Pre-bid Conference and will work to accommodate the attendees. **Individuals that plan to attend the Conference are required to send an email to ggufranova@wmata.com 48 hours in advance, with their name, title, company name, mailing address, telephone, and email for each attendee.**

Period of Performance: Anticipated to be NTP + 180 Days

Bonds/Guarantees:

A bid guarantee, in the amount of 5% of the total bid price, is required with the bid if it is greater than \$100,000.

DBE Information:

The solicitation includes a DBE goal of one (1) %. Information on the WMATA DBE program can be found at http://www.wmata.com/business/disadvantaged_business_enterprise/

WMATA will have a DBE office representative on hand at the Pre Bid Conference.

DBE Vendor Directory

http://www.wmata.com/business/disadvantaged_business_enterprise/dbe_search.cfm



Questions regarding WMATA's DBE program may be addressed to DBE. Email contacts preferred. Please cc Contract Administrator at eroper@wmata.com when contacting DBE and Compliance Specialist.

Indemnification and Insurance:

INDEMNIFICATION

1. Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and the Authority, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work and/or any acts in connection with activities to be performed under this contract, unless the loss or damage is due to the sole negligence of the Authority. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any obligation of Contractor under this Contract.
2. Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys' fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the job site; provided, however, that the foregoing indemnity does not apply to loss or damage due to preexisting conditions, whether known or unknown.
3. If any action or proceeding relating to the indemnification required is brought against the Authority, then upon written notice from the Authority to the Contractor, the Contractor shall, at the Contractor's expense, resist or defend such action or proceeding by counsel approved by the Authority in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. The Authority reserves the right to use its own counsel under this indemnity at Contractor's sole cost and expense.
4. Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to the Authority pursuant to this Section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

1. MINIMUM INSURANCE REQUIREMENTS



The following outlines the minimum insurance coverages and limits of insurance for those coverages that Contractor will be required to purchase and maintain. Contractor shall procure, at its sole cost and expense, the minimum required insurance as follows:

1. General Insurance Requirements

- 1) Contractor is required to maintain the insurance coverage(s) outlined in this Section for a period of time commencing the sooner of the execution of this contract, or the start of Work, and continuing through the completion of all work including any and all punch list and warranty work, without interruption.
- 2) The insurance coverage and limits of insurance outlined herein are minimum coverage and limits. Contractor is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and or limits of insurance that Contractor deems prudent and necessary to manage risk in the completion of this contract.
- 3) Upon written request from WMATA, contractor shall provide copies of any and all policy(s) required by these Minimum Insurance Requirements, including all endorsement(s), within 5 business days of such request.
- 4) Receipt, review and communications regarding Certificates of Insurance (COI), Insurance Policy(s), endorsements or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by WMATA.
- 5) Insurance Policies must be written on admitted paper, (unless otherwise indicated herein) with insurance companies having an A. M. Best rating of at least A- VII.
- 6) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 7) Any insurance policy utilizing a Self-Insured Retention (SIR) requires written approval from WMATA.
- 8) Contractor is required to incorporate these Minimum Insurance Requirements into contract requirements of all Sub-contractors of every tier. Contractor, at its sole peril, may amend the insurance for its Sub-contractors, but doing so does not relieve Contractor from its respective liability to WMATA.
- 9) Compliance with these Minimum Insurance Requirements does not relieve Contractor from its respective liability to WMATA, even if that liability exceeds the minimum insurance requirements.

2. Workers' Compensation and Employer's Liability

Required Minimum Limits of Coverage:

Workers' Compensation	Statutory	
Employers' Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee



Required Minimum Coverage(s):

- 1) Workers' Compensation Statutory Coverage must be provided on an "All States" basis.
- 2) Contractor and Sub-contractors of any tier performing work within 500 feet of navigable water must have their Workers' Compensation Policy endorsed to provide coverage for both Jones Act Liability and Longshore and Harbor Workers' Compensation Act Liability.

3. Commercial General Liability

Required Minimum Limits of Coverage:

\$5,000,000	Each Occurrence Limit
\$5,000,000	General Aggregate Limit
\$5,000,000	Products and Completed Operations Limit

Required Minimum Coverage(s):

- 1) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and umbrella/excess liability coverage form(s), provided that the umbrella/excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below. Commercial General Liability and umbrella/excess liability forms must provide defense coverage for additional insureds. The Additional Insured Endorsement shall include Products and Completed Operations Coverage with no limitation on when claims can be made. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 20 10 11 85 or CG 20 26 11 85 as determined by WMATA.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" Section below.
- 5) The definition of "Insured Contract" shall be modified to provide coverage for contractual liability for contracts for construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements.
- 6) Defense Costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all Primary Liability and Umbrella Excess Liability Policies.
- 7) Policy shall be endorsed with ISO endorsement CG 25 03 03 97; "Designated Construction Project(s) General Aggregate Limit", and designate "Any and all construction projects" as the Designated Construction project.



- 8) Policy shall be endorsed with ISO endorsement CG 25 04 03 97; "Designated Location General Aggregate Limit", and designate "Any and all locations" as the Designated Location.

4. Railroad Protective Liability Insurance (RRP)

For work within 50 feet of WMATA railroad tracks or work within WMATA rail stations, Railroad Protective Liability Insurance is required with the following minimum limits of coverage:

\$2,000,000	Each Occurrence Limit
\$6,000,000	Aggregate Limit

Required Minimum Coverage(s):

- 1) Railroad Protective Liability (RRP) policy on a policy form that is acceptable to WMATA, issued by an insurance company that is acceptable to WMATA.
- 2) WMATA shall be the first Named Insured.
- 3) Cost of RRP shall be the sole responsibility of Contractor.
- 4) The "Wet Ink" original RRP policy shall be sent to WMATA at following address:

**Washington Metropolitan Area Transit Authority
Office of Insurance, Room 8F
600 Fifth Street, NW
Washington, DC 20001**

WMATA Blanket RRP Program Option

WMATA may offer to waive the requirement for the Contractor to procure RRP if 1) the work qualifies for coverage under WMATA's blanket RRP program, and 2) the Contractor prepays the RRP waiver fee which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of this Contract. Contractor shall be advised of, and pay the applicable waiver fee, or procure a standalone RRP policy on WMATA's behalf if Contractor decides against the WMATA Blanket RRP Program option.

5. Business Auto Liability

Required Minimum Limits of Coverage:



\$2,000,000	Combined Single Limit
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Required Minimum Coverage(s):

1. Business Auto Liability shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation" Section below.
- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a Primary Business Auto Liability policy and an umbrella/excess liability policy provided that the umbrella/excess liability policy complies with items 1 through 3 above.

6. Additional Insured(s)

Contractor and Sub-contractors of every tier are required to add WMATA, WMATA Board of Directors and Montgomery County as additional insured(s) on all insurance policies purchased by Contractor and Sub-contractors of every tier, including excess liability policy(s), with the exception of Workers' Compensation and Professional Liability.

- 1) Coverage provided to any Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured, including coverage afforded to the WMATA and Montgomery County as an additional insured by Sub-contractors, and from other third parties.
- 2) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 3) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction(s) where the contract scope of work takes place.
- 4) The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 20 10 11 85 or CG 20 26 11 85 as determined by WMATA.

7. Waiver of Subrogation

Contractor and Sub-contractors of every tier are required to have all insurance policies required under these Minimum Insurance Requirements endorsed to waive the respective insurance company's rights of recovery against WMATA, and the WMATA Board of Directors.

- 1) Waiver shall be provided on an endorsement that is acceptable to WMATA.



8. Certificate of Insurance (COI)

Contractor shall provide WMATA an ACORD Certificate of Insurance (COI) and copy of the Additional Insured endorsements as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be emailed to COI@WMATA.COM.

The cert holder box should read:

Washington Metropolitan Area Transit Authority
Office of Insurance, Room 8F
600 Fifth Street, NW
Washington, DC 20001

Additionally;

- 1) Proposed material modifications to insurance required under this Section must be received by WMATA at least 30 days prior to the effective date of the proposed modifications to such insurance.
- 2) WMATA's receipt of copies of any COI, policy endorsements or policies does not relieve Contractor of the obligation to remain in compliance with the requirements of this Section at all times. Contractor's failure to comply with these insurance requirements shall constitute a material breach of this Contract.
- 3) Receipt of the COI does not constitute acceptance of the insurance outlined above.

Type of Contract:

Firm fixed price Contract for the items in the Unit Price Schedule.

IFB availability:

Once the IFB is issued it will be posted on the WMATA website at http://www.wmata.com/business/procurement_and_contracting/solicitations/index.cfm in Adobe Acrobat (.pdf) format. The IFB can be downloaded free of charge.

In order to avoid IFB download problems, please immediately download the latest version of Adobe Acrobat Reader available for free at <http://get.adobe.com/reader/>

Amendments: If any amendments are issued, they will be posted on the WMATA website along with the solicitation.



Buy America Act Certification (Not to be confused with Buy American)

Proposers should be fully cognizant regarding BUY AMERICA.

http://www.fta.dot.gov/legislation_law/12921.html

Contractor Personnel and WMATA Contractor ID

All on site personnel as well as various Contractor's management personnel must have a current WMATA Contractor ID. In order to obtain a WMATA Contractor ID all persons must pass WMATA safety training. WMATA safety training is provided in English only and translators are not allowed. WMATA will provide safety training and Contractor ID's to the successful Contractor team at no cost.

Contact Person: Errol Roper Contract Administrator, eroper@wmata.com voice (202) 962 5870. **Email contacts are strongly preferred. Questions prior to official IFB publication will not be answered. Please wait for official publication.**