



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION Amendment No. 007		2. EFFECTIVE DATE (Same as block 17)	
3. ISSUED BY PURCHASING SECTION Office of Procurement and Materials Charmyne Reid – (202) 962-1476		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. CQ17022 Date <u>09/01/16</u> (See block 7) <input type="checkbox"/> MODIFICATION OF CONTRACT NO. Date _____ (See block 9)	
7. <input checked="" type="checkbox"/> 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 <input type="checkbox"/> extended, <input checked="" 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>1</u> copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; 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 <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. <input 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. <input type="checkbox"/> 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 1.) Amendment 007 transmits Clarifications and Interpretations to RFP No.CQ17022. 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.			
11. <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN _____ 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>William R. Walters</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)	17. DATE SIGNED
		William R. Walters, Jr.	October 14, 2016

**Washington Area Transit Authority (WMATA)
RFP CQ17022_Parking Concessionaire
Amendment 007**

Questions

Q155. RFQ Not RFP. WMATA should re-issue the RFP as a Request for Qualifications (RFQ) and in the RFQ: (i) confirm WMATA's objectives for the proposed transaction; (ii) require responses to the RFQ by a date not earlier than January 15, 2017; (iii) exclude the requirement that respondents submit indicative valuations and preliminary capex plans; and (iv) outline in greater detail the proposed risk allocation under the Concession Agreement, including with respect to: (a) default and termination; (b) termination damages; (c) compensation events; (d) adverse action; (e) delay events and extended force majeure; (f) tax; and (g) operating standards. To the extent information concerning the operating costs and projected capital investment required for the Parking System is available, it should be provided in the RFQ. Such revisions will better assist potential proposers in evaluating the opportunity and organizing appropriate proposer teams. After short-listing proposers pursuant to the RFQ, WMATA should: (x) issue a request for proposals that sets forth (among other things) the criteria for award of the concession and the procedures for tendering a binding bid, and (y) commence negotiations of a "bid form" of the Concession Agreement with one or more short-listed proposers.

A. WMATA is not considering a RFQ at this time and is moving forward with the RFP as structured.

Q156. Concession as “Private Business Use” for Federal Tax Purposes. RFP Section 2.2.12 (Tax Exempt Bonds Used in Parking Facility Construction) states that “[all] proposed agreements must meet IRS regulations on [tax-exempt bonds] to ensure that the tax-exempt bonds [issued to build the Parking Facilities] do not lose their tax exempt status.” Please note that generally a concession would constitute a private business use under section 103 of the Internal Revenue Code and therefore would impair the tax-exempt status of the Parking Facilities bonds. To our knowledge, all parking concessions in the United States have been intended to establish tax ownership by the concessionaire of the assets subject to the concession. Would WMATA please explain why it would not defease the Parking Facilities bonds at closing under the Concession Agreement with proceeds from the upfront payment? Has WMATA alternatively considered carving out from the concession those Parking Facilities that have been built with Parking Facilities bonds and, simultaneously with entering into the Concession Agreement, entering into a qualified management contract with the Concessionaire with respect to such Parking Facilities? Would WMATA please identify the Parking Facilities built with proceeds from tax-exempt bonds and estimate the amount of funds needed to defease such bonds at closing under the Concession Agreement? We note that any requirement to avoid a private business use of the Parking Facilities may substantially reduce the amount of upfront consideration otherwise payable to WMATA.

A. There are five Garages with remaining tax-exempt Bond interests:

Vienna II – Total Debt Service Outstanding: approximately \$10mm

**College Park/Largo/New Carrollton – Total Debt Outstanding:
approximately \$29mm**

Glenmont – Total Debt Outstanding: approximately \$31mm

WMATA seeks proposals from Proposer(s) on how to maximize revenue to WMATA. Proposer(s) should identify which compliance strategy they believe maximizes revenue to WMATA while complying with the tax-exempt bond rules.

Q157.Property and Sales Tax. RFP Section 2.2.11 (WMATA’s Tax Exempt Status; Proposer’s Responsibility) states that “any taxes, assessments or impositions on the Project, including (without limitation) real estate taxes...shall be assumed and paid by the Selected Proposer.” In our experience, parking concessions in the United States have been structured to exempt or hold harmless the concessionaire from certain property and sales tax. Would WMATA please explain why the benefit of its exemption from property and sales tax under Section 78 of the Compact cannot be extended to the Concessionaire? Would WMATA please explain why it would not indemnify the Concessionaire for such tax if assessed or permit the Concessionaire to pass through such tax to users via a surcharge on parking fees? We note that any requirement that the Concessionaire bear the cost of property or sales tax may substantially reduce the amount of upfront consideration otherwise payable to WMATA.

- A. Proposer(s) should determine if any tax liabilities exist and will need to assume responsibility for any taxes that are applicable. In addition, parking fees may not exceed the WMATA Board approved rate structure, inclusive of fee, Jurisdictional surcharge and any additional surcharge.**

Q158. Advanced Conditional Approval of the Concession Agreement. In connection with its issuance of the RFQ, can WMATA procure from its Board (and, if necessary, from FTA) advanced conditional approval of the Concession Agreement subject to its meeting of certain parameters specified by the Board (and, if necessary, FTA), including, for example: (i) the minimum required upfront payment; (ii) a 50-year tariff for parking fees; and (iii) key items of risk transfer? Such conditional approval, obtained early in the procurement, would increase proposer's confidence that the procurement would not be cancelled in the "11th hour" after bids have been prepared. In addition, would WMATA consider paying stipends to short-listed proposers in the event the procurement is cancelled?

A. WMATA will seek Board approval once a term sheet for the Concession Agreement is agreed to, which would include minimum payments, any changes to the proposed parking fees, contract term, and other key transaction terms. It is not appropriate at this time to seek Board approval without first having the Proposers' pricing information and approach to the concession. Timing for seeking Board approval will be after a term sheet has been negotiated, but before additional resources and time is required to complete the Concession Agreement. WMATA has determined a stipend will not be provided to proposers.

Q159.Third-Party Approvals. The RFP’s definition of “Concession Agreement” refers to approval of the Concession Agreement “by . . . any third party whose property is included in that particular Parking Facility.” Would WMATA please describe the nature and extent of third-party approvals (other than approvals by FTA) necessary to make the Concession Agreement effective pursuant to the definition thereof? RFP Section 2.1 states that “[the] concession encompasses 26 gated parking structures and 30 surface parking lots located at MetroRail stations operated by WMATA, for a total of 59,267 parking spaces. . . .”. Would WMATA please publish the number of such gated parking structures and surface parking lots that are subject to a lease (or similar arrangement) with a third party? Would WMATA indicate when it expects to procure such approvals?

A. The garages funded by the jurisdictional surcharges are subject to a lease with the sponsoring jurisdiction only so long as the tax-exempt bonds are outstanding.

Wiehle-Reston East is owned and maintained by Fairfax County. It is operated for the purposes of revenue collection by WMATA under a Memorandum of Understanding. It is not part of the concession other than for a proposer to operate it for the purposes of revenue collection.

WMATA’s Rhode Island Avenue Garage is not subject to a lease (or similar arrangement) with a third parking. WMATA has a Shared Parking Agreement that covers the Developer’s private retail and residential garages.

Q160. Successive Renewals of the Concession Agreement as “Operating Contract” under the Compact. Section 52(i) of the Compact provides that “no operating contract shall be entered into for a term in excess of five years; provided that any such contract may be renewed for successive terms, each of which shall not exceed five years.” WMATA proposes that the parking system concession have a term of 50 years; RFP Section 2.2.1 (Long-Term Agreement) states: “To satisfy WMATA Compact Section 52.i, the 50-year Concession Agreement will be structured as a five (5) year term with automatic recurring renewals for nine (9) successive, 5-year terms.” Would WMATA please indicate whether it has previously relied on self-executing renewals of operating contracts subject to Section 52(i) and, if so, for what duration? Would WMATA please indicate whether it has considered, in connection with entering into the Concession Agreement, also entering into a non-operating ground lease with the Concessionaire for a term of 50 years?

A. WMATA Board of Directors has approved two Lease-In Lease-out Agreements; that include an Operating Contract, with 5-year auto-renewal terms for a total of 14 and 16 years, respectively. Proposal submissions may include a non-operating ground lease structure.

Q161. We would also like to arrange a visit to the Parking Operations Control Center. Can you please forward a Right of Entry Agreement and let us know how we can arrange a visit?

A. Please refer to the response provided for Question 89.

Q162. Will WMATA consider an extension of the due date for proposals?

A. Please refer to the response provided for Question 100.

Q163. Please provide a 5-year history of revenue on a location-by-location basis in addition to ridership data for each station.

A. Please refer to the response provided for Questions 15 and 23 (for revenue) and Question 23 and 85 (for ridership data).

Q164.Please provide volume of monthly contracts sold on average over past 5 years at each location.

A. WMATA is interpreting “monthly contracts” to be monthly reserved parking permits. Please refer to the response provided for Question 13. In addition, volume of monthly contracts sold on average over the past 5 years is not available.

Q165.Please provide ridership projections for next 10 years for each station.

A. Please refer to the response provided for Questions 23 and 85.

Q166. Please provide a list and/or copies of contracts from which the other revenue sources derive from Section 2.2.5.

A. Please refer to the response provided for Questions 43 and 76.

Q167.What is the anticipated process for how will Concessionaire receive funds from those paying with SmartTrip? Given that funds are collected by WMATA there will need to be a reconciliation process assuring that appropriate funds are sent to Concessionaire in a timely manner for parking funds due.

A. The process for revenue collection will be defined within Concession Agreement. WMATA would reconcile SmarTrip® parking funds on a monthly basis as part of the SmarTrip® Clearinghouse, and transmit the parking revenues to the Concessionaire.

Q168.Please provide all structural reports that have been conducted for the facilities. Appendix C indicates that Walker Parking Consultants assessed the facilities - is there additional detailed information that can be provided including cost estimates from this assessment?

A. Please refer to the response provided for Questions 26 and 41.

Q169.Please provide listing of elevators in facilities along with any condition assessments that exist.

A. Please see the attachment entitled “CQ17022_Amendment 7_Question 169” for a list of elevators located in each garage. Condition assessments are not available.

Q170.Please provide 5-year history of repair costs for elevators.

A. This information is not available.

Q171.Page 32 of the RFP indicates that the Wiehle Reston East garage is owned and maintained by Fairfax County. Should this garage be removed from the Concessionaire bid?

A. Please refer to the response provided for Questions 31 and 144. Wiehle Reston East should not be removed.

Q172.Please clarify and Real Estate tax or special assessments that WMATA is aware of that would be due in Section 2.2.11.

A. Please refer to response provided for Questions 48 and 50.

Q173.Please provide information on the tax exempt bonds that are outstanding on facilities.

A. Please refer to the response provided to for Questions 61 and 156.

Q174.Please clarify the scope of safety & security that is expected from Concessionaire. Is Concessionaire responsible for providing security or is this the responsibility of WMATA?

A. Please refer to the response provided for Question 9.

Q175.Are the jurisdictional fees charged flat over the 50 year term? Are the fees paid on both Metro rates and Non-Metro rates?

A. The respective jurisdictional fee surcharges may be adjusted by the associated Jurisdiction with approval by WMATA's Board of Directors following a public hearing. The rates have changed over time and are subject to change in the future. Approval would need to be obtained by WMATA's Board of Directors if they were to change in the future.

The jurisdictional fees are a single, flat fee per parking space use. For Example: Assume the jurisdictional fee is \$1.50/entry. If the price per space for a Metro commuter is \$5.00, the jurisdiction is paid \$1.50. If the price per space for a non-commuter is \$14.00, the jurisdiction is paid \$1.50.

Q176. Do jurisdictional fees apply to monthly customers? If yes, at what rate?

A. Monthly reserved permit customers are subject to the daily parking rate in effect at the parking facility upon exit each day. The jurisdictional surcharge applies to the daily parking rate not the monthly reserved permit fee. The daily parking rate and the monthly reserved permit fee are not bundled.

Q177. Is DC tax (currently 18%) paid on revenue collected in the District of Columbia? If there is an exemption, will this continue under a Concessionaire Agreement?

A. Please refer to response provided for Questions 48 and 50.

Q178. Does WMATA have an exemption on future tax increases in DC (if applicable) and on future new parking taxes implemented by jurisdictions?

A. Please refer to response provided for Questions 48 and 50.

Q179. Some facilities are listed as being over 100% occupancy. Please clarify how this is possible and provide rationale for how facility utilization was calculated.

A. The “parking utilization” is the monthly average number of paid parking transaction divided by the total number of parking spaces available. For example, 100 cars may come in and out of an 85-parking space lot over the course of the day, which will render a 118% parking utilization. “Parking utilization” is not the average number of cars in a Parking Facility at any given time.

Q180. Please provide historical line-item expense information for 5 years on a location-by-location basis. This is particularly important for snow removal and equipment repair.

A. Please refer to the response provided for Questions 15, 23, 44, 45, 45 and 47.

Q181. Please provide all contracts (either revenue producing or services) that the Concessionaire is expected to maintain as a part of the new agreement.

A. Please refer to the response provided for Question 76.

Q182.What is the prior 3 years of citation/fine revenues derived from the 3,445 single space meters and 30 surface lots in the system?

A. Please refer to the response provided for Questions 8, 10, and 11.

Q183.What is the breakdown of collected revenues between SmartTrip, credit card, currency and cash?

A. Please refer to the response provided for Questions 15 and 23.

Q184.Is the Concessionaire able to collect advertising revenues from the assets? This includes both internal and external (billboard) advertising.

A. Please refer to the response provided for Question 43.

Q185.Please provide inventory of PARCS equipment and provide dates as to when they were installed.

A. Please refer to the response provided for Question 23x.

Q186.2.2.10 TOD rights remain with WMATA, but how is new inventory (competing) going to be addressed with Concessionaire.

A. Please refer to the response provided to Question 64. WMATA needs to maintain the flexibility to implement its TOD goals, we seek Proposals that offer solutions to that need. Please reference Page 13 of the RFP, which requires Proposals to include an approach to compensation for removal and addition of assets.

Q187.Will WMATA provide office space for manager and administrative staff?

A. WMATA shall not provide office space.

Q188.Will operator be able to use the existing Parking Operations Control Center?

A. Please refer to the response provided for Question 89.

Q189.Please provide a listing of assets that will transfer to the successful bidder for use during the term of the agreement– specifically looking for items such as office furniture, phone systems, vehicles, computers, etc.

A. WMATA will not transfer office equipment, phone systems, vehicles, or computers to the concessionaire. Assets to be transferred will be limited; an inventory is not available.

Q190.The RFP states on Page 8 that Proposer should develop plans to modernize and improve surveillance systems at parking assets. Please provide a listing of current systems in place.

A. Please see the attachment entitled “CQ17022_Amendment 7_Question 190” for a list of closed circuit video monitors located in each garage.

Each exit gate has a closed-circuit video monitoring that streams to the WMATA Parking Operations Control Center.

WMATA’s Metropolitan Transit Police Department (MTPD) is currently responsible for security, and conducts on site visits at different intervals. The responsibility for security will be transferred to the selected proposer.

Q191.The presentation deck from 9/15 indicates that there is \$1.3 million in “Other Revenue” as some facilities have special arrangements for local patrons and there is Special Event revenue with fees of up to \$25. Please provide the revenue derived from the sources on a location basis and provide any existing agreements as it pertains to this revenue.

A. Please see the response provided for Questions 23 and 43 for details on Other Revenue and Question 76 for contract information.

Special event revenue is included in the Parking fee revenue.

By the approved Tariff, a parking fee may be assessed to charge up to \$25 for parking for special events. A \$15.00 fee will be in effect at the Largo Town Center and Morgan Boulevard stations on Redskins game days, from the scheduled kickoff time until 2 hours after the scheduled end of the game.

Q192.Can WMATA provide the Walker Consulting reports regarding the parking garage condition report?

A. Please refer to the response provided for Questions 26 and 41.

Q193.Who will be responsible for landscaping within the parking facilities? Can WMATA provide the easements and plats designating the specific areas that the future operator is responsible for as it pertains to landscaping and snow removal?

A. Please refer to the response provided for Questions 44 and 45 for snow removal. The Concessionaire will also be responsible for landscaping. A demarcation plan specifying areas of responsibility of the parking facilities will be reflected in the Concession Agreement.

Q194.What year was the existing equipment installed at each the parking facilities?

A. Please refer to the response provided for Question 23x.

Q195.Who handles the enforcement of parking violations? Who collects that revenue?

A. Please refer to the response provided for Questions 8, 9, 10 and 11.

Q196.Will the existing parking equipment, infrastructure, and command center convey to the winning bidder?

A. Please refer to the response provided for Questions 22, 89, and 189. In addition, the Parking Operations Command Center is not included in the concession agreement.

Q197.Page 5 of the RFP states “Concessionaire will provide... necessary capital improvements...” To what standard will the definition “necessary” be held?

A. The Concessionaire is to maintain the parking facilities to the industry standard, and return the facilities to WMATA with a 10-year service life at the end of the concession. Commercial standards and manufacturers recommendations with respect to the maintenance and rehab of structures are to be followed. At no time shall a facility be deemed a risk to the safety of any persons utilizing the facilities.

Q198.What is WMATA’s current fiscal year?

A. WMATA’s fiscal year is from July 1st through June 30th. WMATA is currently in FY2017.

Q199. Referencing page 8 of the RFP, what is WMATA's definition of "remaining usable life"?

A. Please refer to the response provided for Question 73. "Usable life" is the estimated lifespan during which the parking facility will contribute to WMATA's operations through parking fees.

Q200. Can WMATA provide the current "remaining useable life" for each garage?

A. WMATA's facilities are constructed to a standard of a 50-year useful life. The age of each garage facility is provided in Appendix C.

Q201. Can WMATA please provide the past 5 years real estate taxes?

A. WMATA is exempt from state and local taxes by virtue of the WMATA Compact. Compact exemptions do not transfer to a private entity. Concessionaire shall be responsible for all applicable taxes.

Q202. Can WMATA provide the past ten years parking revenues so as to determine trends?

A. Please refer to the response provided for Questions 15 and 23 and Attachment titled CQ17022_Amendment 7_Question 202.

Q203. Where does the SmarTrip card revenue go/How is it routed between Metro and parking revenues? How does the parking vendor receive the revenue when a customer exits the parking facility using their SmarTrip cards?

A. Each SmarTrip® parking exit transaction is recorded within the system by location and encoded with the serial number of the SmarTrip® device accepting the transaction. The fee is deducted from the customer's SmarTrip® account and applied as parking revenue for Metro. The appropriate jurisdiction surcharge is applied to a separate account- it is not included in parking revenue. The specifics of the transfer for revenue to the parking vendor will be determined within the concession agreement per negotiations.

Q204.For bidding purposes, can WMATA provide minimum insurance requirements?

A. Attached as Exhibit K please find WMATA's standard Indemnity Requirements. These Indemnity Requirements would be backed-up (but not limited) by the minimum insurance requirements shown in Exhibit K-1 for regular operations and maintenance, and as shown in Exhibit K-2 during periods of construction activities.

Q205.Can WMATA provide the Concession Agreement?

A. Please refer to the response to Question 17.

Q206.Does WMATA have any requirements for snow removal? If so, what are they?

A. Please refer to the response provided for Questions 44 and 45.

Q207.What percentage of operating budget/expenses is attributed to parking operations?

A. This information will not be provided.

Q208.Will operator have the opportunity to interview and retain current WMATA employees?

A. Following the final Concession Agreement, and subject to compliance with the WMATA Code of Ethics, current WMATA employees can be engaged for this purpose.

Q209.To properly estimate jurisdictional taxes, can SmarTrip revenues by location be provided?

A. Please refer to the response provided for Question 15 and 23.

Q210.Can detail be provided for the CIP multi-year Investments for the parking facilities?

A. Please refer to the response provided for Questions 23ix and 81.

Q211. Will there be allocation of costs for the Metro Police and Command Center to the parking operator?

A. Responsibility for security will be transferred to the selected proposer. Routine costs incurred by the MTPD will not be charged to the concessionaire. The WMATA Parking Operations Control Center will not be part of the concession. The Concessionaire will be responsible for establishing its own Command Center.

Q212. Are credit card fees passed on to the parking operator?

A. The Concessionaire will be responsible for collecting and processing its own credit card transactions and associated fees.

Q213. Are you able to provide 5 years of historical information on the parking facilities, including revenue, operating costs (by major line item, including electricity cost), EBITDA, and capital expenditure by site? Regarding the revenue, please provide a breakdown by type of revenue, categorized at least into Daily Rate, Monthly Permit, Metered, and Other revenue by site.

A. Please refer to the response provided for Questions 23 and 202.

Q214. Do you require the bidder to be teamed up with a parking operator before submitting the first round RFP response?

A. Yes, WMATA does. Please refer to Section 3.1 in the RFP.

Q215. Do you expect to transfer any of WMATA's existing operating contracts on the parking assets to the concessionaire?

A. Please refer to the response provided for Questions 43 and 76.

Q216. Please provide the average parking facility utilization rate by site by time of day. Please provide this average in three categories: working weekday, weekend, and holidays.

A. Please refer to the response provided for Question 5. This information is only available for the working weekday. As parking fees are not collected during the weekend or holidays, utilization is not available.

Q217.How will WMATA value any ongoing or delayed payments it would receive compared to an upfront payment as it compares different cases and offers? If WMATA anticipates using an NPV calculation, please provide the discount rate assumed.

A. WMATA is continuing to develop an internal financial model to support the evaluation of the proposals; in the model we are assessing the discount rate based on risk, market conditions and assets under consideration.

Q218. Section 2.2.1: Is there any precedent at WMATA for executing a contract longer than 5 years in 5 year increments? Compact 52.i does not explicitly contemplate automatic renewals of contracts... what assurance is there that automatic renewals are not subject to board approvals/rejections?

A. Please refer to the response provided for Question 39. One of WMATA's tax-advantaged lease transactions used this structure.

Q219.Section 2.2.2: Confirm that once WMATA board approves the concession agreement's prescribed rate increase schedule and the agreement is executed, it will not have any further authority to alter this schedule.

A. WMATA will propose the terms of the selected proposer to the Board of Directors, including this type of "no further authority" position, as part of a Term Sheet approval. The structure of this aspect of the proposal will be considered further during negotiation of the Concession Agreement, with appropriate terms determined.

Q220.Section 2.2.2: Please confirm the approval process for this concession. Would WMATA board be the final approving authority?

A. WMATA's Board of Directors is the final approving authority. The Board, at their discretion, may choose to give final approval authority to the General Manager.

Q221.Section 2.2.5: What approval process will WMATA take to determine which sources of ancillary revenues are / are not permissible?

A. Ancillary revenues will be defined within the Concession Agreement, as will a definition of those sources that may require additional approval. The approval process will be outlined accordingly.

Q222.Section 2.2.8: How will WMATA value a proposer's anticipated changes to the surveillance system compared to a larger upfront payment?

A. The Proposer is asked to provide a detailed proposal defining those items that are impacting the payment. WMATA is interested in alternative enhancements that will result in a larger upfront payment, while fully meeting the objective of a safe and secure environment for customers.

Q223.Section 2.2.9: Please provide detailed information as to the current state of the various capex items and structures

A. Please refer to the response provided for Questions 26 and 41.

Q224.Section 2.2.11: Please confirm if the WMATA facilities contemplated under the RFP are subject to real estate taxes. If so, please provide the historical real estate tax paid by site over the last 5 years.

A. Please refer to the response provided for Question 201.

Q225.Section 2.2.12: Please provide a breakdown of which facilities were built with tax-exempt funds, and what is the amount of tax exempt bonds still outstanding which were used to finance parking structures?

A. Please refer to the response provided for Question 156.

Q226.Section 3.1: Please provide the weights of the RFP's criteria in regard to the total score that will be used to rank the bidders

A. Please refer to the response provided for Question 87.

Q227.Section 3.2 (section 5): Please clarify whether WMATA is suggesting that it could require the concessionaire to assume control of new assets at its discretion?

A. WMATA does not expect that it has complete discretion to force the Concessionaire to assume control of new assets. However, WMATA assumes that the Concessionaire would want to assume control of new assets, which would be built to similar standards as the existing Parking Facilities or to commercially-approved standards, as new assets are built to replace existing assets. Please also refer to the response provided in Question 64.

Q228.Section 3.3: Does WMATA anticipate negotiating a different concession agreement with each shortlisted preferred bidder as part of the negotiating process during phase 2?

A. WMATA is considering negotiating term sheets tailored to the negotiations with each proposer within the competitive range. The process will be clarified after competitive range determination is made.

Q229.Section 3.3.3: Does WMATA expect preferred bidders to negotiate the concession agreement and secure committed financing in <3 months?

A. Submission of proposals will be extended to December 29, 2016. We will review the 3 month negotiation period based on the proposals received.

Q230.Section 4.1: What assurance can WMATA provide that its service won't materially change going forward?

A. WMATA's mission has not changed – to operate and maintain a safe, reliable and effective transit system that enhances mobility, improves the quality of life, and stimulates economic development in the Washington metropolitan area.

WMATA's focus is to maintain reliable service on MetroRail during all periods and increase capacity during peak periods, which will lead to increased ridership. The current SafeTrack operation is an accelerated track work plan to address safety recommendations and rehabilitate the Metrorail system to improve safety and reliability. SafeTrack surges are scheduled to conclude in March of 2017, after which point Metrorail's objective is to return to full operations.

WMATA has issued a Public Hearing Notice pertaining to service hours of Metrorail. The impact to parking revenue for the initiatives under discussion are minimal. The purpose is to allow a greater number of hours for track work, which will increase service reliability and lead to increased customer utilization for both Metrorail and parking.

Momentum is WMATA's vision for the future. Building on the important work underway to rebuild the system, the strategic plan looks beyond today's trends and lays out near-term goals for 2025 along with the steps that Metro must take to prepare for coming growth. In

addition, the Dulles corridor extension is scheduled to be complete in late 2019. For riders, Momentum and the extension will mean more trains and reduced crowding, while growing ridership and parking usage.

The strategic plan is available at:

<http://www.wmata.com/momentum/index.cfm>Q231. Appendix D, Section C: Please confirm that this clause does not apply to any advisors/consultants hired by the bidder to support them on the project.

A. This clause does not apply to any advisors/consultants hired by the bidder to support them on their project proposal.

Q232. Please clarify the definition of the term “Selected Proposer” as it relates to the preferred bidders mentioned in the RFP.

A. The terms Selected Proposer and “preferred bidders” are synonymous in reference to this RFP.

Q233. Please confirm that the references to Section 4.19 (regarding change in proposer ownership structure) made in 3.2 Section 8 B, 4.10 C and 4.10 D are intended to refer to section 4.20.

A. References to Section 4.19 – Inspection of Accounting Records made in 3.2 Section 8 B, 4.10 C and 4. 10 is referenced incorrectly. The correct reference is Section 4.20 - Change in Composition of Proposer Team/Concessionaire.

END OF AMENDMENT 007