


**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
600 Fifth Street, NW, Washington, DC 20001
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. AMENDMENT / MODIFICATION NO. 001		2. EFFECTIVE DATE July 15, 2015	
3. ISSUED BY Office of Procurement and Materials 600 Fifth Street, NW, 3 rd Floor Washington, DC 20001		4. ADMINISTERED BY (if other than block 3) Allison R. Robertson Contracting Officer PRMT	
5. CONTRACTOR NAME AND ADDRESS		6. FORM TYPE (CHECK ONLY ONE) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION No FQ15231 DATED June 26, 2015 (see block 7) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT NO CQ11011 DATED (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 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 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) <p align="center">N/A</p>			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> Change Order is issued pursuant to _____ The Changes set forth in block 10 are made to the above numbered contract/order. (b) <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. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to _____			
10. DESCRIPTION OF AMENDMENT/MODIFICATION. <p align="center">This Amendment No. 001 to RFP No. FQ15231 provides answers to questions posed by contractors. See the attached pages for all questions and answers. All other terms and conditions of the initial RFP No. FQ15231 remain in full force and effect. END OF AMENDMENT 001 (Except as provided herein, all terms and conditions of the document referenced in block 6, remain in full force and effect through the contract period.)</p>			
11. CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPY(IES) 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)		12. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY  (Signature of person authorized to sign)	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	15. NAME OF CONTRACTING OFFICER (Type or print) Allison R. Robertson	17. DATE SIGNED July 15, 2015

RFP No. FQ15231
On-Call Legal Services

WMATA Answers to Questions from Contractors

1. How will this contract relate to the current contract (CQ15099 from Dec 2014, which included Employment Law and Litigation), as it seems Civil Rights/Employment work is part of this RFP's Complex Litigation section? Will that contract continue or will this one take control?

Answer: The two contracts do not relate to each other. WMATA reserves the right to solicit Civil Rights/Employment litigation services under either contract.

2. What other types of Complex Litigation does this contract include besides employment/civil rights?

Answer: The potential types of litigation cannot be determined in advance. Any piece of litigation that requires the expertise of experienced litigators could be included here or in the subject-matter specific panel. By way of example, and not limitation, WMATA has used the complex litigation panel to: defend breach of contract actions; prosecute breach of contract actions; defend False Claims Act actions; prosecute creditor actions in federal bankruptcy courts; and sue insurance companies for coverage.

3. Does WMATA require a DBE plan (para 22) submitted with this RFP, since WMATA says the DBE requirement will be satisfied at the task order level, and in past contract Q/As, WMATA has clarified that these fees will not necessarily be covered by federal funds, or be greater than \$100,000 per task order?

Answer: See No. 24 below.

4. Is certification being requested for 17c2? (SAM good standing)?

Answer: WMATA verifies the evidence of 17c2 (SAM), not the contractor.

5. Our firm has a question relating to the request for proposal related to complex litigation. Specifically, can you please let us know the anticipated percentage of complex litigation that will be commercial in nature versus litigation involving an individual?

Answer: The potential types of litigation cannot be determined in advance.

6. On page 9 and paragraph 10 of the RFP, the proposal format indicates that Volumes 1 and 2 should be unbound. However, it also mentions that Volumes 1, 2 and 3 will be separately bound. If the proposer submits a hard copy of the proposal, should volumes 1 and 2 be bound or unbound?

Answer: The proposal should be emailed. If not emailed, please submit proposals via electronic format (USB drive, disk drive).

The purpose of the language on Page 9, Paragraph 10 is to ensure separation of Volumes I, II, and III from each other. This language was used when paper proposals were submitted (or papyrus).

Volumes, I, II, and III should be submitted as separate files.

7. On page 10, original completed signed solicitation documents are required for submission. If an Offeror submits their response via email; should we send the original signed documents via mail as well? Or will the email submission be sufficient?

Answer: Emails with attached signed documents are sufficient.

8. On page 12, the third technical evaluation criteria states, “Demonstrated previous successful efforts to partner with In-house counsel. Acknowledgement required; bonus for example/references.” Is there a weight associated with this criterion? Please clarify what types of “acknowledgements” are acceptable for submittal.

Answer: There is no weight associated with this criterion. However, between two evenly scored proposals where one presented an acknowledgement/references and one did not, the one presenting documentation would be evaluated more favorably. To meet this criteria, contractors must submit a written statement with references (if available) in Volume II – Technical Proposals.

9. On page 15, the RFP states that there is no DBE goal and that WMATA intends on issuing the DBE goal with each task order. Please confirm whether or not we should submit DBE documentation including: the Schedule of DBE Participation, Letter of Intent to Perform as a Subcontractor/Joint Venture and the DBE Unavailability Certification?

Answer: See answer to No. 24 below.

10. On page 16, the RFP states that, “the DBE requirement will be determined at the task order level with a projected value of \$100,000 or more.” As a result, can the DBE plan be submitted when a task order is issued rather than with the proposal?

Answer: See answer to No. 24 below.

11. Attachment II, “Unit Price Schedule” is set up for blended hourly rates. Can we included alternative fee structures with the price proposal (i.e. discounted hourly rates)?

Answer: Alternative fee structures will be considered on a Task Order basis. WMATA recommends proposing your best price as the blended hourly rate.

12. Within the Statement of Work, it states that WMATA will not pay for the use of associates lower than a fourth year associate without the prior written approval of WMATA. For purposes of the proposal, can associates less than a fourth year be included on the team, with the understanding that such associates will need to be approved for each task order?

Answer: WMATA recommends you submit your best proposal.

13. Within the Statement of Work, it indicates that attorneys must collectively be admitted to practice in DC, Maryland and Virginia. Are attorneys who are not admitted in DC, Maryland or Virginia allowed to be on the team; provided that there are also other attorneys on the team admitted in DC, Maryland and Virginia?

Answer: Yes.

14. Given that there is no “price” attached to this solicitation, should the Representations and Certifications that are required at a certain dollar threshold be made now or at the time of issuance of a task order?

Answer: Now – as part of the proposal.

15. Some of the contractual terms included the RFP’s General Provisions section are not normally included in a professional services contract and do not seem to apply. For example, Chapters III (Acceptance/Inspections/Deficiencies), IV (Changes/Pricing Adjustments), really contains construction provisions. Will they be included in the terms for a contract awarded under this RFP?

Answer: Paragraph 5 – *Corrections of Deficiencies and Warranty* is hereby deleted in its entirety. The revised pages are attached to this amendment to the RFP. All other sections referenced in the question remain unchanged and will be included in the terms of the awarded contract.

16. If submitting proposals for multiple panel areas, should we submit a separate proposal (all three volumes) for each area? If we are to submit only one proposal that incorporates multiple panel areas, should we break out the Technical Proposal for each in one Volume II or create multiple Volume II's?

Answer: See Page 10, Paragraph 10 c. of the RFP regarding technical proposals. It is not necessary to repeat the same information about the firm when proposing multiple panels.

17. Do we need to identify proposed legal teams for each panel area in addition to the Lead Counsel, or only Lead Counsel?

Answer: Please refer to the Evaluation Criteria on Page 12 of the RFP and submit your best proposal.

18. In RFP FQ15231, Attachment I, Scope of Services for Outside Counsel, the description of legal services in the area of Complex Litigation includes the statement that Retained Counsel will be expected to have “recent and extensive experience in litigating complex matters, including but not limited to counseling and litigation of a variety of employment and civil rights actions.”

In April 2015, WMATA awarded Basic Ordering Agreement Contracts pursuant to RFP CQ15099 that included awards for “Employment Law Advice & Litigation.”

How does the work in the area of “counseling and litigation of a variety of employment and civil rights actions” contemplated to be awarded under RFP FQ15231 differ from the work in the area of employment law advice and litigation already awarded pursuant to RFP CQ15099? Was the reference to employment counseling and litigation perhaps included erroneously in Attachment I to the current RFP? Is it contemplated that the awards under the two RFPs will overlap in the area of employment counseling and litigation?

Answer: See answer to Questions 1 and 2.

19. What will be the impact on the evaluation of a proposal if the proposer takes exception to paragraph 1 of the Section marked “Indemnification” on page 53 of the Request for Proposals, to the extent that clause changes liability standards where there is contributory negligence by WMATA? This question is posed because of the impact that the Indemnification clause in the RFP would have on the availability of our professional liability insurance.

Answer: This question is unclear. See Page 12, Paragraph 14 – *Evaluation Criteria and Basis for Award*. Also see Page 10, Paragraph 10 (d) of *Proposal Format Instructions/Requirements* regarding exceptions to the existing language and/or requirements in the RFP.

20. Will WMATA provide information about the hourly rates chargeable on awarded contracts or task orders in the last two years for the provision of on-call legal services?

Answer: No.

21. In connection with the above named RFP, can you please provide the names of the law firms who have done work for each of the panels during the last two years?

Answer: See Question No. 29 below with table provided.

22. With regard to the description of complex litigation on page 6 of the scope of services, can you please indicate examples of the types of employment and civil rights matters typically faced by WMATA?

Answer: The potential types of complex litigation, employment, and civil rights matters cannot be determined in advance. WMATA recommends submitting a proposal showing the firm's experience in complex litigation, employment and civil rights matters.

23. Although it is stated that email is the preferred form of submission, other areas of the RFP seem to require printed copies. Would you please clarify if printed copies are also required in addition to emailed submissions and if so, how many copies?

Answer: Emailed versions are preferred. No printed copies are required if all required, signed documentation is emailed. One electronic version is sufficient.

24. Since our firm does not qualify as an SBE nor DBE, does including ... "a plan on how the proposer will meet the Disadvantaged Business Enterprise requirement if it receives a Task Order with a projected value of \$100,000 or more funded with federal funds" (p. 13)... in our Technical Proposal eliminate any requirement for completion/submission of the DBE/SBE forms included with the RFP (p. 16)?

Answer: The proposal should include the firm's plan to meet DBE goals. The DBE forms, however, are only required when there is a DBE requirement with a task order.

25. At what point is a DBE plan required? Page 13 indicates that a DBE plan must be completed as part of the technical proposal, however page 16 indicates that the provision of Appendix B (Schedule of DBE Participation) do not become applicable and forms do not have to be completed, unless the total proposal price is \$100,000 or more.

Answer: See No. 24 above.

26. Appendix B indicates that the bidder must agree to the DBE goal for this contract, yet the goal percentage has not been established nor has the value of the contract. Would you please clarify?

Answer: DBE goals are established at the task order level.

27. Is a DBE plan required upon issuance of each task order?

Answer: See No. 24 above.

28. Should email submissions go to you at this email address?

Answer: See Page 2 of the RFP. All correspondence regarding FQ15231 should be emailed to cspollen@wmata.com.

29. Can WMATA provide the names of the law firms who have done work for each of the panels during the last two years?

Answer: See the following table.

Federal & Jurisdictional Agreements	<ol style="list-style-type: none"> 1. Thompson Coburn LLC 2. Butler Snow LLP 3. Akin Gump Strauss Hauer & Feld
Complex Motor Vehicle Liability	<ol style="list-style-type: none"> 1. Wilson Elser 2. Bregman, Berbert, Schwartz & Gilday 3. Tydings & Rosenberg LLP 4. Offit Kurman PA
Complex Business	<ol style="list-style-type: none"> 1. Venable LLP 2. Holland and Knight LLP 3. Butler Snow LLP 4. Akin Gump Hauer & Feld 5. Arent Fox LLP
Employment Law	<ol style="list-style-type: none"> 1. Akin Gump Strauss Hauer & Feld 2. Arent Fox LLP 3. Seyfarth Shaw LLP 4. Tydings & Rosenberg LLP 5. Venable LLP
Design/Build Procurement	<ol style="list-style-type: none"> 1. Akerman Senterfitt LLP 2. Seyfarth Shaw LLP 3. Alston Bird LLP
Regulated Utilities	<ol style="list-style-type: none"> 1. Alston Bird LLP 2. Ballard Spahr LLP
Telecommunications	<ol style="list-style-type: none"> 1. Venable LLP 2. Ballard Spahr LLP 3. Arent Fox LLP
Real Estate	<ol style="list-style-type: none"> 1. Bregman, Berbert, Schwartz & Gilday 2. Ballard Spahr LLP 3. Arent Fox LLP
Complex Litigation	<ol style="list-style-type: none"> 1. Thompson Coburn LLP 2. Bryan Cave LLP 3. Arent Fox LLP 4. Venable LLP
Immigration	<ol style="list-style-type: none"> 1. Whiteford, Taylor & Preston LLP 2. Jackson Lewis LLP 3. Robinson Kirlaw & Associates

2. **INSPECTION OF SUPPLIES**

Not used.

3. **ACCEPTANCE OF SUPPLIES**

Not used.

4. **NEW MATERIAL [SUPPLIES]**

Not used.

5. **CORRECTION OF DEFICIENCIES & WARRANTY – Not used**

~~(a) Notwithstanding anything to the contrary otherwise set forth in this Contract, all workmanship, parts and materials furnished for all the Work shall be unconditionally warranted against failures or defects for a period of one (1) year after the item supplied is accepted, or placed in service, by the Authority, whichever is earlier. The Contractor shall accept the Authority's records with respect to the date the item was placed in service.~~

~~(b) In the event that any Work covered by the warranty provisions fails during the warranty period, the Contractor shall repair or replace the work within ten (10) business days without cost or expense to the Authority.~~

~~(c) The warranty will not apply to the extent that such failure is caused by user abuse.~~

~~(d) Should the Contractor shall fail to repair or replace any part or do any Work in accordance with the terms of the warranty, or if immediate replacement or Work is necessary to maintain operation of the item supplied, the Authority shall have the right to cause such replacement to be made, utilizing its own forces and/or those of third parties as the Authority shall reasonably deem appropriate, such work being at the expense of the Contractor.~~

~~(e) Each piece of equipment, component or part thereof that is replaced, repaired, serviced in any manner under the terms of warranty by the Contractor during the warranty period shall be reported to the Contracting Officer on forms supplied by the Authority. Each report shall indicate in detail all repairs, adjustments and servicing to each and every component, unit or parts thereof.~~

~~(e) Any warranty or retrofit work shall be accomplished with minimum disruption to Authority operations and its maintenance and service facilities. The Authority shall at its sole discretion determine the availability of facilities for warranty or retrofit work.~~

~~(e) The Contractor shall make available adequate service facilities, including spare parts, for all the items supplied. Trained technical service personnel shall be available to the Authority sufficient to meet its warranty obligations.~~

~~(1) The Contractor shall provide field service representatives who are competent and fully qualified in the maintenance and operation of the supplied items. These field service representatives shall assist the Authority in overcoming any difficulties in the operation or maintenance of the items supplied. They~~

~~shall further serve as on-site representatives of the Contractor for any component failure claims or warranty claims against the Contract.~~
(2) ~~During the warranty period, a field service representative shall be available within 24 hours.~~

(h) ~~The rights of the Authority set forth in this Article shall be in addition to those set forth elsewhere in this Contract or otherwise at law or equity.~~

6. **FIRST ARTICLE INSPECTION**

Not used.

7. **F.O.B. DESTINATION**

(a) Unless otherwise specified, the Contractor shall furnish all supplies to be delivered under this Contract "f.o.b. destination". As used herein, "f.o.b. destination" means:

- (1) Free of expense to WMATA on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. WMATA shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of WMATA acting in its contractual capacity. If the Contractor uses a rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall:

- (1) Pack and mark the shipment to comply with contract specification;
- (2) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (3) Prepare and distribute commercial bills of lading;
- (4) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (5) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the Contract;
- (6) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (7) Pay and bear all charges to the specified point of delivery.

8. **QUALITY ASSURANCE/QUALITY CONTROL**

The Contractor shall be responsible for quality assurance and for assuring that the Work conforms to the requirements of the Contract Documents. The Contractor shall maintain an effective and economical quality control program planned and developed in conjunction with other Contractor functions necessary to satisfy the Contract requirements. The quality