



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION <p align="center">Amendment No. 001</p>	2. EFFECTIVE <p align="center">(Same as block 17)</p>		
3. ISSUED BY PURCHASING SECTION <p align="center">Office of Procurement and Materials Allison Robertson (202)962-5240</p>	4. ADMINISTERED BY (If other than block 3)		
5. CONTRACTOR NAME AND ADDRESS <small>(Street, city, county, state, and Zip Code)</small>	6. FORM TYPE <small>(Check only one)</small> <input checked="" type="checkbox"/> Amendment Of Solicitation No. CQ-16068 Date <u>11/9/15</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"/> is 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> copy 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). This Amendment answers Questions as proposed by Prospective Offerors. Answers are provided on Page 2 of this Amendment. 2). All other terms and conditions remain unchanged. <p align="center"><small>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.</small></p>			
11. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		
12. NAME OF CONTRACTOR/OFFICE BY _____ <small>(Signature of person authorized to sign)</small>	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY _____ <small>(Signature of Contracting Officer)</small>		
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print) Allison Robertson, MBA, CFCM	17. DATE SIGNED 18 November 2015

1. Who is the incumbent Consultant organization(s)?
Answer: There is no incumbent on this contract. The efficiency Contractor was awarded under CQ15241 and this information is publically available.
2. To whom do they report? Please provide title and department(s).
Answer: See #1 above.
3. What is the scope of their engagement(s) with WMATA?
Answer: See #1 above
4. What is the term of their periods of performance?
Answer: See #1 above
5. What are the dollar amounts of their engagement contracts with WMATA?
Answer: See #1 above
6. Are these engagements funded with federal funds and if so, what percentage comes from federal funding grants?
Answer: No federal funds were used on CQ15241 nor will be used on this solicitation.
7. In reference to: Pricing – page 7, par 1.c “The Authority contemplates award of a Firm Fixed Price contract”. Page 76, Compensation For Services Provided, first paragraph “The Contractor shall be paid a retainer for top level expertise and multi-disciplinary team expertise to ensure a coordinated approach to any task is efficient and cost-effective. It is understood that an hourly rate per team member is acceptable”.
 - a. Please clarify how the Authority understands a retainer and hourly rates per team member would apply under this contract? Is the Authority requesting the consultant to propose an all-inclusive monthly retainer rate to include all members of our proposed team?
Answer: Offerors shall propose at a level of detail that allows WMATA to see the hourly rate and estimated hours proposed for the work. This sum total must reflect an all-inclusive rate and eventual Firm Fixed Price (FFP).
 - b. If a retainer is accepted by the Authority, is it expected that the consultant’s monthly invoice will reflect the consultant’s proposed and accepted retainer rate with no supporting detail of hours and hourly rates?
Answer: See answer a. above. Supporting detail must be provided.
 - c. If a retainer is accepted by the Authority, is it expected that travel and subsistence costs will be included in the retainer rate?
Answer: See answer a above.
 - d. If hourly rates are accepted, is it correct to assume that consultant monthly invoices will include detail of hours, hourly rates and actual travel and subsistence costs?
Answer: See answer a above.
8. In reference to Professional Liability Insurance Coverage – page 48 of the RFP. Our firm maintains Professional Liability Insurance in the amount of \$3,000,000.
 - a. Would the Authority accept a lower coverage amount of \$3,000,000?
Answer: Any exceptions to Terms must be outlined in Volume III of your submission.
 - b. If the Authority is not willing to accept a lower coverage amount of \$3,000,000, would the Authority be willing to reimburse the consultant for the additional coverage costs for the period including the base contract of 6 months plus the 1 year option, plus the 5 years following final acceptance of the consultant’s work? The estimated increased premium is \$8,000 per year for a total cost for the 6.5 year period of approximately \$52,000.
Answer: See answer a. above.

9. It is expected that our team will spend considerable time at WMATA's Headquarters Office. Will the Authority provide working space with 2 to 3 desks, for the consultant team?

Answer: Workspace can and will be provided.

10. Is the Advisor Team expected to consider both the bus and rail systems?

Answer: The Advisor Team is expected to consider the entire Authority operations in its proposed approach.

11. On page 73 of the RFP one of the duties described is to "[a]dvice the GM/CEO and Special Task Force on resolution strategies for potential complex financial and operational restructuring matters...." Including "preparing any necessary pleadings....and, if necessary support for litigation from inception through final appeal, up to and including counsel about appropriate litigation resolution of any such litigation." We understand this means strategic (or business) advice that may relate to litigation, as opposed to legal advice (from a qualified attorney)?

Answer: That is a correct assumption.

12. Are the consultants engaged to conduct the "Efficiency Study" also eligible to be awarded this contract?

Answer: No. As currently written in the Technical Specifications, the Efficiency Study Contractor and Strategic Advisor will be balancing one another to achieve the desired outcomes as defined. WMATA will not have the same Contractor do both pieces of work, as there is a need for interdependency along with a formal check and balance between both Contractors.

13. A number of the duties listed are related to recommendations anticipated to be made by the contractors retained to conduct the Efficiency Study. Can you describe the ways in which you envision the Strategic Executive Advisor working with the contractor recently awarded the contract for the Efficiency Study?

Answer: No. It is the Offeror that shall propose their methodology based on their expertise in how the Strategic Advisor is to work with the Contractor awarded the Efficiency Study.

14. The Strategic Executive Advisor is expected to produce a comprehensive public report utilizing existing data and reports. Can the Authority identify what data and reports will be made available for this purpose?

Answer: The Offeror shall delineate the data needed to produce the report.

15. The comprehensive public report is expected to include a comparison of WMATA with other transit systems on various performance and operational metrics, with the comparisons to be based on the work/report to be prepared under the Efficiency Study now underway. Can you specify what the contractor in the Efficiency Study has been asked to prepare with respect to this comparison to other transit systems, and when the Efficiency Study contractor is expected to conclude such work?

Answer: The scope of work for CQ15241 is available publically on wmata.com under "Closed Solicitations". The Contractor is expected to complete Phase 1 in the timeframe as identified.

16. What was the actual start date of the Efficiency Study, and what is the anticipated conclusion date of Phase 1 of the Efficiency Study?

Answer: The start date has already occurred, and the Contractor is presently working. The anticipated phase 1 is expected to be completed in the timeframe as identified in Q15 above.

17. Will the deadline for the draft of the comprehensive public report (90 days after the Strategic Executive Advisor begins work) be adjusted depending upon the conclusion date of Phase 1 of the Efficiency Study?

Answer: Offerors must propose any exceptions to the terms and conditions or Technical Specifications in Volume III of their proposal.

18. The RFP notes that the Strategic Executive Advisor's advice to the GM/CEO and Special Task Force may include collaboration with the Authority General Counsel on negotiation, mediation, and (if necessary) "preparing any necessary pleadings as approved by the Authority" and "support for litigation from inception through final appeal." Should the Strategic Executive Advisor be prepared to represent the Authority in such litigation, and if so, how should related legal costs be incorporated into the proposal?

Answer: No, the Advisor will not represent the Authority in litigation.

19. For the "road show" presentations to creditors, stakeholders, and the general public described in the RFP, how many such sessions are anticipated?

Answer: Offeror shall propose their recommendations as a part of the methodology in Volume II.

20. To what extent and in what ways does the Authority expect that the Strategic Executive Advisor will collaborate with the Federal Transit Administration (FTA) under FTA's recent Safety Directive 16-1?

Answer: It is unknown at this time. The Offeror shall propose their recommendations as a part of the methodology in Volume II.

21. The RFP provides that there will be "informal communication and access to the Board, the Special Task Force, and the efficiency contractor." Does WMATA have a perspective on whether there is a potential conflict of interest between the contractors completing the efficiency study, and the individual or vendor chosen to serve as the advisor?

Answer: See Answer Q12 above.

22. Can WMATA provide a general sense of the budget available for this requirement?

Answer: No.

23. Not all commercial vendors offer hourly pricing; can bidders complete the Pricing Spreadsheet in accordance with their standard commercial practices and provide weekly rates?

Answer: Offerors must complete the Price Schedule format as denoted in the solicitation. Any exceptions must be identified.