



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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION Amendment 1		2. EFFECTIVE DATE 03/17/2017 (Same as block 17)	
3. ISSUED BY PURCHASING SECTION Joe Cumpian 3G -04 JGB Department of Procurement		4. ADMINISTERED BY (If other than block 3)	
5. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and Zip Code) To All Potential Offerors		6. FORM TYPE (Check only one) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. <u>CQ17106/KAM</u> DATE <u>03/07/2017</u> <input type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. _____ DATE _____ (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 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 (a) <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. (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 authority of _____ It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION (a) RFP No. CQ17106/KAM for Travel Training for People with Disabilities is amended to include changes in the Terms and Conditions Section 8 Liquidated Damages for Delay, paragraph B, page 35 and Section 3.1 Section E of the Statement of Work page 88. (b) Changes are denoted with a ## symbol at the beginning and ending of each changed paragraph per appendix A. 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 checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN <u>1</u> COPIES TO ISSUING OFFICE.		12. <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>Joe Cumpian</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) Joe Cumpian	17. DATE SIGNED 3/17/17

6. OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) WMATA may extend the term of this Contract by written notice to the Contractor within a reasonable amount of time exercising the option, provided that WMATA gives the Contractor a preliminary notice of its intent to extend within a reasonable amount of time before the Contract expires. The preliminary notice does not commit WMATA to the extension.
- (b) If WMATA exercises this option, the extended Contract shall include this option article.
- (c) The total duration of this Contract, including any options under this article shall be reasonable as determined by the Contracting Officer in consultation with counsel (COUN).

7. OPTIONS EXERCISED OUT OF SEQUENCE

WMATA may exercise options at any time, including during the base period, and in any sequence, even if it varies from the sequence stated in the Price Schedule. The Contractor may be entitled to an equitable adjustment in the Contract price, if exercising the option out of sequence causes any undue delay in performance of this Contract. If options are extended during the base period or out of sequence, any previously agreed to economic price adjustment for exercise of the option may not apply, at the Contracting Officer's discretion.

8. LIQUIDATED DAMAGES FOR DELAY (See Scope of Work for Calculations)

- (a) *Time is of the essence to this Contract.* In the event of a delay under this Contract beyond the period of performance or beyond the period to which such time may be extended by the Contracting Officer, the Authority shall be paid damages for such delay. Since the amount of such damages and the loss to the Authority will be extremely difficult to ascertain, it is hereby expressly agreed that such damages will be liquidated and paid as follows:
- (b) ##In the event that the minimum standards as set forth above are not met in a given month, Contractor shall inform WMATA as part of its monthly progress report. The Contractor will provide reason as to why standard was not met. A corrective action plan will be provided by the Contractor that fails to meet the minimum standards for two consecutive monthly reporting periods for review and approval by WMATA. Approved corrective action plan must be implemented immediately and any shortfalls fully mitigated within ninety (90) days of issuance. If goal is not met for 3 months during any contract period liquidated damages will be assessed. Liquidated damages will be assessed at \$250 per each number of trainees under the minimum required standard for that 3 month period.##
- (c) The Authority shall have the right to deduct such liquidated damages from any monies due or which may become due to the Contractor under this Contract. If the amount that becomes due is less than liquidated damages due to the Authority, the Contractor shall pay the difference upon the Contracting Officer's demand.

- 4) Number of MetroAccess trips prior to training
- 5) Number of MetroAccess trips 90 days post training
- 6) Number of MetroAccess trips 1 year post training
- 7) Delta expressed in percentage of reduction or increase

3.1 PERFORMANCE STANDARDS AND INCENTIVES

- a. Contractor will maintain full-time travel trainers (five (5) for Maryland/DC contract and two (2) for Virginia contract) and ensure a minimum one hundred percent (100%) availability of travel training staff at all times. Contractor will provide training to other staff to ensure at least two (2) trained and experienced substitutions can be made in the event of short-term absences such as illness, vacation or separation from employment.
- b. When contract employee leaves the employment of the contractor, a replacement employee must be hired within 30 days. WMATA reserves the right to vet and approve all candidates who are hired to work on the contract. WMATA also reserves the right to remove any contract personnel who are not meeting the expectations of the contract; where multiple justifiable complaints on the incumbent is received from staff or customers; or if incumbent is arrested and/or charged with any crimes of a sexual or abusive nature to include domestic violence.
- c. All contract employees must successfully pass a WMATA background check.
- d. Contractor will maintain a one hundred percent (100%) completion rate for the required minimum number of persons trained each month based on the yearly requirement stated in §2.1.1(e) above (DC/Maryland $300 \div 12 = 25$), (Virginia $200 \div 12 = 17$).
- e. ##In the event that the minimum standards as set forth above are not met in a given month, Contractor shall inform WMATA as part of its monthly progress report. The Contractor will provide reason as to why standard was not met. A corrective action plan will be provided by the Contractor that fails to meet the minimum standards for two consecutive monthly reporting periods for review and approval by WMATA. Approved corrective action plan must be implemented immediately and any shortfalls fully mitigated within ninety (90) days of issuance. If goal is not met for 3 months during any contract period liquidated damages will be assessed. Liquidated damages will be assessed at \$250 per each number of trainees under the minimum required standard for that 3 month period.##

4.1 CONFIDENTIALITY

- a. Contractor staff will have ready access to confidential personal information about customers in the routine performance of their jobs. This information is considered privileged, and shall not be used or divulged by the Contractor for any purposes unrelated to the performance of services under this contract.
- a. Breach of confidentiality shall be grounds for termination.

5.1 PERIOD OF PERFORMANCE