



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

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Amendment No. 002		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. CQ18077 Date <u>12/14/17</u> (See block 7)  <input type="checkbox"/> MODIFICATION OF CONTRACT NO. Date _____ (See block 9)	
7. <input checked="" type="checkbox"/> <b>THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b> 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  <p style="text-align: center;">This Amendment transmits Clarifications and Interpretations to RFP CQ18077.</p>  <p style="text-align: center;">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.</p>			
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 _____ (Signature of Contracting Officer)	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print)  Charmyne D. Reid	17. DATE SIGNED  December 28, 2017

**Washington Area Transit Authority (WMATA)  
RFP CQ18077\_ MiFare Custom Cards  
Amendment 002**

**Questions**

- Q9.** What sequence number do they want us to use?
- A.** **Batch sequence numbers are provided by the Offeror. (Page 99 of the RFP states “WMATA prefers card serial numbers to be in sequential order, if possible.”)**
- Q10.** What is the administration number we need to put for the DesFire Ev2?
- A.** **This is an optional card. WMATA does not currently have but may seek in the future. Providing this solution is at the discretion of the Offerer.**
- Q11.** Will WMATA extend the delivery date for the samples given there is some of the artwork delayed?
- A.** **Please refer to the response provided for Question 3.**
- Q12.** NXP has roadmap for the MifarePlus EV1 – do WMATA have any intention to move to this new chip, EV1, or other MifarePlus family of chip from NXP?
- A.** **WMATA has no intention at this time to move to a new MiFare chip. As industry changes and operational efficiencies are identified, this may change. Offerors may use the “New Fare Product (Undefined)” to propose a solution not specified in the RFP.**
- Q13.** “Instant issuance on-site photo and digital printing. Offeror must provide all equipment”. Is WMATA requirements just to capture a photo and optically personalize the card or does it need the capability to initialize and store ticket types and store value? Will this system need to be integrated with backend and capture personalization detail? Where will this system be placed?
- A.** **Fully functional “instant issuance” would allow WMATA to create a card with a pass or value and personalize it with a photo. Initialization will be a part of this solution. The exact details of the functionality will be based on the Offerors use of this technology for solutions with other customers.**

**Q14.** Upon awarding the contract, when would the first batch of cards be required?

**A. Upon award orders will be placed in response to operational needs. The time to produce the cards will be discussed and agreed to in contract negotiations.**

**Q15.** Can WMATA please elaborate on what it takes to integrate with WMATA's system and ordering process?

**A. The custom order will be placed for the card type requested and required. The lead time will be factored into the production of the card. Batch numbers will be sent in the approved electronic format and uploaded to the system.**

**Q16.** Paragraph 10(a) of Chapter 2 (Time/Delays/Liquidated Damages): subpart (ii) of this paragraph states that no adjustment would be made for a force majeure (FM) event, although paragraph 9 above allows for an extension of time for a FM event. If FM event occurs, adjustments may be required for lack of input resources or changes to supply chain. Therefore, adjustments may be needed if FM event, so (ii) should be removed.

**A. WMATA recommends you provide any exceptions to any terms and conditions in Volume III of your proposal.**

**Q17.** Paragraphs 1 and 2 of Chapter 3 (Acceptance/Inspection/Deficiencies): Paragraph 1(a)-(c) and Paragraph 2(a)-(c) state that the Authority has the right to inspect and performs 'tests' on premises. Need to clarify that this doesn't include any type of penetration testing on Contractor's systems or any kind of access to Contractor's systems. Tests on Contractor's systems, of any kind, would not be allowed as we have proprietary information of other customers.

**A. Please refer to the response provided for Question 16.**

**Q18.** Paragraph 2(a) of Chapter 6: Subparts (3) and (4) give wide discretion to WMATA to determine that is in default, and therefore can terminate. Subparts (3) and (4) should be deleted as not standard, as they are at the discretion of the Contracting Officer and not because is actually in default. Or they should be moved to 'termination for convenience' section, as discretionary.

**A. Please refer to the response provided for Question 16.**

**Q19.** Paragraph 4(b)(c) and (e) of Chapter 8: WMATA does not have the right to ‘disclose technical data’ in ‘any manner or for any purpose’. Disclosures of proprietary information should be subject to confidentiality obligations and sublicenses to provide to others should be limited to WMATA and any affiliates.

**A. Please refer to the response provided for Question 16.**

**Q20.** Paragraph 4(f) of chapter 8: Wide license with respect to our technical data to “publish, translate, reproduce, deliver, perform, dispose of, and to authorize others”. Will there be technical data that they will be publishing and translating? This needs to be limited to use, reproduction and delivery of the cards only.

**A. Please refer to the response provided for Question 16.**

**Q21.** The following sections are missing from both RFPS and we would like to have them addressed and included in a contract or discussion surrounding them in the event of award to come to an agreement:

- a) Confidentiality obligations
- b) Need to clarify that Contractor owns the IPR in the products being provided to WMATA under the contract
- c) Liability should be capped
- d) Other than as provided under the contract, all other warranties should be as is and all other warranties should be disclaimed, including fitness for purpose

**A. Please refer to the response provided for Question 16.**

**Q22.** There are numerous instances where the Contracting Officer can make “an equitable adjustment to the Contract price”. Please clarify what standards does the Contracting Officer use to make this determination and adjustment and whether any input would be sought by the Contractor?

**A. Please refer to WMATA’s Procurement Procedures Manual (PPM) at <https://www.wmata.com/business/procurement/upload/WMATA-PPManual-and-Procurement-2017-Version-7-4.pdf>.**

**Q23.** Paragraph 7(a) of chapter 1 (Terms & Conditions): It states that the Authority is not obligated to purchase any amount that is below the minimum order amount. Please clarify that this means that the Authority will be obligated to pay for any

amount, even if below the minimum amount, if the Authority has submitted a purchase order for that amount.

- A. **WMATA shall be obligated to pay for any specific quantities ordered. The purchase order provided will be for an “estimated quantity and amount”, WMATA may then place specific orders up to the estimated quantity and amount as stated in the Purchase order. There is no guarantee the entire estimated quantities or amounts stated on the Purchase will be used by WMATA, it is an estimate.**

**Q24.** Paragraph 9 of Chapter 1 (T&Cs): Need to clarify that although Authority’s ability to make payment is contingent upon availability of funds, the Authority’s legal liability or obligation to pay would be governed by the contract and not by availability of funds.

- A. **Please refer to Chapter 1 – Terms and Conditions- Availability of funds for the next fiscal year contained within the RFP.**

**Q25.** Paragraph 1(f) of Chapter 3(Acceptance/Inspection/Deficiencies): Please explain what this means. How would the “reduced value of nonconforming services” be determined and evaluated by WMATA?

- A. **Please refer to WMATA’s Procurement Procedures Manual (PPM) at <https://www.wmata.com/business/procurement/upload/WMATA-PPManual-and-Procurement-2017-Version-7-4.pdf>.**

**Q26.** Paragraph 3(b)(2) of Chapter 3(Acceptance/Inspection/Deficiencies): It appears that WMATA can reduce the value of the contract, at its sole discretion, if products are ‘nonconforming’. Please explain what standards it will use to reduce contract price?

- A. **Please refer to WMATA’s Procurement Procedures Manual (PPM) at <https://www.wmata.com/business/procurement/upload/WMATA-PPManual-and-Procurement-2017-Version-7-4.pdf>.**

**END OF AMENDMENT 002**