



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

**AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION Amendment No. 001		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. CQ18079 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  This Amendment transmits Clarifications and Interpretations to RFP CQ18079.    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 _____ (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 CQ18079\_ MiFare Regular Smartcards  
Amendment 001**

**Questions**

- Q1.** As requested in the RFP CQ18079 – MiFare Regular Smartcards, I am emailing to obtain a PDF copy of the sample artwork. Please provide all pdf's as soon as possible.
- A.** **Per the RFP, a Non-Disclosure Agreement (NDA) shall be executed prior to receiving any artwork. Attached to this Amendment is the NDA. Please forward to Charmyne Reid at [creid@wmata.com](mailto:creid@wmata.com) and a pdf of the artwork shall be provided within 24 hours.**
- Q2.** As it pertains to sample artwork, I see the graphics for 4 cards. It states on page 13 under section 14. Evaluation Criteria and basis for award. Contractor must submit 6 sleeves of 500 cards (3,000 total cards) for each smartcard chip variant and each graphic design being proposed to WMATA Headquarters along with the full proposal documentation.
- Please advise on the additional 2 graphics which are to be provided for these cards.
- A.** **1 set of 100 cards of each sample must be printed according to the electronic graphics provided by WMATA (including serial numbers) and according to the technical specifications.**
- Q3.** I kindly request that WMATA provide the artwork files which will enable my company to produce samples to be submitted with the bid. It is my understanding that there are three artworks which will need to be printed on the samples being submitted: Regular, Senior, and Personal Care Assistant.
- A.** **Artwork for Regular and Senior will be provided after the NDA is signed. PCA cards are not necessary.**
- Q4.** The time to answer is extremely short considering the holidays and the time to manufacture samples. Would it be possible to get an extension? I believe this would allow us to provide a better answer that would benefit WMATA and the community.

**A. WMATA shall grant a due date extension from January 16, 2018 at 12:00 pm EST to February 1, 2018 at 12:00 pm EST.**

**Q5.** We need to provide printed samples: can we get the artwork files for these samples?

**A. Please refer to the response provided for Question 1.**

**Q6.** You mention that the cards should be initialized with a Cubic system. Is this the Cubic MPOS system that will be used? Will WMATA be providing the MPOS devices to perform the initialization?

**A. WMATA does use the MPOS technology in our sales and back office environment for card initialization. The Cubic interface is still required. As stated in the RFP “Card initialization for use in WMATA’s fare collection system and integration with CUBIC® Transportation Systems is a requirement.” CUBIC® Card Initialization Dynamic- Link Library (DLL), CUBIC® card readers and WMATA Software keys are also used to initialize cards.**

**Q7.** You request Barcode Technology Solutions for inventory management and reordering” (CQ18077 page 94, CQ18079 page 90). Can you please explain what this is?

**A. Per the RFP, this feature is optional. The exact specifications and/or solution is open to interpretation by the offeror. Any specification and/or solution that improves inventory management and reordering will be considered.**

**Q8.** Evaluation criteria: would you be able to provide more details, including the scoring methodology (weight of each criteria)?

**A. Please refer to Section 15 of the RFP titled “Ratings for proposal evaluation criteria.”**

**Q9.** We are supposed to provide “separate samples for each smartcard chip variant for each card type. Card types are defined as the different graphic designs shown in Table 1” (page 13). There are six different designs referenced in table 1, each one both for Mifare Plus X and DESFire so we would need to provide  $6 \times 2 \times 3,000 = 36,000$  samples. That’s a lot. Would it be possible to provide samples only for one design?

- A. 1 sleeve of 100 samples of each smart card being considered for Evaluation and testing in accordance with the approved timeline set forth in the instructions to Offerors will be sufficient. Samples must be printed according to the electronic graphics provided by WMATA (including serial numbers) and according to the technical specifications.**

**END OF AMENDMENT 001**

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (Agreement) is between the Washington Metropolitan Area Transit Authority, an Interstate Compact Agency of the State of Maryland, the Commonwealth of Virginia and the District of Columbia located at 600 5th Street, NW, Washington DC 20001 (WMATA or Discloser) and \_\_\_\_\_ (Recipient) headquartered at \_\_\_\_\_ (address).

### RECITALS

A. WHEREAS, Recipient has requested WMATA's SmarTrip® logo design to respond to the Request for Proposal (RFP-CQ18079) issued by WMATA on December 15, 2017, to purchase approximately 8.5 million Contactless Smart Cards (CSC) with the MiFare Plus X Chip annually (or DESFire EV2 in subsequent years), and continue to purchase as inventory reorder requirements dictate to support distribution of its SmarTrip® cards.

B. WHEREAS, the RFP envisions that the CSCs shall be manufactured with WMATA's registered SmarTrip® service mark design on each card.

C. WHEREAS, WMATA/Discloser is willing to provide its SmarTrip® logo design to Recipient in order to assist Recipient in responding to RFP-CQ18079 after Recipient has executed this Nondisclosure Agreement (NDA).

NOW THEREFORE, in consideration of the above recitals and the terms and conditions hereinafter set forth, WMATA and Recipient hereby agree as follows:

1. INCORPORATION OF RECITALS: The above recitals are incorporated herein by this reference to the same extent, and with the same force and effect, as if fully set forth below.
2. DEFINITION: As used in this nondisclosure agreement, "Confidential/Proprietary Information" includes: the SmarTrip® logo design that WMATA provides for purposes of the RFP, and all drawings, measurements, etc. that Recipient may create based on the SmarTrip® logo design.
3. LIMITATION ON USE: Upon Recipient's execution of this NDA, WMATA will make the SmarTrip® logo design available on its website for Recipient to download electronically. Recipient agrees to use the Confidential/Proprietary Information solely for the purpose of responding to RFP-CQ18079. Recipient may disclose the Confidential/Proprietary Information to its employees and consultants who have a bona fide need to know such Confidential/Proprietary Information in

order to respond to RFP-CQ18079 but solely to the extent necessary to pursue this purpose and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective to the Confidential Information as those set forth in this Agreement.

4. **OWNERSHIP:** The parties agree that all drawings, measurements developed by Recipient based on the Confidential Information it receives from Discloser to respond to RFP-CQ18079 shall belong to WMATA, and WMATA shall have sole rights to all intellectual property that is developed based on its original SmarTrip® logo design.
5. **LIMITATION ON DISCLOSURE:** Recipient agrees that it will not disclose the Confidential Information to any third party without WMATA's prior written approval, except as required by law. In the event that Recipient determines that it is required to disclose the Confidential Information by any court or legislative or administrative body, Recipient will provide WMATA with prompt written notice in order to allow WMATA to challenge such disclosure by obtaining a court order or other appropriate protective order. However, if WMATA is unable to obtain or does not seek such protective order and the Recipient is, in the opinion of its counsel, compelled to disclose such Confidential Information under penalty of liability for contempt or other censure or penalty, disclosure of such information may be made without liability.
6. **DUTY OF CARE:** Recipient will use the same degree of care to avoid unauthorized disclosure of Confidential Information that it employs with respect to its own confidential information of like importance.
7. **UNAUTHORIZED DISCLOSURE:** Recipient shall immediately notify the Discloser if it becomes aware of any unauthorized use, access, copying, or disclosure of any of the Discloser's Confidential Information
8. **REMEDIES:** The parties agree that unauthorized disclosure to third parties of WMATA's Confidential/Proprietary Information could be detrimental to WMATA. Therefore, without limiting its other rights and remedies, WMATA shall be entitled to request an immediate injunction against the Recipient should this Agreement be breached.
9. **RETURN OR DESTRUCTION OF CONFIDENTIAL/PROPRIETARY INFORMATION:** Upon written request by WMATA, the Recipient shall return all tangible forms of Confidential/Proprietary Information (including any and all copies thereof) in its possession within thirty (30) days of the date of request. Notwithstanding the above, within ten (10) days of receipt of notification that its proposal was unsuccessful, the Recipient agrees to destroy all copies of the SmarTrip® logo Design(s) disclosed to them as a part of the RFP package and also to destroy all notes, measurements etc., related to or based on the Confidential Information that

Recipient obtained and in accordance with industry best practices for destruction of such material, and certify such destruction to WMATA.

10. SURVIVAL: These nondisclosure obligations shall survive this Agreement, whether or not the Recipient is awarded the requirements contract with WMATA to provide SmarTrip® cards, and the termination of any future agreement or business relationship entered between Recipient and WMATA addressing or related to the subject matter of this Agreement.
11. SEVERABILITY: In the event that any provision of this Agreement may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other provisions of this Agreement, and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may modify the objectionable provisions as to make them valid, reasonable and enforceable.
12. APPLICABLE LAW: This Agreement shall be governed and construed in accordance with the laws of the District of Columbia without regard to its choice of law provisions, except that in the case of any direct and irreconcilable conflict between District of Columbia law and the WMATA Compact, the WMATA Compact shall govern. Any disputes between the parties shall be resolved in Courts of the District of Columbia.
13. TERM: This Agreement commences on the date this Agreement is executed by the Recipient and terminates after return of Confidential Information or submission of certificate of destruction in compliance with section 9 of this Agreement or five year from date of agreement, whichever date is later.
14. ENTIRE AGREEMENT: This Agreement may be executed in counterparts, each of which shall be considered the original. This Agreement contains the entire agreement of the parties as to all subject matters addressed herein.

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For Recipient: By: \_\_\_\_\_  
(Signature)  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Company: \_\_\_\_\_  
  
Date: \_\_\_\_\_

For WMATA: By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Title: Contracting Officer  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Mark R. Pohl Date  
Chief Counsel, Finance and Administration  
Office of General Counsel