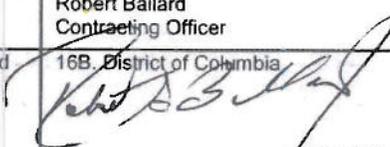


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number DCKA-2013-R-0132	Page of Pages 1 6
2. Amendment/Modification Number Amd 7	3. Effective Date See 16C	4. Requisition/Purchase Request No.		5. Solicitation Caption Advanced Traffic Management System
6. Issued by: District Department of Transportation 55 M Street, SE Suite 700 Washington, DC 20003		Code	7. Administered by (If other than line 6) District Department of Transportation The Signal and ITS Division Traffic Operations Administration 55 M Street, SE 5 th floor Washington, DC	
8. Name and Address of Contractor (No. street, city, county, state and zip code)		9A. Amendment of Solicitation No. <input checked="" type="checkbox"/> DCKA-2013-R-0132		
Code		9B. Dated (See Item 11) 7/8/2013		
Facility		10A. Modification of Contractor/Order No.		
		10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers 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 completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS 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 may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required):				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority) Adding additional scope and increasing the amount of the original contract				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No.: DCKA-2013-R-0132 is hereby amended as follows: 1) Final responses are attached (4 pages)				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Robert Ballard Contracting Officer		
15B. Name of Contractor (Signature)	15C. Date Signed	16B. District of Columbia 	16C. Date Signed SEP 21 2013 12	
		(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number DCKA-2013-R-0132	Page of Pages 2 6
2. Amendment/Modification Number Amd 7	3. Effective Date See 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Advanced Traffic Management System	
<p>Replace Section C.5.7</p> <p>The CONTRACTOR shall put the source code in escrow for all software, excluding third party off-the-shelf software, used in the delivered system and owned by the CONTRACTOR or its team members. Software source code, including build files, configuration data, and all tools (including compilers) and documentation relevant to on-going software maintenance, shall be deposited with the escrow agent as soon as each module is substantially complete and shall be refreshed with the current operational version and in-progress modified versions at least quarterly thereafter as changes are made. With each new release, the CONTRACTOR shall demonstrate that the deposited materials are sufficient for a third party to take over software development and maintenance if needed.</p> <p>With Section C.5.7</p> <p>The CONTRACTOR shall put the source code in escrow for all software, excluding third party off-the-shelf software, used in the delivered system and owned by the CONTRACTOR or its team members. Software source code, including build files, configuration data, and all tools (including compilers) and documentation relevant to on-going software maintenance, shall be deposited with the escrow agent as soon as each module is substantially complete and shall be refreshed with the current operational version and in-progress modified versions at least quarterly thereafter as changes are made.</p> <p>At three points during the contract, the CONTRACTOR shall demonstrate that the deposited materials are sufficient for a third party to take over software development and maintenance if needed. The first demonstration shall be after the initial implementation. The second shall be at a time selected by DDOT during or after the system customization implementation. The third shall be prior to issuing final payment to the CONTRACTOR. The CONTRACTOR shall conduct a full test of deposited source code to ensure it can be built into a working system. The escrow agent or his representative shall observe the complete build process at the CONTRACTOR'S site and ensure that all files and information required to build the system are included in the deposit. The escrow agent shall give DDOT a verification report documenting every detail of the build process including the environment required (including third party products and utilities), configuration required and precise details of the complete build process. A copy of this report shall be part of escrow deposit.</p>				

Questions and Answers for DDOT's Solicitation # DCKA-2013-R-0132 for ATMS

Question	DDOT sort of matching answers
<p>1. To save space, is it permissible to print the Functional Requirements response as 2-sided pages? The Functional Requirements document is 247 pages long.</p>	<p>YES</p>
<p>2. Reference Section L.10 Unnecessarily Elaborate Proposals Is it permissible to submit the Technical and Price Proposals in binders?</p>	<p>YES</p>
<p>3. Should the proposed Contractor wish to propose alternate contract terms and conditions language other than that which is contained in the RFP, in which section of the proposal response should it be included?</p>	<p>Negotiations can only be done after the contractor is selected for award</p>
<p>4. Please confirm that the Offeror is to use WD No. 2005-2103 Rev 12, 6/13/2012 referenced in Section H.2 and J.2 of the RFP as opposed to the more current WD No. 2005-2103 Rev 13, 6/19/2013.</p>	<p>Use the current determination: WD No. 2005-2103 Rev 13, 6/19/2013.</p>
<p>5. Reference Section C.5.7 Licenses, Warranty and Escrow <i>The escrow agreement shall require that the escrow agent verify each deposit and to notify DDOT of the content of each deposit.</i> This section requires frequent escrow deposits—for each module and quarterly updates. It is important that the DDOT define what level of verification will be required other than the notification that each deposit was actually made as indicated in CLIN C.5.7 wherein it states "Hardcopy of Documentation of Items Held in Escrow".</p>	<p>Please refer to the amendment of the text for this section</p> <p>Replace the existing text in section C.5.7</p> <p>The CONTRACTOR shall put the source code in escrow for all software, excluding third party off-the-shelf software, used in the delivered system and owned by the CONTRACTOR or its team members. Software source code, including build files, configuration data, and all tools (including compilers) and documentation relevant to on-going software maintenance, shall be deposited with the escrow agent as soon as each module is substantially complete and shall be refreshed with the current operational version and in-progress modified versions at least quarterly thereafter as changes are made. With each new release, the CONTRACTOR shall demonstrate that the deposited materials are sufficient for a third party to take over software development and maintenance if needed.</p> <p>With</p>

Question	DDOT sort of matching answers
<p>Based upon the below description of verification services, the costs for verification could very well rival the cost of the system itself.</p> <p>Full Verification</p> <p>Full test of deposited source code to ensure it can be built into a working system. The verification consultant observes the complete build process at the software Depositor's site and ensures that all files and information required to build the system are included in the deposit. Every detail of the environment and the build process is documented in a comprehensive report.</p> <p>Verification Report detailing the environment required (including third party products and utilities), configuration required and precise details of the complete build process.</p> <p>The Verification Report is stored with the Escrow deposit.</p> <p>Copies are provided to the software Depositor and the Beneficiary.</p> <p>\$18,950 + expenses</p>	<p>The CONTRACTOR shall put the source code in escrow for all software, excluding third party off-the-shelf software, used in the delivered system and owned by the CONTRACTOR or its team members. Software source code, including build files, configuration data, and all tools (including compilers) and documentation relevant to on-going software maintenance, shall be deposited with the escrow agent as soon as each module is substantially complete and shall be refreshed with the current operational version and in-progress modified versions at least quarterly thereafter as changes are made.</p> <p>At three points during the contract, the CONTRACTOR shall demonstrate that the deposited materials are sufficient for a third party to take over software development and maintenance if needed. The first demonstration shall be after the initial implementation. The second shall be at a time selected by DDOT during or after the system customization implementation. The third shall be prior to issuing final payment to the CONTRACTOR. The CONTRACTOR shall conduct a full test of deposited source code to ensure it can be built into a working system. The escrow agent or his representative shall observe the complete build process at the CONTRACTOR'S site and ensure that all files and information required to build the system are included in the deposit. The escrow agent shall give DDOT a verification report documenting every detail of the build process including the environment required (including third party products and utilities), configuration required and precise details of the complete build process. A copy of this report shall be part of escrow deposit.</p>
<p>6. Reference Section C.5.7 Licenses, Warranty and Escrow</p> <p><i>The CONTRACTOR shall arrange a source code escrow agreement with a ISO 9001 certified escrow agent located in the United States and approved by DDOT.</i></p> <p>ISO 9001 is not an industry standard requirement for escrow agents. Please clarify if the following statement from our long-</p>	<p>Per RFP we need certified escrow agent located in United States with a ISO 9001 status. Develop your price on using an ISO-certified escrow agent. A request to waive the certification requirement can be considered if you are the successful bidder</p>

Question	DDOT sort of matching answers
<p>standing escrow service provider will meet the District's requirements.</p> <p>"Our headquarters in the United Kingdom are ISO 9001 certified. We are ISO 9001 compliant in that in the United States we follow the same procedures as our headquarters do."</p>	
<p>7. Reference</p> <p>F.1 TERM OF CONTRACT</p> <p><i>The term of the contract shall be for a period of two years (one year for quick deployment and one year for the development) from date of award specified on the cover page of this contract.</i></p> <p>I.2 CONTRACTS THAT CROSS FISCAL YEARS</p> <p><i>Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.</i></p> <p>Please confirm that the first two years of this contract will be funded in full upon Contract execution or if the second year will be subject to contingent fiscal year funding.</p>	<p>The base period of two years will be fully funded (Federally funded project)</p>
<p>8. Reference I.8 INSURANCE</p> <p>1. Commercial General Liability Insurance.</p> <p><i>The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract</i></p> <p>Given that the maximum statute of limitations in the District of Columbia is three (3) years, it is respectfully requested that the above coverage be limited to three (3) years as well given that Commercial Liability insurance is on an occurrence basis.</p>	<p>Three years renewable in the third year is fine (to renew through the end of the project, years 4 and 5)</p>

Question	DDOT sort of matching answers
<p>9. Reference H.9 SUBCONTRACTING REQUIREMENTS- NOT APPLICABLE PER DC - FEDERAL GUIDELINES FOR DBE SUPERCEDE - 20% DBE APPLICABLE</p> <p>a. Is there a form to submit the subcontracting plan on?</p>	<p>Subcontracting form will be attached with Amendment #6.</p>
<p>10. Reference FRD Req ID SVS-80</p> <p><i>CapTOP shall provide an interface with the following systems to support regional transportation management by communicating and sharing information using standards-based center-to-center protocols (NTCIP and XML)...</i></p> <p>The referenced functional requirement specifies 16 interfaces with various agencies. Are interface control documents (ICD) available for each interface and will they be provided for review prior to proposal submission?</p>	<p>Data exchange between DDOT ATMS and the systems of the 16 agencies will be achieved by using the XML technology. At this stage, interface control documents (ICD) are not available and that will be a part of system design. It is expected to have a unified XML schema for each of 16 agencies. The XML schema should follow TMDD as much as possible.</p>
<p>11. Sections C.5.4.3 and C.5.5.3 specify Acceptance Test development and Acceptance Test execution by a third party. We routinely provide these functions and have pre-existing Acceptance Test Plans previously developed for our products. Having a third-party recreate these plans adds an additional layer of cost to this project. Would DDOT consider using standard Acceptance Test Plans with third-party oversight as an alternate means of accomplishing Acceptance Testing.</p>	<p>Vendor's pre-existing "Acceptance Test Plans" can be used for internal testing during the implementation stage. However, final acceptance testing will be conducted by third party for quality control purpose. DDOT doesn't use the developer/designer to QC their own work.</p>