

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages
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2. Amendment/Modification Number Amendment A0004	3. Effective Date November 7, 2008	4. Requisition/Purchase Request No. RQ404386	5. Solicitation Caption Development of Arrest & Booking, Case Management Modules	
6. Issued by: Office of Contracting and Procurement Office of the Chief Technology Officer 441 4 th Street, N.W., Suite 971N Washington, D.C. 20001		Code	7. Administered by (If other than line 6) Office of the Chief Technology Officer Telecommunications 441 4 th Street, N.W. Washington, D.C. 20001	
8. Name and Address of Contractor (No. street, city, county, state and zip code) TO ALL PROSPECTIVE OFFERORS		X	9A. Amendment of Solicitation No. DCTO-2009-R-0003	
Code			9B. Dated (See Item 11) September 19, 2008	
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 type="checkbox"/> is extended. <input checked="" 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 one (1) copy 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 CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Section 3601.2(b) 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:				
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2 Change Clause, 27 DCMR 2005.6(d) as amended				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The draft questions issued under Amendment A0003 are hereby made a part of the solicitation. In addition, attached are the final questions and answers.				
Except as provided herein, all terms and conditions of the document is 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 Kenneth Morrow		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)		<i>Kenneth Morrow</i>	11/7/08	
		(Signature of Contracting Officer)		

Amendment A0004

Clarification Questions

1. In Amendment 3, Section B.2 states that “the District contemplates award of a (FFP) contract.” However, in the answer to question 46, it states that the CLIN items in 0001 – 0001AI will be time and materials. Please clarify.

Answer Q1: CLIN 0001 thru 0001AI will be firm fixed price not time and material. This corrects the answer given to question 46 in Amendment A0003.

2. For the deliverables of CLIN 0001 – 0001AI, if they are time and materials, will you need labor category and rate information?

Answer Q2: No.

3. The response to question 47 appears to communicate that invoicing and payment will be made only after the deliverable is accepted. Please clarify as this is not customary for time and material contracts.

AnswerQ3: Invoicing and payment will be made only after the deliverable is accepted. See answer to question 1 above.

4. Will you be issuing a contract amendment to document the above?

AnswerQ4: Yes.

5. Can the District of Columbia buy off the Federal Government Services Administration Agency’s GSA schedules?

AnswerQ5: yes.

6. SOW C.3.5 says Offerors need to provide a 12-month warranty of the product after installation. However, SOW C.12 reads: “Warranty for Vendor Furnished Software. The Vendor shall warrant that all Vendor-furnished software and interfaces are fully operational, efficient and free from defect. The Vendor will be responsible for correcting all malfunctioning software in a timely manner at no additional cost to the District of Columbia and/or the Metropolitan Police Department for the life of the system.” The way C.12 reads, it looks like the Offeror needs to correct the software for the entire life of the system, not just the 12-month warranty period. Recommend revising the second sentence of SOW C.12 by replacing the phrase “for the life of the system” with “during the 12-month warranty period.”

AnswerQ6: SOW paragraph C.12 is hereby changed to read:

The Vendor shall warrant that all Vendor-furnished software and interfaces are fully operational, efficient, and free from defect. The Vendor will be responsible for correcting all malfunctioning software in a timely manner at no additional cost to the District of Columbia and/or the Metropolitan Police Department for the 12-month warranty period.