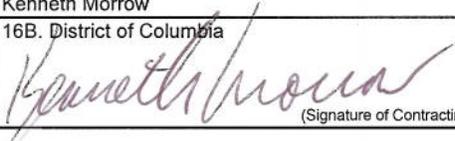


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 1	
2. Amendment/Modification Number DCTO-2009-R-0097-A01		3. Effective Date 3/6/2009	4. Requisition/Purchase Request No.		5. Solicitation Caption Purchase an Insurance Verification System
6. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, N.W., Suite 971 North Washington, D.C. 20001			Code	7. Administered By (If other than line 6) Office of the Chief Technology Officer 441 4th Street, N.W., 10th Floor Washington, D.C. 20001	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) ALL PROSPECTIVE OFFERORS			(X)	9A. Amendment of Solicitation No. DCTO-2009-R-0097	
			X	9B. Dated (See Item 11) 2/24/2009	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
X 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 <u>ONE</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 ACKNOWLEDGEMENT 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 change 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 date, 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)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) THE REQUEST FOR PROPOSALS NO. DCTO-2009-R-0097 IS HEREBY AMENDED AS FOLLOWS: 1. RESPONSE TO QUESTIONS OF CLARIFICATION ARE SET FORTH IN ATTACHMENT A. 2. SECTION F, DELETE PARAGRAPH F.1 IN ITS ENTIRETY, INSERT REVISED PARAGRAPH F.1 (SEE ATTACHMENT B). 3. SECTION F, DELETE PARAGRAPH F.2.1 IN ITS ENTIRETY, INSERT REVISED PARAGRAPH F.2.1 (SEE ATTACHMENT B). 4. SECTION M.6 THROUGH M.7.5 DELETE ALL PARAGRAPHS IN THEIR ENTIRETY, INSERT NEW PARAGRAPHS M.1 THROUGH M.1.8 (SEE ATTACHMENT C). 5. UNDER SECTION B, INSERT PARAGRAPH B.5 (SEE ATTACHMENT C). THE DUE DATE AND TIME FOR SUBMISSION OF PROPOSAL REMAINS THE SAME MARCH 26, 2009 AT 2:00 P.M.					
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 Kenneth Morrow		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			 (Signature of Contracting Officer)		3/6/09

ATTACHMENT A – QUESTIONS AND ANSWERS

RFP NO. DCTO-2009-R-0097

The purpose of this Amendment is to answer questions.

- 1. Section C.1: This section states that the system must be operational by August 1, 2009, but later sections reference that the implementation period will be four months. Should the implementation date be based on four months from project start date? Depending on the project start date a four month implementation period could end after August 1.**

RFP states three capabilities that MUST be operational August 1. “The capability to automatically validate insurance for new vehicle registrations and to automatically validate walk-in and mail-in vehicle renewals must be operational by August 1, 2009. It is desired that all other capabilities identified in the statement of work also be operational at that time. However, the DMV will consider a phased-in approach”

- 2. Section C.2.1.1: Can the real-time verification be made using the most current data received from the book of business file or must a web services call be made to the insurance company’s web service whenever real-time is referenced in this section?**

Real-time to the book of business is ok as long as updated very frequently. Note C.3.1.9.3 and other associated penalties for not having current information.

- 3. Section C.2.1.1: Destiny will interact with IVS to perform inquiries and update insurance information. Will the District be responsible for creating modules in Destiny for interaction with IVS?**

Yes, but the IVS must have data interface, business rules for errors and error messages, etc.

Should the vendor suggest the technologies for these modules (for example Web Services)?

Input is welcome

4. **Section C.2.4.1: Should our proposed solution for SR22/26 reporting be in a completely separate technical and cost proposal or can it be a separate section inside the IVS proposal?**

If a bidder has such a capability, a separate response and separate price should be bid as an alternative.

If it must be in a separate proposal, can it also be referenced in the IVS proposal? Yes

5. **Section C.2.6: Will the current system be phased out? If so, what is the estimated sunset date?**

When a replacement system is operational.

6. **Section C.4: Will the District be providing the hardware? If the vendor is providing the hardware, can the solution be hosted offsite?**

The Offeror should decide what to propose as only the Offeror knows what hardware is required and the pros/cons of offsite hosting.

7. **Section C.3.1.2.4, C.3.1.5.1: The IICMVA web services model does not require owner's name. Is the District expecting that the owner's name be provided by insurance companies when submitting the book of business as well as responding to a web services inquiry?**

The Offeror should propose what they think is best and explain why.

Many insurance companies retain only the policy holder's name and not the owner's. The IICMVA, Insurance Companies, and Vendors do not recommend using the Owner's Name as an error message and subsequent rejection of the insurance verification transaction. Will the District be open to removing the requirement for owner's name?

In our system the policy owner and the owner are the same.

8. **Section C.3.1.3.1: Will the District be responsible for developing the Destiny batch process which will communicate with the IVS?**

Yes

- 9. Section C.3.1.9.3: Insurance companies in most cases, establish service level agreements with jurisdictions and not vendors. Additionally, these service level agreements are enforced by jurisdictions, not vendors, because the authority usually resides in the jurisdiction's laws or regulations. Company reporting can be monitored and reported by the vendor to the jurisdiction. Can this requirement be modified to remove service level requirement from vendor?**

The Offeror may propose what they wish. DMV is open to alternatives but reserves the right to decide what is in the best interest of DMV. It should be noted, however, that one purpose for obtaining a system with an insurance 'portal' is to eliminate the need to deal with all the insurance companies.

- 10. Section C.4.4.1: Will the IVS performance requirements be defined by this section or will they be defined by the proposed and negotiated service level agreement between the District and the Vendor? There seems to be some discrepancy between this section and section C.3.1.9.1 (99.9% vs 99.99%).**

The bid responses should include a proposed service level agreement including not only system performance but also maintenance and update schedules and criteria. Final SLAs shall be determined during contract negotiations.

- 11. Section C.4.13 Reference to a "Ticket Processing System" in the last sentence. Please clarify. Will this Pilot Phase apply to the IVS?**

An error. It should state IVS.

- 12. Section F.1: According to this section the term of the contract is "four months" – the same as the implementation period. However, maintenance periods and Service Level Agreements referenced in the proposal indicate that the vendor will maintain the system. Please clarify the term of the contract.**

See Attachment B for the term of the contract.

If it is District's intent to use option years (section L.7 and M.5) for maintenance, please clarify the number of option years available. Also, is it the District's intent to have the option to own, administer, and operate the system at the end of the contract?

No, as that would involve maintaining an insurance portal which is not our desire.

13. Section F.3: The user and system documentation are due upon award date. Can draft guides be provided on this date due to the fact that the insurance verification system has not been modified to meet DC-specific requirements?

Yes

14. Section I.5.10 Please confirm that the District wants ownership of the source code at the end of the contract?

Section I.5.5 addresses data and code 'first produced' for the District of Columbia and all code produced specifically for the District under this Contract.

15. Section L.2.3, c. Reference is made to "Table 2. 'System Functionality'" Should this be Figure 2?

Yes.

16. Section L.2.5: If an SR22 solution is also being provided should it be referenced in section IV of our main proposal document?

Not sure what he means by section IV?

17. Section L.21.2: Reference is made to a "DL/ID card system and document scanning system". Please clarify.

Should be IVS.

18. Section L.13: Should the Price Proposal also be provided in electronic format.

No electronic proposal will be accepted.

19. Section M.4, 3. Three references are required. We have implemented several components of our insurance verification system, but only for one jurisdiction. Can three references be provided from the same jurisdiction? While we have only implemented in a single jurisdiction, we have a solution that meets all of DC's requirements and the experience necessary to successfully implement this comprehensive system in DC.

If the Offeror has only one customer, three references may be provided if there is no other business-related source.

20. Does the District have the legislative and regulatory environment to require insurance company participation?

Yes

- 21. The RFP states that the implementation will not exceed four months. Does the District expect full insurance company participation at the end of the four months? Does the District expect to have “book of business” data from all insurance companies in the IVS database at the end of the four months?**

Don't understand the question. I expect insurance companies will have to continually participate by providing current 'book of business' or the system has no validity.

- 22. Should the Forms J.2.1 – J.2.3 from attachment 2 also be provided electronically with the redacted version of the response?**

No electronic forms will be accepted. If the Offeror feels this is not achievable by them, they should present an alternative and explain why.

- 23. This RFP asks for a COTS tool and a fixed priced cost. Is it required that the vendor provide the cost/price data package in Attachment 2 which seems more related to a time and materials contract? The vendor providing the COTS tool requested in this RFP has a significant investment in the development of the tool that must be recuperated through a licensing fee. The hours and cost that we can provide will be only for modifying the tool to meet the specific requirements of the District.**

That is fine, the cost/price data package must be submitted.

ATTACHMENT B

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four one year, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

F.3 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

ATTACHMENT C

B.5 If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its proposal.

M.1. Preferences for Certified Business Enterprises

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.1.1.1 At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or

M.1.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.1.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.1.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.1.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.1.2.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.1.2.3** Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.1.2.4** Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.1.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.1.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.5 Vendor Submission for Preferences

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

M.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.6 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1, the prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with

the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.1.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.1.6.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.1.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.1.6.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.1.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.1.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.1.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.1.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.1.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.1.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.1.7.1 The dollar amount of the contract or procurement;
- M.1.7.2 A brief description of the goods procured or the services contracted for;
- M.1.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;
- M.1.7.4 Whether the subcontractors to the contract are currently certified business enterprises;
- M.1.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.1.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.1; and
- M.1.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.1.

M.1.8 Enforcement and Penalties for Breach of Subcontracting Plan

- M.1.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.1.8.2

In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.