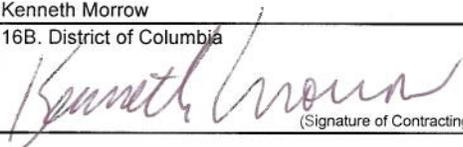


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 1	
2. Amendment/Modification Number DCTO-2009-R-0097-A02		3. Effective Date 3/13/2009		4. Requisition/Purchase Request No.	
5. Solicitation Caption Purchase an Insurance Verification System			6. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, N.W., Suite 971 North Washington, D.C. 20001		
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			Code		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) ALL PROSPECTIVE OFFERORS			<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. DCTO-2009-R-0097 <input checked="" type="checkbox"/> 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					
<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 <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 D. THE DUE DATE AND TIME FOR SUBMISSION OF PROPOSALS 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 (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 3/13/09

ATTACHMENT D – QUESTIONS AND ANSWERS

RFP NO. DCTO-2009-R-0097

The purpose of this Amendment is to answer questions.

General	<p>Please provide the following volumes:</p> <ol style="list-style-type: none">1. Number of vehicles registered in DC. 268,9662. Average number of new registrations monthly. ~5,0003. Average number of renewal registrations monthly. ~100004. Average number of cancellations and expirations currently being received from insurance companies. Not known, which is one reason for this procurement. Best estimate = 2200
B.3	<p>We do not understand how a price is to be proposed. Is the vendor supposed to provide a firm fixed price to build the system only? If so, how should the vendor provide a price for the ongoing services, such as maintenance to the software and the cost of processing inquiries? In several sections of the Solicitation, there is mentioned the possibility of charging on a transactional basis (see Section C.3.1.9.4, for example). Should ongoing maintenance fees be proposed on a monthly or annual basis? If per transaction pricing is allowed, how will the price proposals of different vendors be compared if no volume assumptions are provided? Please provide clarification of how a price is to be proposed. Offerors may provide multiple pricing schemes or the pricing model they currently use with other customers or a new model. DMV cannot determine how many registered vehicles do not have valid insurance; thus, we are not sure what price model would be most advantageous. Nor have vendors answered our questions concerning their pricing models. Consequently, we cannot identify what pricing model would be most appropriate. Pricing proposals can be compared based on cost of ownership, annual costs, etc regardless of the model.</p>

B.4.	<p>To develop a price for mailings, please provide the following information:</p> <ol style="list-style-type: none"> 1. Number of pages per letter and whether printing is on one side or both sides? Anticipate one page, one side. 2. Is a return envelope provided in the letter? No 3. Is the vendor responsible to provide postage? Negotiable If so, can the vendor seek a price increase if postage is increased during the contract term? Negotiable 4. Is the price to generate mailings to be proposed as a fixed price for 75,000 mailings or as a price per mailing? We do not have the capability to identify uninsured vehicles with any degree of surety. Consequently, cannot state the number of mailings. Offeror should base their proposal based on their experience and the estimate provided in the RFP. 5. How will the vendor return the documents to the DMV? DMV Customers will mail back the documents.
C.2.1.1	<p>What file format and transmission protocol will be used for the transmission of batch processing information between the DMV and IVS? FTP</p>
C.2.1.1	<p>What file format and transmission protocol will be used for the transmission of real time processing information between the DMV and IVS? Web Service</p>
C.2.1.1	<p>Is the DMV expecting a web service response to its inquiries or a web page display? In other words, is the vendor expected to build a system with a web interface, so that DMV users can access it from their location? Web service response. No other external system.</p>
C.2.2.1	<p>The response definitions between this paragraph and paragraph C.3.1.2.4 do not match. Which is the expectation of DMV? The Offeror should propose an SLA as noted: “The bid responses should include a proposed service level agreement including not only system performance but also maintenance and update schedules and criteria. There will be a penalty associated with failure to meet SLAs in a specified timeframe (e.g., monthly). DMV is open to input from the vendor on penalty parameters. If input is not provided, DMV will apply the in-house SLA standards and average penalties. This would typically be 99.9% availability, response within one hour, and resolution within 24 hours. Current penalties for SLA failures range from \$10 per incident to \$350 per incident depending upon the impact on operations.” DMV has provided examples.</p>
C.2.2.1	<p>Is it true that the difference between responses iii and iv are only dictated by the information that the DMV sends with its query request? Those are responses possible to a DMV query.</p>

C.2.3.1	Will the vendor be required to make the modifications to Destiny in order to interface to the IVS? If so, can more information be provided on the development environment for Destiny? Only the IVS portion. Vendor is not to make changes in Destiny programs
C.2.4	Will the inclusion or the absence of a proposed solution for SR22 processing be included in the evaluation of the proposal? It will be considered.
C.2.5.3	What criteria are used by the DMV to validate a “match” between insurance information provided by the insurance company and the query request made by the DMV? This question is asked because some jurisdictions only require a VIN match, since the registered owner and the insured may be different, and others require a match on VIN and Name. What should we do if two records match the request? Currently, for Real-time Request at the time of New/Renew Registrations: VIN, NAIC and Policy Number. For Cancellations: VIN and NAIC are required, Policy Number is optional. Final criteria will be determined during contract negotiations.
C.2.5.3	Can insurance companies write liability insurance in DC for less than the minimum insurance liability limits? If so, does the insurance company report below minimum insurance as valid insurance? No
C.2.5.5	Is it expected that the IVS will maintain the statistics described by this paragraph or will these be kept by Destiny? It is expected that the IVS will provide reports on statistics and transactions (e.g., changes in policies, no hits, etc)
C.2.5.5	Will the user credentials be passed to IVS system for statistical information? Is it required for IVS to maintain the user credential information or can it verify by submitting a request to Destiny? Both yes. Destiny maintains a transaction log and user credentials for all transactions.
C.2.5.5	Does the DMV have any specific reporting requirements and frequency or will they just relay on our suggestions? Input is welcome. Final decision will be based on DMV’s and discussions during the requirements phase.
C.2.6.2	What is file format that the insurance companies use to currently report cancellations to the DMV (PIER)? It is not required to use the same file format. Those technical details should be identified during the requirements stage of the contract.
C.2.6.2	How many insurance companies are participating in the existing PIER system? 180+
C3.1.6	Will the DC Department of Motor Vehicles impose a requirement on insurance companies doing business in DC to report their book of business to the vendor? If not, how can the vendor be held responsible for obtaining the book of business in a timely fashion? No insurance company will voluntarily participate in this program unless there is a mandate from the government. Yes. The District already has regulation requiring companies to report policies.

C3.1.8	If a vendor generates the notices, will it have any responsibility for processing responses? No
C. 3.1.9.1	What level of software maintenance is required after the system is built? How will we be paid for requested changes to the system? Cannot foretell what software changes may be needed. Vendor should propose how they would like it handled and DMV will consider.
C3.1.9.3	We do not believe it is possible for the vendor to guarantee that the IVS will be accurate and up to date within 30 days of issuance of a policy. Many times insurance companies do not report new policies within this time frame. How is the vendor supposed to comply with this requirement? If offeror cannot meet this requirement, they should state it and identify what requirement they can meet. If not 30 days, DMV open to discussion about process for re-verifying new policies until response obtained.
C.3.1.9.4	The language in this section seems to imply that the book of business must be obtained from insurance companies more frequently than once every 30 days. Is this correct? If so, how does this section comply with Section C3.1.6? Some months have more than 30 days.
C.3.1.10	How many training sessions will be required at the system launch? Will they be held at the same location? The Offeror should propose how best to train DMV employees at five locations on the use of the system.
C.4.4.1.b	How will the average response time be calculated? Is the vendor expected to log the time of request and time of response to provide the statistics? Is there a standard network speed used by all the DMV locations that would access IVS system? Yes
F.1.	The contract term is specified to be only 4 months. This implies that the contract will cover only the design and build of the IVS. What is the contract term for providing the inquiry response and batch processing services after the system is built and accepted? How long will renewal terms last? Implementation was to be four months. However, the contract may not be awarded in time to allow four month. But at least the requirements identified for August 1 must be implemented.
H.2	If a vendor is not located in the Washington Metropolitan Area, do the requirements of Section H.2 (US Department of Labor Wage Determination) apply to the vendor? Yes If so, should the vendor use the determination for its geographic area?
H.5	If a vendor is not located in the Washington Metropolitan Area, how does the vendor obtain a waiver of the First Source Employment Agreement requirement in accordance with Section H.5.6? Does this waiver have to be obtained prior to submitting the proposal? You must complete the First Source Employment Agreement; if you hire any new employees you must check the DC Labor Market first.
H.14	If a vendor is not located in the Washington Metropolitan Area, do the requirements of this Section (Way to Work Amendment) apply to the vendor? Yes

I. 1.	The standard contract forms referred to in Section I.1 cannot be found on the website as noted. Can you provide copies or a correct reference where the contract forms can be found? Go to www.ocp.dc.gov
I. 9	If a vendor is not located in the Washington Metropolitan Area, do the requirements of Section I.9 (Mayor's Order 85-85) apply to the vendor? Yes
K.7	If a vendor is not currently registered to conduct business in the District of Columbia, does the vendor have to submit a Tax Certification Affidavit, since the form states that it is to be completed only by those who are registered to conduct business in the District of Columbia? The Tax Certification Affidavit must be submitted.
L.2.	Several areas of the RFP request responses (e.g. C.3.1.9 Service Level Agreement, C.3.1.10 Training) that are not covered in any of the proposal content sections. Should we include these in these sections and limit our response to the pages indicated or should these be Exhibits? The Offeror should response to everything that is requested. For example, the Offeror is requested to recommend SLAs.
L.2.3.b	All of the functions identified in Table 2 'System Functionality' would not have associated screen shots and/or reports in IVS. Is this paragraph correct in its expectation that all would have screen shots and/or reports? Cannot provide screen shots if not appropriate.
L.2.3.b	This paragraph mentions six functions, but there are only five listed in Table 2 'System Functionality'. Which is correct? What is in the table
L.17.2	If a vendor is not currently registered to conduct business in the District of Columbia, does the vendor have to register prior to submitting a bid, or is it sufficient for the vendor to state that it will obtain the required certification if it is awarded the contract? Yes, it sufficient.
Cost Proposal	Is the cost proposal truly required to be based on a cost plus profit basis based solely on the amount of work to be performed? If a vendor has an existing system already built, how can a vendor propose a price on this basis which allows it to realize a return on its investment in building the system previously? If this is allowed, how is this to be shown in the cost proposal? Can you provide more detail on the tasks that are to be delineated in the cost proposal? In developing costs, should standard labor rates be used or should the vendor use its own labor rates? If the vendor does not have a system, I would not expect the District to fund the vendor's full development of a system. If the vendor already has a system, the requirements call for interfaces with Destiny to query policies and respond accordingly. This would involve program changes but the District cannot respond to the extent of changes the vendor's system would need.

Attachment A, Question 1	<p>Can you provide an indication of when you anticipate awarding the bid? We ask because we need to know the start date of the project for the Project Plan in order to show completion by August 1, 2009.</p> <p>Depends upon the questions, if oral presentations, time to process sample records, negotiation time – i.e., cannot identify but, hopefully, by May 1, 2009.</p>
Attachment A, Question 12	<p>We understand that the revised contract term is one year. Is there any provision to increase the term if the start of the operational phase of the contract is delayed for factors beyond the vendor's control, such as delay by the DC DMV or delay by the insurance companies? This consideration is important if the vendor proposes pricing on a variable (i.e., transactional) basis.</p> <p>Term of contract is one base year and four option years</p>
Attachment A, Question 18	<p>Paragraph 1.4 of the Cost/Price Data Requirements indicates that a copy of the Cost Proposal must be provided in electronic format. Can you clarify this requirement in light of the answer to this question which indicates that no electronic proposal will be accepted?</p> <p>No electronic proposal will be accepted. However, during deliberations, DMV may ask for the electronic file for analysis purposes.</p>
Attachment B	<p>Are the contract deliverables listed in Section F.3 of the original Solicitation still part of the requirements or have they been deleted with the new Section F.3 in Attachment B?</p> <p>The deliverables are still part of Section F.3.</p>
Attachment C	<p>Can you clarify this requirement? Is the vendor required to attempt to subcontract any portion of this contract to a certified business enterprise? If a vendor does not intend to claim any preferences, can the vendor subcontract less than 35% of the work to another company?</p> <p>There is no requirement for any subcontracting, but if you chose to subcontract it must be 35% to a CBE.</p>