

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Contracts & Procurement

Request for Proposals
ENERGY & UTILITY MANAGEMENT SUPPORT AND ANALYSIS
DCAM-19-NC-RFP-0004
Addendum No. 02
Issued: April 18, 2019

This Addendum No. 02 is issued by the Department of General Services (DGS) on April 18, 2019. Except as modified herein, the Request for Proposals (“RFP”) remains unmodified.

Item No.1 – Proposal Submission Deadline

- Delete in its Entirety:** All reference to Proposal Due Date; Cover Page, Section L.4.1 Proposal Submission.
- Replace With:** Proposal Submissions shall be received no later than **10:00 a.m. EST on Monday, April 29, 2019**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

Item No. 02 – Questions and Answers

- Add/Incorporate:** **Exhibit A** to Addendum No. 02 – Questions and Answers

Item No. 03 – Section I.5; B.1 Title to Project Deliverables, Existing Products

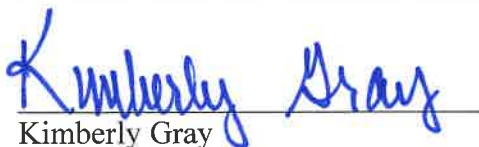
- Delete in its Entirety:**
1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the

copyright notice and any other legend of ownership on any copies authorized under this paragraph.

Replace With:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's bid of proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph. Notwithstanding the above, open source software, if approved in advance and in writing by the District for use by the Contractor in performing services detailed in this contract, shall not be subject to the requirements of this Section I.5.B.1. In addition, for the avoidance of confusion, any software developed by the Contractor for use in performing services detailed in this contract shall be considered a Custom Product in accordance with Section I.5.B.2 below.

All other terms and conditions remain unchanged.



Kimberly Gray
Supervisory Contract Specialist | Contracting Officer
Goods & Services


Date

- End of Addendum No. 02 -