

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number		Page of Pages		
					1	4	
2. Amendment/Modification Number A002		3. Effective Date April 3, 2019		4. Requisition No.		5. Solicitation Caption Child Support Services Business Process Engineering	
6. Issued by: Office of the Attorney General Support Services Division/Procurement Unit 441 4 <sup>th</sup> Street NW, Suite 1100 South Washington, DC 20001-2714			Code CB0JPW	7. Administered by (If other than line 6) Office of the Attorney General Child Support Services Division 441 4 <sup>th</sup> Street NW, Suite 550 North Washington, DC 20001-2714			
8. Name and Address of Contractor (No., street, city, state and zip code)      Code _____ Facility Code _____				X	9A. Amendment of Solicitation No. <b>DCCB-2019-T-0012</b>		
					9B. Dated (See Item 11) March 1, 2019		
					10A. Modification of Contract/Order No.		
					10B. Dated (See Item 13)		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<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. <b>Offerors must acknowledge receipt of this amendment</b> 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> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or email which includes a reference to the solicitation and amendment number(s). 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 change may be made by letter or email, provided each letter or electronic communication 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)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications 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)							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  Request for Task Order Proposals No. <b>DCCB-2019-T-0012</b> for Child Support Business Process Re-Engineering as amended, is hereby further amended as follows:  A. Date and time for receipt of proposals is hereby further extended to 10:00 a.m. on April 15, 2019. B. Responses to additional questions raised by prospective offerors are set forth on page 2.							
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  Janice Parker Watson				
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed  4/03/2019		
(Signature of person authorized to sign)			(Signature of Contracting Officer)				

Questions	OAG Responses
<p>1. Will the Contractor that is chosen for and completes the Child Support Business Process Re-Engineering Project be precluded from any DCCSES system modernization work?</p>	<p>The successful BPR Contractor for this procurement RFTOP No. DCCB-2019-T-0012 “will <i>not</i> be precluded” from DCCSES system modernization contracts by either the District or the Federal Government, subject to the terms and conditions of herein incorporated special provision G.6, Organizational Conflicts of Interest.</p>
<p>2. Will the District agree to make the work product of the BPR project accessible to all vendors interested in bidding on the system modernization RFP?</p>	<p>The District will provide any work products that are necessary for prospective offerors to respond to requirements of system modernization solicitations.</p>
<p>3. As part of our past performance documentation, can an Offeror submit references for work that a subcontractor has completed in the past five years to meet the requirements of the evaluation criteria in I.1.3 (formerly F.1.3)?</p>	<p>Experience matrices, resumes and references submitted for proposed subcontractor personnel will be evaluated under I.1.2, Experience and Qualifications of Personnel, however, only <u>the Offeror’s</u> relevant Past Performance, whether as a prime or subcontractor, will be assessed under I.1.3.</p>
<p>4. In Amendment 001 (on page 4 of 4) of the above-numbered solicitation, your response to question 11 states that experience gained as a subcontractor will be evaluated. What we meant to ask, however, is whether we can use the experience of our proposed subcontractor to demonstrate experience required.</p>	<p>As stated above, experience and qualifications of proposed subcontractor personnel will be considered and evaluated to demonstrate Experience and Qualifications of Personnel.</p>

C. The following special provision, Organizational Conflicts of Interest, is incorporated as Section G.6:

**G.6 ORGANIZATIONAL CONFLICTS OF INTEREST**

**G.6.1** Purpose. The purpose of this provision is to ensure that the contractor and its subcontractors:

- i. Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and
- ii. Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

- G.6.2** Definition. An organizational conflict of interest means that because of other activities or relationships with other entities, an entity is unable or potentially unable to render impartial assistance or advice to the District, or its objectivity in performing the contract work is or might be otherwise impaired, or an entity has an unfair competitive advantage. It does not include the normal flow of benefits from incumbency.
- G.6.3** Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as “contractor”) in the activities covered by this provision as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of this provision, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
- G.6.4** Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in 27 DCMR 5015.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.
- G.6.5** Remedies. If the Contracting Officer determines that there is a conflict of interest, the appearance of a conflict of interest, or another ethical consideration, the Contracting Officer may take such actions as set forth in 27 DCMR Section 5015, including termination of this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract. The Contracting Officer's determination with respect to a conflict of interest shall be final and not subject to the Disputes provision of the contract.
- G.6.6** Subcontracts. The contractor shall include a provision substantially similar to this provision, including paragraphs G.6.6 and G.6.7, in any subcontract or consultant agreement at any tier expected to exceed \$100,000. The terms “contract,” “task order,” “contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government's rights.

- G.6.7** Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in paragraph (c), and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.
- G.6.8** Waiver. The parties recognize that this provision has potential effects that will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Chief Contracting Officer by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof. Further, the District may waive application of this provision when it is determined to be in its best interest to do so.