

MENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	6
2. Amendment/Modification Number A002	3. Effective Date November 26, 2019	4. Requisition No. RK137156	5. Solicitation Caption Child Support Guideline Review		
6. Issued by: Office of the Attorney General Support Services Division/Procurement Unit 441 4 th 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 th Street NW, Suite 550 North Washington, DC 20001-2714		
8. Name and Address of Contractor (No., street, city, state and zip code)		X	9A. Amendment of Solicitation No. DCCB-2020-Q-0003		
			9B. Dated (See Item 11) November 12, 2019		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code	Facility Code				
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. Offerors 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> 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)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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, 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)					
E. IMPORTANT: 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 Quotations No. DCCB-2020-Q-0003 for Child Support Guideline Review, as amended, is hereby further amended as follows: A. Responses to questions raised by a prospective offeror are set forth on the following pages 2 - 4. B. Section B is revised to reflect changes made herein. C. The time and date for receipt of quotations remains 10:00 a.m. on December 12, 2019.					
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	
(Signature of person authorized to sign)				11/26/2019	
		Signature of Contracting Officer)			

<u>Questions</u>	<u>OAG Responses</u>
<p>1. Is it possible to extend the solicitation receipt date? The Solicitation was released 11/08/2019 and is due 10:00 am November 19, 2019.</p>	<p>The solicitation was amended 11/19/2019 to extend date for quotes to 12/12/2019 and to change the Market Type to Open, since responses were not received under the set-aside for certified small business firms certified by the District's Department of Small and Local Business Development (SBEs).</p>
<p>2. Regarding completion of the price schedule in Section B.3 on page 2, does the</p>	
<p>a. bidder's price of the services for the base year in B.3.1 include items C.5.1 through C.5.13 and C.5.15 on pages 5 and 6?</p>	<p>Yes, all direct and indirect costs, profits and fees to provide the services in the Statement of Work should be included in the prices quoted in Section B.</p>
<p>b. Is the price for the option year one year in B.3.2 item C.5.14 on page 6?</p>	<p>See revised Section B.3 as revised herein.</p>
<p>3. Will OAG/CSSD provide a data extract from its automated system for the contractor to analyze the application of the current Guideline schedule to fulfill the requirement in Section C.5.7 on page 5 assuming that the contractor works with OAG/CSSD to define the sample and data fields and de-identify the data? (An electronic data extract is what most states provide to analyze child support guidelines applications.) If not, is the expectation that the contractor will obtain the data manually and need to be physically in the District to obtain the case file data? For example, is the expectation that the contractor will review hard copies of OAG/CSSD or court case files to obtain the data?</p>	<p>Yes, CSSD can provide a data extract of the guidelines that have been run. We can work with the Contractor to define the data fields based on what we currently have in our database.</p>
<p>4. Section C.5.11 on page 5 requires the contractor to attend in-person meetings and participate in conference calls with OAG/CSSD staff members and Commission members. For budgeting purposes, about how many in-person meetings are anticipated? For budgeting purposes, about how many conference calls are anticipated?</p>	<p>CSSD requires the contractor to attend one in-person kick-off meeting at the beginning of the project as well as be available for up to six (6) telephone conference calls with the Guidelines Commission and monthly (12) status update calls with CSSD.</p>
<p>5. Section C.5.14 on page 6, requires the contractor to present findings to lawmakers and testify at legislative hearings? For budgeting purposes, about how many of these presentations are anticipated?</p>	<p>The testimony presentation(s) will likely come after the initial term of the contract. We are amending the RFQ to solicit a daily rate in the Option Year(s) for such testimony and allow for reimbursement of expenses.</p>
<p>6. When is the estimated start date?</p>	<p>OAG anticipates making an award for work to begin within 20 days after receipt of quotes.</p>

Questions	OAG Responses
7. Section F.2.2 on page 7 states that “The price for the option period shall be as specified in the contract.” Please clarify what is the option that offeror should budget for? Is it service C.5.14 (which is the contractor presenting the findings to lawmakers or legislative hearings)? Are other services optional?	See revised Section B.3 as revised herein.
8. The Deliverables described in the table in Section F.3.1 (page 7) are missing some of the required services under C.5 (page 5). Do they need to be included for budgeting the cost of deliverables? Specifically, services not included in the F.3.1 table are:	All services delineated in the Statement of Work, Section C are required to be performed. The Deliverables table lists only tangible deliverable products. Some of the effort not listed as a separate deliverable is incorporated and reflected in a related deliverable.
a. C.5.10, which is to develop a review methodology;	The Review Methodology is not a separate deliverable; it will be included in the related reports. .
b. C.5.11, which is to attend in-person meetings and conference calls;	Results of these meetings will be incorporated in monthly Status and Final Reports.
c. C.5.14, which is at OAG/CSSD’s request, present findings to lawmakers and interested parties and testify in hearings; and,	Written testimony, due prior to such testimony is added to the table in F.3.1 as Deliverable #6. (Numbering of 2 nd #3 and 4 is hereby corrected to 4 and 5.)
d. C.5.15, which is to conduct an exit meeting.	An addendum may be issued, if necessary, to address matters not covered in the Final Report.
9. Please clarify how invoicing is to be structured? We are having trouble reconciling five pieces of information.	
a. Page 2 states it is a “firm-fixed price contract.”	Section B.2 is revised to read: The District contemplates award of a fixed price contract with a time and materials component.
b. There is a list of deliverables listed in F.3.1 on page 7 that could be delivered at fixed cost.	The deliverables are not separately priced. Include price in CLIN 0001.
c. Paragraph B.3 provides for price schedules for a base year and option year one.	See revised Section B.3 as revised herein.
d. What type of detail goes into the “proper invoices” in Section G.1.1 on page 8? Is this the fixed cost of a deliverable or is it time and materials including travel? Section G.2.1 states that a proper invoice consists of populating all required information in the portal. Can you provide that “required information” so we can align our proposed budget to the requirements?	See revised Section B.3 as revised herein.

<u>Questions</u>	<u>OAG Responses</u>
e. Section G.4.1 on page 8 provides for monthly payments or upon partial completion of services. Please clarify what this means.	Partial payments may be made on CLIN 0001, if warranted based upon percentage of completion.
10. Will this contract be subject to the 51% District Residents New Hires Requirements and First Source Employment Agreements requirements as stated in Section G.3 on page 8? If so, what are they?	We do not anticipate that the amount of this contract will trigger that requirement (applies to contracts of \$300,000 or more).
11. Section H.1 on page 13 only applies if there are new hires or apprentices or trainees resulting from the contract, right?	That is correct.
12. Section L.2.1 on page 35 of the solicitation states the offeror must submit the required attachments, and we could not locate one of them on http://ocp.dc.gov as referred to in Section I on page 32. Could you provide the attachments? Based on Section J (page 32) the attachments would be:	
J.7: U.S Dept of Labor Wage Determination No. 2015-4281 (11 pages), which we can't find; and,	The wage determination dated July 16, 2019 is attached.
J.8: Bidder/Offeror Certification Form (3 pages).	The Bidder/Offeror Certification can be downloaded from https://ocp.dc.gov/node/740742
13. Can you please list the "representations, certifications, and acknowledgments" in Section L.2.6 on page 35 so we don't overlook anything in our submission? There is a list in L.2.10.4.	
a. Is that the list?	Yes.
b. If so, can you clarify whether attachments J.2.1 through J.2.5 should be completed and attached or J.2.2 through J.2.6 (as stated in paragraph K.1 on page 33).	J.2, J.6 and J.8 should be completed.
c. Are there any forms to be completed regarding Section K as provided in L.2.10.4.c?	No, those are now incorporated into the Bidder/Offeror Certification form.
d. Please clarify what is meant by the "legal status of Offeror as specified in Section L.17? It is not clear whether there was a typographical error or if the bidder should provide documentation of adequate financial resources such as audits, performance records, and etc... to fulfill the requirements of Section L.17.1 on page 41.	The District may request documentation from the apparent successful offeror, only, prior to award.

D. As a result of the foregoing changes, **Section B.3, PRICE SCHEDULE**, is deleted and the following revised **Section B.3, PRICE SCHEDULE** is substituted:

B.3 PRICE SCHEDULE – REVISED

B.3.1 BASE YEAR

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Child Support Guideline Review as described in the Statement of Work, Section C.	One	Lot	\$_____	\$_____
0002	Testimony during Base Year	As Required	Day	\$_____	\$_____
0003	Reimbursable Costs	One	Lot	----	Ceiling \$2500.00

BASE YEAR ESTIMATED AMOUNT: \$ _____

B.3.2 OPTION YEAR ONE

CLIN	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	Follow-on Child Support Guideline Review, if required, as described in the Statement of Work, Section C.	One	Lot	\$_____	\$_____
0002	Testimony during Option Year	As Required	Day	\$_____	\$_____
0003	Reimbursable Costs	One	Lot	----	Ceiling \$2500.00

OPTION YEAR ONE ESTIMATED AMOUNT: \$ _____

TOTAL ESTIMATED AMOUNT FOR BASE AND ONE OPTION YEAR:

\$ _____

E. Add the following deliverable to the table in Section F.3.1:

6	Written Testimony per C.5.14	Soft Copy via Email	Prior to testimony	CA
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F. Add the following Cost-Reimbursement language as Section G.10:

G.3 COST REIMBURSEMENT CEILING

- G.3.1** Cost reimbursement ceilings for this contract are set forth in Section B.3, CLINs 0003 and 1003.
- G.3.2** The Reimbursable Direct Costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.
- G.3.3** The Contractor agrees that reasonable costs and expenses are determined at the sole discretion of OAG and will not include first class airfare or lodging rates that exceed rates set forth in the Federal Travel Regulations by more than 20%. Reimbursement for meals will be made at rates not to exceed the government per diem rate.
- G.3.4** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.
- G.3.5** The Contractor must notify the Contracting Officer (CO), in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.3.6** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- G.3.7** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides a revised cost reimbursement ceiling for performing this contract.
- G.3.8** No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.3.9** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.3.10** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.3.11** Only costs determined in writing to be reimbursable in accordance with this Section G.3 and the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.