


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>				1. Contract Number		Page of Pages	
						1	7
2. Amendment/Modification Number A001		3. Effective Date April 21, 2023		4. Requisition No.		5. Solicitation Caption Genetic Testing	
6. Issued by: Office of the Attorney General Support Services Division/Procurement Unit 400 6 <sup>th</sup> Street NW, Suite 2200 Washington, DC 20001				Code CB0		7. Administered by (If other than line 6) Office of the Attorney General Child Support Services Division 400 6 <sup>th</sup> Street NW, 8 <sup>th</sup> Floor Washington, DC 20001	
8. Name and Address of Contractor (No., street, city, state and zip code)      Code Facility Code				X	9A. Amendment of Solicitation No. DCCB-2023-R-0036		
					9B. Dated (See Item 11) April 5, 2023		
					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.</b> <b>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 Proposals No. DCCB-2023-R-0036 for Genetic Testing is hereby amended as follows:  A. Date and time for receipt of proposals is hereby extended from 10:00 a.m. on Wednesday, April 26, 2023 to <b>10:00 a.m. on Wednesday, May 10, 2023.</b>  B. Responses to some questions raised by prospective Offerors are provided on the following pages. Responses to remaining questions will be provided in a subsequent amendment.							
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 4/21/2023	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

### **QUESTIONS AND ANSWERS**

(Answers in **bold**.)

1. What is the anticipated award date? **July 1, 2023**
2. When is the anticipated start date? **July 1, 2023**
3. In 2019 indications are that the RFP was awarded based on pricing. Will technical scores or price or a combination of the two be the deciding factor for this opportunity? **Please refer to Section M.3. Technical factors are significantly more important than Price factors.**
4. We see that questions are due 5 days before the due date but there is no indication if this is calendar days or business days. Five days is a short period of time to circulate guidance provided in answers to Offeror question to our SMEs and incorporate their recommendations in our proposal. Will the agency consider extending the due date for a week or two to allow Offerors time to incorporate Q&A guidance in their proposals? **Due date is hereby extended for two weeks.**
5. Will the agency allow the use of trained buccal swab collectors for this project, instead of phlebotomists as the collections will be buccal swabs.? **Yes**
6. Will the equipment listed in bid section C.3.3.8 such as cabinets, fax machines and so forth also be required for jail and hospital collections? **If OAG elects to have the Contractor perform collections at these optional locations, the Contractor will need to provide all equipment necessary to successfully perform the work.**
7. How will equipment provide by the vendor be secured when not in use? The Vendor wants to be assured that the equipment will be secure and available only to the specimen collector. **Contractor is responsible for ensuring its equipment is secured (i.e., use of locked cabinets which it furnishes; collection room locked before leaving).**
8. Will the vendor-provided equipment remain in place on-site from one collection session to the next or will some or all of it need to be removed following each collection session? **Remain onsite and will not need to be removed (but this really is to the Contractor's discretion as this equipment will be provided and owned by the Contractor)**
9. Is there a phone line already in place for each location that will require a fax machine? **Yes, at the collection site located at the Courthouse. If we elect at some point to have the Contractor perform collections at OAG's headquarters, yes. At the collection sites located within the four (4) wards of the District, that will be the Contractor's responsibility.**
10. Please provide current per sample pricing for each testing category or collection scenario for the existing contract? **For both IV-D and Non IV-D Cases the current per specimen price is \$52.**
11. We understand that the sample volumes listed on the price sheet are estimates. The actual number of samples collected at each location for the scenarios listed on the price sheet are extremely important in accurately estimating staffing costs and pricing. Please provide the best estimate of actual annual samples counts for each location for each of the scenarios listed on the pricing sheet. We find the following footnote on the pricing template for the

base year and each option year:

“Estimated quantity for IV-D Cases is a total of 1,000 for all CLINs for 12 months and not 1,000 per CLIN”

Can we take this to mean that the total annual sample count we might expect to receive for all collection scenarios will be approximately 1000 samples total per year? **Yes. CSSD will endeavor to provide estimates for each scenario based upon history in a subsequent amendment.**

12. ): The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 25, dated 12/27/2022, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et seq., and incorporated herein as Section J.9. Please verify if section J.9 is part of the solicitation and if so what is the page number? **The most current wage determination will be provided as Attachment J.9.**
13. Will it be acceptable for Offerors to list exceptions and topics for possible negotiation after award in their proposal? **Offers that do not comply with requirements will be determined non-responsive and rejected. Please base pricing on what is specified. Topics for possible negotiation prior to award may be listed.**
14. Will agency staff provide sample collection services and if so please list the locations? **No, agency staff will not collect samples.**
15. Will agency staff require training for buccal swab collection? **No.**
16. Is a certificate of Good Standing sufficient to establish the Offeror’s registration for business in the District? **Entities that do business with the District of Columbia must be registered with the Office of Tax and Revenue and the Department of Licensing and Consumer Protection.**
17. Can the Agency confirm if the Non-IV-D cases will be a separate entity from IV-D cases? **Yes.** With separate billing and reporting addresses? **Yes.** Will it require separate contracts? **The DC Courts will issue its own separate contracts or orders under Cooperative Agreement authority and the Ordering provisions of the resulting contract. We will clarify this in a subsequent amendment and add specific payment terms applicable to the Courts..**
18. The Vendor would like to provide an update that AABB has had a name change to Association for the Advancement of Blood and Biotherapies in 2021. **Ok, thank you. Will correct.**
19. Section C.3.1 This section requires all staff to sign confidentiality statements. The vendor’s staff sign confidentiality agreements as a condition of employment. The vendor requests that the Vendor’s form be an acceptable confidentiality form or that the Authorized signer sign an attestation on behalf of the Vendor. **No, the IV-D Agency receives federal funding to operate, and we are required to have all our staff members and contractors’ staff members sign our confidentiality agreements acceptable to the Feds.**
20. Section C.3.2 The vendor can make arrangements to have the specimen shipped or provide collection instructions, but typically the laboratory doesn’t retrieve autopsy samples. Can the District change the language within this section to reflect the above? **Yes, we will change the language to make that clear, as it is not our intent to have the Contractor actually perform this collection.**

21. Section C.3.3.3. The vendor would like to request that the collections sites located at the court be available for Walk-in appointments, but that the vendor be able to schedule the appointments at the other requested collection sites. This could be accomplished by the Caseworker requesting an appointment using the vendor's on-line system. Both IV-D and Non IV-D clients are to be seen only on a walk-in basis at the Courthouse. **We will add language to Sec. C.3.3.4 to this effect. Clients with IV-D Cases will be scheduled by CSSD's staff person to be seen at the sites in the four (4) wards; however, the Contractor will be required to also allow walk-ins for both IV-D and Non IV-D clients at those sites.**
22. Section C.3.3.6 The Vendor would like to suggest an alternative to providing a specimen collector for each birthing hospital. The Vendor has had success with a similar request in that the Vendor provides training and supplies for the hospital staff to perform the specimen collection. Will DC consider this option? **We will respond to this in a subsequent amendment.**
23. Section C.3.3.10 The information regarding the blood transfusion or a bone marrow transplant is not included within the notarized report, but is included on the client authorization/chain of custody document. The chain of custody/client authorization are included as part of the results. Is this an acceptable approach as this information is not typically included on the notarized report, but common industry practice to include on Client authorization/chain of custody? **We will respond to this in a subsequent amendment.**
24. Section C.3.3.13 The Client Authorization/Chain of Custody Form will include a photograph of the parties who are being collected and will identify the identification that was provided by the individuals. We would request that Section C.3.13 be removed as all facilities may not have access to a copier machine and this is not a standard practice in the industry. **We will respond to this in a subsequent amendment.**
25. Section C.3.3.16 This specification requires that specimen collection sites be no further than 15 miles from the subject's principal place of residence and within two (2) business days of the Case Coordinator's request. The Vendor will always schedule the person to the closest collection site, but in some rural areas the collection site may be greater than 15 miles. In addition, the lab will also try to schedule within two (2) days of receipt of schedule, but if there is a delay then we can update our website with the delay, we expect this to be the exception and not the rule, but want to introduce that sometimes there are delays in scheduling. **We will revise this language in a subsequent amendment to address the Contractor's concerns.**
26. Section C.3.3.17. While the vendor can accomplish two (2) day notification for collections that are scheduled locally at the Courthouses, we would like to request five (5) business days to report non-appearance for parties scheduled by the Vendor such as out of area collections and interstate collections. **The language will be modified to read as follows:**

**If an individual fails to appear for a scheduled appointment for testing, then the Contractor shall notify the CSSD Paternity Unit's Program Specialist who scheduled the appointment of the individual's failure to appear. This notice shall be provided in writing within two (2) business days of the missed appointment in local cases and within five (5) business days of the missed appointment in interstate and international cases.**

27. Section C.3.3.18 In the scenario where a specimen is being tested in a matter that other than the one for which it was initially collect, this consent is typically obtained by the Child Support Office or ordered by the Court. We would like to request that this responsibility be taken care of by the District. **Based on our conversation at the pre-proposal meeting, the language will be modified to read as follows (language has been removed regarding reuse of samples):**

**The Contractor shall not dispose of any specimen collected, prior to test completion in the matter for which the specimen was collected, without receiving the prior written consent of the Case Coordinator or the CA, provided; however, that should retention of the sample compromise the integrity of the sample, then the Contractor shall be permitted to dispose of it, after notifying the Case Coordinator or CA.**

28. Section C.3.6.3 If a second genetic test is granted by a DC Superior Court, the Vendor is asking that the Court order the parties to coordinate and arrange the second test, as this shouldn't fall into the current Vendor's responsibilities. **We will respond to this in a subsequent amendment.**

29. Regarding section C.3.10.3 – This vendor has considerable experience transitioning projects of the kind described in the RFP in and out of our system and we will work with the agency and will assign adequate staff to ensure a smooth and successful transition. Personnel records contain personal and business sensitive information and are strictly private. On-site interviews for projects transitioning in our out of our system have not been required in the past and are not standard business practice in this industry nor is allowing our staff to move to a competitor as part of a contract transition. We respectfully request removal of section C.3.10.3. Alternatively our employees are primarily in the laboratory in Burlington, NC and any employees in the District are Patient Service Center employees that only do a very small amount of DNA collections and are otherwise indispensable, the Vendor is requested that we be granted an exception. **We will respond to this in a subsequent amendment.**

30. In section C.3.1 we find the following (excerpt):

“All contract staff, including subcontractors, shall be required to sign confidentiality statements reflecting their understanding of this requirement, prior to gaining access to any such confidential information.”

All of our employees sign a confidentiality agreement as part of the hiring process. Will this be sufficient? **No, see response to question 19 above.**

31. Regarding section H.3.3 – Ours is a large company with many locations in the US and internationally. Can we limit this posting requirement to locations with just DC employees? **Posting in the District of Columbia will be sufficient.**

32. We find the following in section 6. Inspection of Services subsection b on pages SCP.4-SPC.5 of the Standard Contract Provisions document:

The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance as for as long afterwards as the contract requires”.

Please describe what the District expectations are for this “system” and what is the meaning of “all inspection work performed by the Contractor”? **This is standard language. The CA will**

**evaluate Contractor's quality assurance system to ensure compliance.**

33. Under C.1.2.4 there is a definition for a "Phlebotomist" and that term is referenced throughout for the "one who collects specimens for analysis". A Phlebotomist is not needed or required in order to perform sample collections for genetic testing services. Can you revise the language and use the following wherever the word phlebotomist is used? *"Trained Sample Collector for collecting buccal swabs or a Phlebotomist if blood samples are required"*. **Yes we will make this change.**
34. Section C.3.3.3, C.3.3.4, C.3.3.5, C.3.3.6 and C.3.3.7-Please clarify the number of hours weekly to provide availability for sample collection is not negotiable. The table below reflects our understanding of the requirements, which translates into approx. 24 dedicated hours/week + 160 hours of availability at 4 sites+ special projects. The routine weekly hours of availability is extremely high for a contract of this size and will have significant impact to the cost of service. **We expect the Contractor to provide services from 8:00 am to-5:00pm at the sites within the wards and 8:30am-4:30pm at the Courthouse (you will see this change reflected in the amendment). The hours for optional services have yet to be determined and will be based on our need if and when we have a need for the optional service.**

Section	Days	Hours	Location Description	Other	Hours Availability/ Week
C.3.3.3	M,T,W,TH,F	8am-5pm	4 of 8 wards in DC	Walk In or Appt.	160
C.3.3.4	1 Day TBD	<b>8:30am-4:30pm</b>	D.C Superior Court 500 Indiana Ave		8
C.3.3.5	1 or 2(TBD)	TBD	400 6th St., DC		8 to 16 (TBD)
C.3.3.6	As Needed	As Needed	Birthing Hospitals		As Needed
C.3.3.7			Special Projects		As Needed
Approx. Total = Dedicated 24 Hours + 4 Add'l Sites for 160 hours + As Needed					

35. Section C.3.3.3-For parties that are scheduled at the four dedicated sites within the four wards of DC, how will the scheduling be handled? Will your staff schedule directly or will the contractor be scheduling these parties, please clarify the intended workflow for these parties. **CSSD staff will schedule the clients' appointments**

36. Section C.3.3.3-Of the 4 collection sites within the 8 wards of DC, does it matter which 4 the sites are located in? **We will respond to this in a subsequent amendment.**
37. Section C.3.3.14-At the sites not associated w/ Child Support or Courts, how will the process work if parties appear without the required documents? Will there be a designated contact to be available immediately by phone or is it anticipated there could be a wait time? This will be important to relay to the sites in order to set service expectations and determine time needed for staff. **There are designated individuals who the Contractor is to call or email to get a copy of the paperwork prior to collecting a specimen when the person appears without the required paperwork. There are two designated individuals for IV-D Cases who will be able to assist the Contractor with getting this paperwork fairly quickly, so there should not be a long wait time for the Contractor to get this paperwork. The Court has a designated person and if that person is unreachable there is a helpdesk that the Contractor can call to get the document they need for non IV-D Cases.**
38. Section C.3.6.3-If a second test is required and coordinated by the Contractor, how will it be billed to the CSSD or Superior Court? Is an additional test subject to reimbursement? **The Contractor can bill directly for the recollection of samples as part of a second test as long as the retest is not being done due to the Contractor's negligence or wrongdoing in collecting the samples or performing the test the first time.**