

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number		Page of Pages		
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2. Amendment/Modification Number DCBE-2007-R-0023-003		3. Effective Date March 13, 2007		4. Requisition/Purchase Request No.		5. Solicitation Caption Medical Review Officer Services	
6. Issued by: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700S Washington, DC 20001			Code	7. Administered by (If other than line 6) Office of Personnel 441 4 th Street, NW, Suite 300S Washington, DC 20001			
8. Name and Address of Contractor (No. street, city, county, state and zip code) Code Facility				X	9A. Amendment of Solicitation No. DCBE-2007-R-0023		
					9B. Dated (See Item 11) February 9, 2007		
					10A. Modification of Contract/Order No.		
					10B. Dated (See Item 13)		
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>1</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 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 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 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 _____ copies to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation DCBE-2007-R-0023 is hereby amended to provide responses to the following offeror questions. See Page 2.							
Except as provided herein, all terms and conditions of the document is 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 Gena Johnson <i>fw</i>			
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed		16B. District of Columbia <i>Signature of Contracting Officer</i>		16C. Date Signed 3/13/07	

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DCBE-2007-R-0023-003	March 13, 2007		Medical Review Officer Services	

RESPONSES TO OFFEROR'S QUESTIONS:

Q1. Can you tell me which drug testing laboratory the District now uses for regulated drug and alcohol testing?

A1. This is a new requirement, thus the District is not using a laboratory at this point.

Q2. What does the alcohol review consist of?

A2. The alcohol review consists of: reviewing "shy lung" cases and reviewing CCF's for a percentage of negative and positives test results

Q3. Since our firm is a corporation with the majority of our employees located outside to the Washington, DC metropolitan area, does H.6.4 (contract of less than \$100,000.00) exclude us from the 51% Hiring Mandate of Hiring District of Columbia Residents?

A3. Section H.6.6 of the solicitation provides the factors for exclusion of the Hiring Mandate. Please see attachment 1 for revisions to Section H.6.

Q4. Is a corporation, located outside of the Washington, D.C. Metropolitan Area, exempt from the Living Wage Act?

A4. No, there is no exemption for work performed outside of the Washington Metropolitan Area.

Q5. If a corporation's General Liability Insurance is currently \$2,000,000.00 with a \$4,000,000.00 Umbrella, would this need to be adjusted to \$1M and \$5M as stated in the Solicitation?

A5. Yes. The coverages will need to be adjusted in accordance with the solicitation requirements.

Q6. Please clarify the statement requesting electronic submission in Section L.14 on page 30 of the RFP. There are several forms (certifications, licenses) that are required as part of the proposal. Is the intention to have proposals scanned and transmitted via email?

A6. No, proposals are not to be transmitted via email. However, offerors may include a diskette or CD-ROM with the electronic copies of all required documentation.

H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.6.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.6.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.6.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report” its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.6.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.6.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section **H.6.4** of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section **H.6.4** and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section **H.6.6**.

H.6.6 The Contracting Officer may waive the provisions of section **H.6.4** if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.6.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.6.5 and H.6.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.6.4 or whether a waiver of compliance pursuant to section H.6.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.6.8.

H.6.9 The provisions of sections H.6.4 through H.6.8 do not apply to nonprofit organizations.