AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. Contract Number	Page of Pages	
	1	5

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
001	See Box 16C		NCI Building Community Relations

6. Issued by: Code

Office of the Deputy Mayor for Planning and Economic Development
Office of Contracts, Procurement and Grants
1015 Half Street, S.E., Suite 675
Washington, D.C. 20003

7. Administered by (If other than line 6)

Office of the Deputy Mayor for Planning and Economic Development
1350 Pennsylvania Avenue, N.W., Suite 317
Washington, D.C. 20004

8. Name and Address of Contractor (No. street, city, county, state and zip code)

TO ALL PROSPECTIVE CBE OFFERORS

Code Facility

	9A. Amendment of Solicitation No. DCEB-2016-R-0002
X	9B. Dated (See Item 11) August 10, 2016
	10A. Modification of Contractor/Order No.
	10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ 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 one (1) copy 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 CONTRACTORS/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, Section 3601.2(b) 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:
	C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2 Change Clause, 27 DCMR 2005.6(d) as amended
	D. Other (Specify type of modification and authority) Paragraph 15, Changes, Standard Contract Provisions

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return one (1) copy to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

1. **THE DUE DATE AND TIME FOR SUBMISSION OF OFFERS IS HEREBY EXTENDED TO 2:00 PM LOCAL TIME, FRIDAY, SEPTEMBER 9, 2016.**

2. Add to section G.1.1 the following: "Payment to the Contractor for consultant personnel will be based on the fully loaded fixed hourly rate for each classification of consultant personnel set forth in section B.3."

3. Section G.1.3 – Delete the second sentence in its entirety and substitute the following: "The contractor shall be reimbursed for direct costs only. The direct costs shall not include wages, overhead, G&A and profit."

4. Add to section M.3.2 the following: "The price to be used in this section for the purpose of evaluation shall be based on the total average hourly rate as set forth in section B.3."

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 Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST Director of Contracts, Procurement and Grants	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia (Signature of Contracting Officer)	16C. Date Signed 8-24-16

5. PROSPECTIVE OFFEROR QUESTIONS OF CLARIFICATION AND THE DISTRICTS RESPONSES ARE SET FORTH BELOW:

Question #1: Is there an incumbent, if so, who is the company?

Response: There is no incumbent company.

Question #2: Is the incumbent eligible to submit a proposal?

Response: There is no incumbent company.

Question #3: How long has the incumbent been working on the contract?

Response: See response to Questions 1 and 2.

Question #4: Who had the contract before the current incumbent?

Response: See response to Questions 1 and 2. NCI engaged Reingold Link to perform only the public relations activities. Reingold Link subcontracted to Triple Aim Alliance to perform community building activities. Neither Reingold nor Triple Aim has a contract with the District.

Question #5: How long has the contract been in existence?

Response: There is no existing contract.

Question #6: Does the incumbent have partners and subcontractors working on the contract, if so who?

Response: There is no existing contract.

Question #7: Does the contract have option years, if so, were they exercised?

Response: There is no existing contract.

Question #8: What was the contract award amount per year?

Response: There is no existing contract.

Question #9: What was the total contract award amount for all years with options years included?

Response: There is no existing contract.

Question #10: What are the key personnel positions currently working on the contract?

Response: There is no existing contract.

Question #11: What is the highest paid salary of the key personnel working on the contract?

Response: There is no existing contract.

Question #12: How many positions are currently working on the contract?

Response: There is no existing contract.

PROSPECTIVE OFFEROR QUESTIONS OF CLARIFICATION AND THE DISTRICTS RESPONSES CONTINUE AND ARE SET FORTH BELOW:

Question #13: Is there a ceiling cap on Other Direct Costs (ODCs), if so, how much?

Response: Yes, $40,000 per year.

Question #14: Is this a new requirement?

Response: Yes.

Question #15: Is there a requirement for Key Personnel to be current full-time employees of the firm, or can they be contract-based employees?

Response: Key Personnel does not have to be current full-time employees of the firm. The Key Personnel may be contract-based employees.

Question #16: Is the contractor required to provide an estimated price for Other Direct Costs (ODC), e.g. Travel, on-site collateral, materials, etc?

Response: Yes.

Question #17: Will the contractor pay for the Other Direct Costs (ODC) and be reimbursed by the government?

Response: Yes, but not in excess of the ceiling.

Question #18: Is this an existing requirement? Ifs so, can you provide the contract number of the existing contract and/or name of contractor providing these services?

Response: No, this is not an existing requirement.

Question #19: Is there a page limit for each task?

Response: No, as long as the total number of pages do not exceed the entire response page limit.

Question #20: Will the deadline be extended to incorporate feedback from the questions?

Response: See Paragraph #1 of this Amendment.

Question #21: Please provide a breakdown of ODC for the past three years, broken out by year.

Response: There is no existing contract, nor a similar one that has existed, therefore there is no information that the District can provide.

Question #22: How many Past Performances are required and should we include questionnaire forms filled out by previous or current clients?

Response: At least three past performances are required; questionnaires may also be submitted.

PROSPECTIVE OFFEROR QUESTIONS OF CLARIFICATION AND THE DISTRICTS RESPONSES CONTINUE AND ARE SET FORTH BELOW:

Question #23: Are resumes, cover pages, and past performance included in the page count?

Response: No

Question #24: How does the price volume need to be formatted? Page limits? Charts?

Response: Submit Pricing using Solicitation Section B.3 "Price Schedule"

Question #25: Are there any ODCs associated with this contract? How are they priced?

Response: See responses to Questions 13 and 16.

Question #26: Should we include a full Project Management Plan? If yes, does it count against the technical page limit?

Response: Yes, Proposed Project Execution Plan should be included. See Section M.3.1.5. Yes, PEP counts toward technical page count limit.

Question #27: A University is a non-profit institution of higher education. It is not a business. Is a University required to have a license to transact business in the District of Columbia? Section L.15.2 refers to "…a corporation or partnership…" The University is neither.

Response: Yes, all institutions, including not-for-profit, educational, universities that intend to do business in the District of Columbia are required to have a license to transact business in the District of Columbia.

Question #28: Is only the prime offeror (not subcontractors) required to submit a) tax certification affidavit, b) contractor experience questionnaire, c) past performance evaluations?

Response: Yes, the prime offeror only is required to: a) submit tax certification affidavit (if applicable) b) contractor experience questionnaire, which may include subcontractors experience, and c) past performance evaluations may include subcontractors evaluations.

Question #29: The tax certification affidavit says it should only be completed by those registered to do business in Washington, DC. Depending upon the answer to #28, how would we handle this?

Response: Offerors not registered to do business in the District need not submit the tax affidavit. However, the proposed Contractor must be registered to do business in the District of Columbia.

Question #30: A potential subcontactor is a for-profit company based outside of Washington, DC. Does this company have to have its own license to transact business in the District of Columbia?

Response: Both The prime contractor and subcontactor are required to be licensed to transact business in the District of Columbia.

PROSPECTIVE OFFEROR QUESTIONS OF CLARIFICATION AND THE DISTRICTS RESPONSES CONTINUE AND ARE SET FORTH BELOW:

Question #31: Will this contract be subject to the First Source Employment Agreement? a) If so, please confirm that a hired contractor would fall outside this requirement. b) If so, please confirm this agreement with DOES would be negotiated later and does not need to be included with the proposal.

Response: a) The First Source Agreement applies to the offeror. b) The Offeror must submit with its proposal a plan for compliance with First Source; however the First Source Agreement must be negotiated prior to award.

Question #32: Please confirm the 80-page length includes both the technical and cost proposal components.

Response: Cost proposal is excluded from the 80-page limit.

Question #33: Is the redacted version of the proposal due at the same time/date as the full version?

Response: Yes, redacted version is due at the same time/date as the full version.

Question #34: Do the U.S. Department of Labor Wage Determination guidelines apply to all employees, or just new hires as a result of this contract? Would contractors be subject to this? a) If so, this list does not include any job categories related to our line of work. How would that be addressed?

Response: U.S. Department of Labor Wage Determination guidelines apply to all employees working on the contract regardless of hire date. All contractors are required to adhere to the U.S. Department of Labor Wage Determination guidelines. Wages of employees in categories not listed should be conformed to the nearest listed classification. See Standard Contract Provision for the Service Contract Act, 24(C) (2). Note that certain executive, administrative or professional personnel as defined in 29 CFR Part 541 may be exempt.

Question #35: Are non-profits subject to the U.S. Department of Labor Wage Determination guidelines? If not, would subcontractors be subject to them?

Response: Non-profit contractors are covered by the Service Contract Act. All subcontracting agreements must also require the subcontractor to be covered by the Service Contract Act.