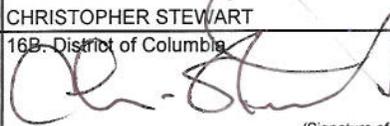


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 12	
2. Amendment/Modification Number A0001	3. Effective Date 23-Aug-10	4. Requisition/Purchase Request No.		5. Solicitation Caption Temporary Staffing Services	
6. Issued By: Office of Contracting and Procurement Professional Services/Public Safety Cluster 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6) Office of Risk Management 441 4th Street, Suite 800S Washington, D.C. 20001		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) ALL PROSPECTIVE OFFERORS			(X)	9A. Amendment of Solicitation No. DCJA-2010-B-0001	
			X	9B. Dated (See Item 11) 8/10/2010	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
X 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>One</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 ACKNOWLEDGEMENT 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 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 date, 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 checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) THIS SOLICITATION IS HEREBY AMENDED TO PROVIDE OFFICIAL ANSWERS TO BIDDER-SUBMITTED QUESTIONS (SEE ATTACHMENT A), AND TO MAKE THE FOLLOWING CHANGES: UNDER SOLICITATION NUMBER DCJA-2010-B-0001, INSERT: SECTION B.7 This procurement is being funded by the District of Columbia with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act). The Contractor will be subject to the additional requirements included on Attachment J.9 INSERT: Attachment J.9 UNDER SECTION L.4 - BID SUBMISSION DATE AND TIME DELETE: August 30, 2010 INSERT: September 7, 2010					
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 CHRISTOPHER STEWART		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 8-23-10

ATTACHMENT A

**Questions Submitted by Prospective Bidders
(Ref. DCJA-2010-B-0001 – Temporary Staffing Services)**

Question #1 What Does an IFB bid Mean?

Answer #1 Invitation for Bids

Question #2 Where/When will the public bid opening take place?

Answer #2 The Office of Contracting and Procurement (OCP), 441 4th Street, NW, Suite 700S, Washington, DC 20001 on August 30, 2010 at 10:00 AM. All Bidders are invited.

Question #3 In reference to c.6.2 - section A- You ask for 3 letters of reference from 3 contracts. If the references are from DC gov't can we just provide the info to be verified? It is difficult to get such information from our end users in the gov't.

Answer #3 The solicitation states that 3 letters of reference are required. Each reference should contain relevant information to permit independent verification by OCP.

Question #4 In reference to c.6.2 section B- you require a list of 5 previous contracts from which we provided similar work as well as a copy of the performance evaluation review conducted by the customer. If we have an evaluation from open ratings. Com can we use this instead? This is what we have to submit when applying for GSA schedule? This is primarily done because all of our government contracts are not very diligent in giving formal performance evaluations.

Answer #4 Yes, you can, provided you do the following: (1) conspicuously indicate that you are submitting an evaluation from open ratings.com to satisfy the requirement of Section C.6.2(b), and (2) you include with it a list of government contract(s) for which you were not able to obtain the required documentation.

Question #5 Section C.6.3- You are discussing that the IMA will conduct face to face interviews with the contractors staff as part of the selection process. Do you want us to submit only 6 clerk level I resumes and 13 clerk Level II resumes or can we submit more?? Also, will there only be one award or might it be split based on the interviews?

Answer #5 Yes, you can submit more. The District will award only one contract resulting from this solicitation.

Question #6 In general what other requirements are required with the proposal other than the past performance, resumes, price and reps and certs? In particular are you requiring a technical proposal?

Answer #6 Only the requirements as stated in the solicitation. Technical proposal is not stated in the solicitation and none is required.

Question #7 In section F.2.1 you mention there are no option periods, yet in section L.14 you state that Bidder shall include option years.- can you please clarify and also if it is required for option periods how many?

Answer #7 Section F.2.1 of the Solicitation is valid – there are no option periods. Ignore the directive stated in section L.14 of the Solcitation.

Question #8 Can you please provide me with the Wage Determination 2005-2104 Revision No. 12, dated 6/15/10? The one I was able to retrieve was Wage Determination No 2005-2103 Revision 10, dated 6/15/2010. I went to OCP and department of labor and could not find revision 12.

Answer #8 A copy of Wage Determination 2005-2104, Revision No.12, dated 6/15/10 will be provided to the successful bidder. However, if at the time of contract award a revised version became available, this revised version will be provided to the successful bidder.

Question #9 Section L.15 Page 40, can you please explain exactly what a partnership has to submit?

Answer #9 Please see Section L.15.3 of the Solicitation.

Question #10 Section C.6.2, page 6, item B) the solicitation require a past performance evaluation for previous contracts. What if the point of contact no longer works for the agency? Can you use a previous past performance that they completed? What if the customer do not complete the evaluation in a timely manner? Even though you have requested it?

Answer #10 The Bidder provides 3 letters of reference from a minimum of 3 contracts in which the bidder has performed similar work in the past five (5) years.

The Bidder must include with its bid all documentation required in order to be considered for award.

Question #11 Are there incumbents currently in these positions? If so, will the new vendor be required to keep them on board or will we be allowed to bring on our own staff?

Answer #11 See Section C.1 of the Solicitation.

Question #12 Technical proposal to include all 44 pages of the solicitation?

Answer #12 A Technical Proposal is not required. However, return all 44 pages of the solicitation, which includes page one, (the Solicitation, Offer and Award page), with your bid. Remember to complete items 14 – 18 on this page.

Question #13 Do you need resumes for all candidates?

Answer #13 Please see Section C.6.3 of the Solicitation

Question #14 First Source Agreement?

Answer #14 Please see Section J of the Solicitation. Complete and submit with your bid the attachments identified as J.3, J.4, J.7, and J.8. All forms are available at www.ocp.dc.gov and/or can be picked up from the OCP Bid Room at 441 4th Street, NW, 703S, Washington, DC 20001

Question #15 All proposals include Wage Determination No.2005-2104, Revision No. 12, dated 6/15/10 Skill category General Clerk I and General Clerk II ?

Answer #15 Do not include Wage Determination No. 2005-2104, Revision No. 12, dated 6/15/10 with your bid. However, the required skill categories are included in the Wage Determination.

Question #16 Do you need past performance survey?

Answer #16 Please see Section C.6 of the Solicitation.

Question #17 Do you require Clean hand Certification or Tax certification Affidavit?

Answer #17 For Clean Hands Certification, please see Section L.15.2 of the Solicitation; and for Tax Certification Affidavit, please see Section J.7 of the Solicitation and answer #14 above.

ATTACHMENT J.9

PROVISIONS APPLICABLE TO PROCUREMENTS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT

I. APPLICABILITY OF THE AMERICAN RECOVERY AND REINVESTMENT ACT

This procurement is being funded by the District of Columbia with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act), and is subject to the reporting and operational requirements of the Recovery Act. All contractors and subcontractors are subject to audit by appropriate federal and District entities. The District has the right to cancel, terminate or suspend the contract if the Contractor or any subcontractor fails to comply with the reporting or operational requirements of the Recovery Act, as it may be amended.

II. REPORTING

1. In addition to the other reporting requirements in this contract, the Contractor shall comply with all reporting requirements of the Recovery Act, as follows:

(a) *Definitions.* As used in this clause—

“Contract” means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications.

“First-tier subcontract” means a subcontract awarded directly by a prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the Recovery Act. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the Recovery Act. This definition covers only prime contractor

positions. The number shall be expressed as FTE, calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the Contractor to provide products and/or services that are funded under the Recovery Act. Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice has been submitted are due no later than 5th calendar day after the end of each month.

(d) Unless otherwise directed by the Contracting Officer, the Contractor shall report the following information, using the online reporting tools available at <https://reporting.dc.gov>

(1) The contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the Contractor for the reporting period.

(3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the previous month.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

- (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(8) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(9) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 8, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(10) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor. A job cannot be reported as both created and retained.

(11) A unique identifier for each of the Contractor's employees working on a project funded by the Recovery Act. The unique identifier will be the employee's last name combined with the last three numbers of their social security number.

(12) Total hours worked on work funded by the Recovery Act by each employee utilizing the unique identifier.

2. The Contractor shall designate a responsible contact person who will ensure that the data described in Section II.1 is reported by the required time. The Contractor designates the following person as the contact person:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email address: _____

3. A cumulative amount from all the reports submitted for this contract will be maintained by the District's on-line reporting tools.

4. The Contractor shall not use Recovery Act funds to meet the cost of its tracking and reporting requirements under its Recovery Act contracts.

III. POSTING AVAILABLE JOB OPENINGS

The Contractor shall promptly post all new job openings on the District Department of Employment Services' website at www.dcnetworks.org.

IV. ACCESSIBILITY TO RECORDS REQUIREMENTS

1. Pursuant to section 1514 of the Recovery Act, the Contractor agrees to allow any appropriate federal entity, including an inspector general:
 - a) access to examine any records of the Contractor and any subcontractor pursuant to this contract that pertain to, and involve transactions relating to, this contract or any subcontract under this contract; and
 - b) to interview any officer or employee of the Contractor, or any subcontractor, regarding such transactions.

2. Pursuant to section 902 of the Recovery Act, the Contractor agrees to allow the Comptroller General and his representatives:
 - a) access to examine any records of the Contractor or any of its subcontractors that directly pertain to, and involve transactions relating to the contract or subcontract under this contract; and
 - b) to interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

V. EQUAL EMPLOYMENT OPPORTUNITIES

In addition to the District's equal opportunity requirements, the Contractor shall comply with, and require its subcontractors to comply with, all of the following federal laws for equal employment opportunities, if applicable:

- Titles VI and VII of the Civil Rights Act of 1964
- Equal Pay Act of 1962
- Age Discrimination in Employment Act of 1967
- Title IX of the Educational Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Titles I and V of the Americans with Disabilities Act of 1990
- Fair Housing Act
- Fair Credit Reporting Act
- Equal Educational Opportunities Act
- Uniform Relocation Act

VI. WHISTLEBLOWER PROTECTIONS

1. Pursuant to Section 1553 of the Recovery Act, the Contractor and all subcontractors are prohibited from discharging, demoting or otherwise discriminating against any employee of

the Contractor or any subcontractor as a reprisal for disclosing any of the following information that the employee reasonably believes is evidence of:

- a) gross mismanagement of the contract related to Recovery Act funds;
- b) gross waste of Recovery Act funds;
- c) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds;
- d) an abuse of authority related to the contract, including the competition for or negotiation of the contract, related to Recovery Act funds; or
- e) a violation of law, rule or regulation related to Recovery Act funds.

2. The inspector general shall receive and investigate all complaints alleging a violation of Paragraph 1 of this section.

3. All contractors and subcontractors receiving Recovery Act funds shall post a notice of employee rights as described in Paragraph 1 of this section in conspicuous locations with other required employee rights information.

VII. ADDITIONAL PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS

1. Department of Labor Wage Determinations

- a) The Contractor and its subcontractors shall pay all laborers and mechanics wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. The Contractor shall be bound by the wage rates for the term of the Contract.
- b) All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this Contract.

2. Buy American

- a) Pursuant to Section 1605 of the Recovery Act, the Contractor and all subcontractors must use steel, iron and manufactured goods that have been produced in the United States, unless the Government determines one of the following:
 - (i) The use of those materials would be inconsistent with the public interest;
 - (ii) That there is an insufficient quantity or quality of steel, iron or relevant manufactured goods that were produced in the United States; or
 - (iii) The use of those materials would increase the cost of the project by more than twenty-five percent (25%).
- b) The Contractor may seek a waiver from the Buy American requirements by appealing to the appropriate agency under the rules at 2 CFR Part 176.

VIII. PROVISIONS APPLICABLE TO SUBCONTRACTORS

The Contractor shall provide a copy of this Attachment **J.9** to all of its subcontractors under this contract.