

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 13	
2. Amendment/Modification Number DCPO-2009-R-0001-002		3. Effective Date See Block 16C Below	4. Requisition/Purchase Request No.	5. Solicitation Caption Procurement Training Curriculum	
6. Issued By: Office of Contracting and Procurement Special Projects 441 4th Street, Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6) Office of Contracting and Procurement 441 4th Street, NW Suite 703 South, ATTN: Bid Room Washington, DC 20001		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCPO-2009-R-0001	
				9B. Dated (See Item 11) 10/9/2008	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>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. 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>5</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.</p>					
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 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 No. DCPO-2009-R-0001 is hereby amended as described in the the text below and pages 2 through 13:					
1. Solicitation No. DCPO-2009-R-0001 is hereby extended from November 21, 2008 to November 26, 2008 by 2:00 P.M., EST.					
2. Delete: "B.3 Price Schedule" in its entity. Add: "B.3 Price Schedule" and " B.4" as shown on pages 2 and 3 in their entity.					
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 Hans Paeffgen		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed 11/13/2008
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

“B.3 PRICE SCHEDULE

The District is awarding a requirements contract based on firm fixed unit prices. Payment will be made on a per class basis. The prices stated shall include all items to effectively conduct and complete the required service described in the Statement of Work (“SOW”) including, but not limited to, the cost of labor, overhead, administrative charges, taxes, profit, insurance and other expense associated with the training course(s) including course materials and the training facility.

Contract Line Item No. (CLIN)	Course Title	# of Days (Proposed)	Estimated Quantity	Unit of Measure	Unit Price Per Class	Estimated Amount (Off-Site-Class size of 20)
0001	Writing Statements of Work		4	Per Class	\$ _____	\$ _____
0002	Simplified Acquisitions		4	Per Class	\$ _____	\$ _____
0003	Source Selection		4	Per Class	\$ _____	\$ _____
0004	Advanced Source Selection		2	Per Class	\$ _____	\$ _____
0005	Competitive Sealed Proposals		3	Per Class	\$ _____	\$ _____
0006	Competitive Sealed Bids		3	Per Class	\$ _____	\$ _____
0007	Cost Price Analysis		3	Per Class	\$ _____	\$ _____
0008	Contract Negotiation/ Techniques		3	Per Class	\$ _____	\$ _____
0009	Contract Administration, including Modifications		4	Per Class	\$ _____	\$ _____
0010	Human Care Agreements		2	Per Class	\$ _____	\$ _____
0011	Advanced Cost Price Analysis		3	Per Class	\$ _____	\$ _____
012	Developing and Managing RFPs in the Public Sector		3	Per Class	\$ _____	\$ _____
0013	Notifications, Protests and Mistakes		3	Per Class	\$ _____	\$ _____
	Total Estimated Price			All Classes	\$ _____	\$ _____

Contract Line Item No. (CLIN)	Service Description	Not to Exceed Total
0014	Reimbursement of Travel Cost Paid at GSA Rate (Receipts must be submitted)	\$_____
0015	Reserved	Reserved

B.4 If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP may be deemed unacceptable and may be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal.”

3. Section C.1 in the first paragraph

Delete: “The courses must be certified by the American Council on Education for continuing education or college credit.”

4. Section C.3.6 first sentence

Delete: “certificates of credit”

Add: “certificates of completion”

5. Section preceding C.3.8

Delete: “C.3”

Add: “C.3.7”

6. Section C.3.7

Delete: “The Contractor shall provide certificates showing the Continuing Education Units (CEU) credits earned for each participant who successfully completes the final examination, seven days after course completion.”

Add: “The Contractor shall provide certificates of completion for each participant who successfully completes the final examination, within 10 calendar days after course completion.”

7. Section F.2

Delete under “Deliverable” column: “Certificates (Continuing Education Units – CEUs)”

Add under “Deliverable” column: “Certificates of Completion.”

8. Section J.2.1

Delete: “LSDBE Certification Package”

Add: “Business Certification (www.DSLBD.dc.gov)”

9. Section M.4.3.1

Delete: “Offeror’s key personnel have experience in providing education and training consulting services.”

Add: “Offeror’s key personnel have proven experience in developing a procurement curriculum and delivering procurement specific training commensurate with the requirements of the solicitation.”

10. Reserved

11. Section B.3 Contract Line Item (CLIN) No. 0015

Delete: Contract Line Item No. 0015 in its entirety.

Add: “Reserved”

12. Section C.3.13

Delete: “The Contractor shall develop a Train the Trainers program which enables OCP personnel to teach the individual classes based on the course material developed for each class under this contract. Additionally the Contractor will provide examination keys for each class under this contract fifteen calendar days (15) prior to the expiration of the Contract.”

Add: “The Contractor will provide examination keys for each class under this contract fifteen calendar (15) days prior to the expiration of the Contract.

13. Section C.3.14

Delete: “The Contractor shall provide a customization rate (hourly basis) to make changes requested by the COTR and after approval by the Contracting Officer.”

Add: “Reserved” after C.3.14

14. Section F.2

Delete: Last Deliverable “Train the Trainers” (on page 10)

Add: “Examination Keys”

15. Sections M.5 through M.5.5.3

Delete: “M.5 through M.5.5.3” in their entirety.

Add:

“M.5 Preferences for Certified Business Enterprises”

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in

evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

- M.5.1.1** At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or
- M.5.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.1.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.5.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.2.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.2.3** Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.2.4** Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of

two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.2.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.5 Vendor Submission for Preferences

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.6 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1, the prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP may be deemed unacceptable and may be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.5.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.5.6.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.5.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.5.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by

the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

- M.5.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.5.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.5.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.5.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.5.7.1** The dollar amount of the contract or procurement;
- M.5.7.2** A brief description of the goods procured or the services contracted for;
- M.5.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.5.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.5.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.5.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.1; and
- M.5.7.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.1.

M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan

- M.5.8.1** If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- M.5.8.2** In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.”

Amendment
DCPO-2009-R-0001-002
Procurement Training Curriculum

Amendment No.
DCPO-2009-R-0001-002
Procurement Training Curriculum

Offerors Questions or Suggestions Pursuant to Solicitation DCPO-2009-0001-002 and Answers Thereto:

Q. 1. The courses must be certified by the American Council on Education for continuing education or college credit. This requirement is restrictive and limits competition. Consider removing the requirement and allow for additional competition.

A. 1 The requirement was changed to allow for maximum competition.

Q. 2. Is the offeror required to fill out the “EEO plan, tax certificate, [etc] before award or is this done after award?

A. 2. Please submit the completed forms with your proposal.

Q. 3. How can a prospective offeror obtain a copy of the 27 DCMR and updates?

A. 3. OCP on its official website (www.ocp.dc.gov) lists a portal named 27DCMR.

The Office of Contracting and Procurement placed on this website only the updates to Title 27 for those chapters promulgated by the Office of Contracting and Procurement. If you wish to have a copy of the entire Title 27, please contact the Office of Documents and Administrative Issuances, 441 4th Street, NW, Washington, DC 20001, (202) 727-5090.

Q. 4. What does “SCP” stand for/mean?

A. 4. Standard Contract Provisions. The solicitation in Section I.1 explains the applicability of the aforesaid provisions.

Q. 5. The solicitation states that a “single award is contemplated.” Please clarify this statement. Will proposals that address only some to the required course topics be considered?

A. 5. No. The District intends to award a contract to the successful and responsible offeror.

Q.6. If a vendor can provide a single course title that addresses multiple required course topics, is it acceptable to propose fewer courses to meet the RFP requirements?

A.6. No. The District’s requirement is unchanged.

Q.7 Has a budget for this work been set and/or approved?

A.7. The District intends to award a requirements' contract. Section G.1 of the solicitation contains the Ordering Clause which specifies that any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such delivery orders or task orders will be issued based on encumbered funds.

Q.8. When does the District anticipate the first class delivery date?

A.8. Section C.3.10 of the solicitation states that the "Contractor shall assist the District in developing a course delivery schedule within two weeks of issuing a task order pursuant to the Ordering Clause contained in the solicitation. Once issued, OCP will schedule a class or classes in consultation with the Contractor."

Q.9. Has anyone delivered this training to the District in the past (either via internal or external instructors)? If so, who?

A.9. Training has been provided by both internal and external instructors. As concerns the "If so, who?" question, it is the District's position (during the pre-award stage) that it would be unusual to disclose details of prior contracts, including the names of companies or individuals, involved either as internal or external instructors. OCP's Freedom of Information Officer can be reached by e-mail at josette.mercer@dc.gov.

Q.10. Regarding the Human Care Agreements course title, is it related to the acquisition to human care services? Is this a stand alone topic, or can it be incorporated as a module(s) in another course topic? Will District Subject Matter Experts be on hand to assist the awarded vendor in developing this content?

A. 10. Attachment J.1.4 under "Human Care Agreements" refers to "the procurement of medical/human care services." As concerns incorporation as a module(s) in another course the District's requirement is unchanged. As concerns the availability of District Subject Matter Experts, a Contracting Officer's Technical Representative (COTR) will be named at the date of award.

Q.11. Can you clarify course customization, and the Train the Trainers aspect?

A.11. Course customization, which was intended to serve to accommodate changes, unknown or unforeseen at the date of award, is being deleted via this amendment. The Train the Trainers requirement was also deleted via this amendment.

Q.12. We went on-line and found that the DCMR has still not been updated by OCP. The on-line version has a date of July 1988 and we had more than a few problems navigating that document with all of the letters that had been issued to make changes.

A.12. Please see the Contracting Officer's response under A.3 above.

Q.13. We are asking whether we could have an advance payment for the ACE review costs? The cost of 13 courses is roughly \$30,000 to \$35,000, depending upon how many days the review takes. ACE requires payment up front, so we would need an advance payment for those costs. Also, payments (by the District) were slow to really late.

A.13. The ACE Certification requirement has been deleted via this amendment as a District requirement to maximize competition. Furthermore, the Contracting Officer can only answer questions about this solicitation, not about the past. The solicitation provides in Section G.1.2 that the "District will pay the Contractor on or before the 30th day after receiving a proper invoice." The Quick Payment Clause and specifically Section G.6.1.1 state(s) that the "District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq." Additionally, your comments regarding contract administration in the past will be referred to OCP's Contract Administration unit.

Q.14. It is not clear in the solicitation where the classes must be conducted. Must they be conducted in a "contractor provided facility or . . . are they going to be held in a District building?"

A.14. The solicitation specifies (Section B.3 first paragraph, last sentence) that pricing provided by the Contractor is to include expenses associated with "the training facility." Section C.3.8 states that the "Contractor shall provide the courses off-site at the Contractor's designated facility."

Q.15. We are a little concerned about the language pertaining to rights on our copyrighted materials, especially paragraph I.5.11. The language as written means we have no recourse on violations of our proprietary rights or copyrights.

A.15. The District's requirement remains unchanged.

Q.16. Is there a specific number of days for each course or is that up to the Contractor?

A.16. The Contractor is being asked to propose the number of days (see Section B.3 as amended).

Q.17. Is the Contractor expected in the proposed price to include with each class "coffee and cookies?"

A. 17. There is no Contract Line Item for light refreshments.