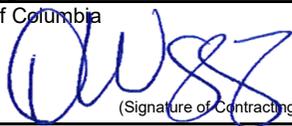


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-21-R-028		Page of Pages 1 Attachments	
2. Amendment/Modification Number Amendment No. 1	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption OCFO Staff Augmentation Managed Service Provider		
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street SW Suite E620 Washington, DC 20024		Code	7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) ALL POTENTIAL OFFERORS		Code	Facility	9A. Amendment of Solicitation No. CFOPD-21-R-028	
		X	9B. Dated (See Item 11) August 11, 2021		
			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 a <u>1</u> written 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 CONTRACTS/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority):					
B. The above numbered contract/order is modified to reflect the administrative changes.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority) Administrative					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The above referenced solicitation to provide OCFO Staff Augmentation Managed Service Provider is hereby amended to reflect the following changes (Attachment A) and response to inquiries received (Attachment B). ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED					
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		
			Drakus Wiggins		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed August 27, 2021	

Attachment A

The following changes are hereby incorporated into the solicitation.

1. Pursuant to 27 DCMR Section 1621.2(c) and (d) Attachment C, Pre-Proposal Conference Sign In Sheet is herein published to all prospective offerors.

2. Section C.5.28 is hereby replaced as follows:

The OCFO hereby imposes limitations on subcontractor layering. All Resources must have a W-2 or 1099 relationship with the Prime Contractor, if employed by the Prime Contractor. All Resources by a Subcontractor to the Prime Contractor must have a W-2 or 1099 relationship with that Subcontractor. As such, the Resource must be no more than one (1) tier subcontracting layer down from the Prime Contractor. If instances of additional layering are discovered by the OCFO, the Prime Contractor shall remove the corresponding total MSP fee amount for the Resource from the next invoice for the Resource. The Resource shall be either removed or hired as a W-2 or 1099 within five (5) business days. All employer and/or Subcontracting details must be reported accurately through the VMS.

3. Section C.5.23 is hereby replaced as follows:

The Prime Contractor shall ensure that a timesheet for each Resource is submitted monthly to their OCFO Program Manager for approval. Timesheets shall be submitted no later than on the Resource's last Workday of the month. The OCFO Program Manager, or designee, will respond by no later than two (2) business days in response to a request for timesheet approval. The Prime Contractor shall notify the COTR of timesheets that remain unapproved and not denied on the third (3rd) business day.

4. Section C.7.4.9, Invoice Submission is amended to replace the Minimum Timeframe and Description as follows:

Minimum Timeframe – Five (5) business days from the timesheet approval for the month

Description – Measures submission of proper invoices for approval by the COTR.

5. Section C.7.4.10, Invoice Accuracy is amended to replace the Description as follows:

Measures the accuracy of invoices submitted by the Prime Contractor. Invoices that are denied or rejected by the COTR due to issues caused by the OCFO or District systems that are outside of the control of the Prime Contractor will not be included in the calculation.

6. Section C.7.4.11, CBE Subcontract Participation Requirement is amended as follows:

Measures	Minimum Timeframe	Target	Description	Calculation
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11. CBE Subcontracting Goal Reporting	N/A	100%	Measures the accurate progress of the Prime Contractor towards meeting the CBE subcontracting requirement of the Contract.	Amount paid to CBEs (1a) in the month and (2a) to date divided by total amount paid by the OCFO to the Prime Contractor (1b) in the month and (2b) to date.
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7. Section C.7.5 is hereby amended as follows:

The COTR shall get consolidated monthly SLA reports that monitor the performance under the Contract and measures the Prime Contractor against all the 14 required service levels as identified in the SLA Measures table above. Calculations shall be based in the month the SLA is completed or acknowledged in writing by the COTR that the SLA will not be completed.

8. Section C.7.5.2 is hereby replaced as follows:

Each month, if the Prime Contractor fails to meet the 14 metrics for the month, the Prime Contractor shall reduce its MSP fee on all invoices for the month as follows:

Number of Metrics that Met Target in the Month	Reduction of MSP Fee Amount on the all Invoices for the Month
13 - 14	0%
12	5%
11	10%
10	15%
8	20%
Fewer than 8	25%

9. Section C.7.8.3, Approved Timesheet Report is replaced as follows:

Report	Description	Reporting Delivery Schedule
3. Submitted Timesheet Report	Listing of all timesheet data at a Resource level showing hours worked per day that have been submitted to the appropriate OCFO Program Manager.	Monthly on last Workday

Attachment B

The following are responses to inquiries received.

Question 1. C.5.23 The Prime Contractor shall ensure that each Resource submits a monthly timesheet to their OCFO Program Manager for approval. Timesheets shall be submitted by each Resource no later than 6:00 PM Eastern Time on the last business day of the month. The OCFO Program Manager, or designee, will respond by no later than two (2) business days in response to a request for timesheet approval

- a. Is the timesheet submitted in PASS or the VMS?
- b. If the timesheet is submitted in PASS will the MSP receive a time file to load into the VMS?
- c. If the timesheet is submitted in PASS, will the MSP be given access to PASS so they are able to track missing timesheets and missing approvals?

Response 1. A) At present, only the supplier managing contract CW46503 is set-up for time to be submitted in PASS. The OCFO manages other staff augmentation service contracts by having contractors fill out an Excel timesheet, send it to the OCFO supervisor to sign, and then the contractor forwards the signed timesheet to the vendor. The vendor attaches the timesheet to the invoice which gets submitted for approval through PASS. If the supplier's VMS includes timesheet submission and OCFO approval capability, the OCFO will consider using the supplier's VMS for approval. Otherwise, the current Excel timesheet submission will suffice. The OCFO cannot confirm that the set-up for time to be submitted in PASS will be available for the resultant contract of this RFP.

Response 1. B) If the set-up for time to be submitted in PASS was available, the OCFO would work with the IT team supporting PASS to determine if a time file from PASS could be generated.

Response 1. C) The OCFO cannot confirm that the set-up for time to be submitted in PASS will be available for the resultant contract of this RFP .

Question 2. C.5.24 Each billing period, the Prime Contractor shall submit invoices with the OCFO Program Manager and approved timesheets on a per purchase order/Resource basis in accordance with Section G.

- a. Since invoices are submitted through the vendor portal and the timesheets are housed within the VMS and can be accessed on-line, are timesheets required to be submitted with the invoice?
- b. If not all timesheets are submitted and approved in time for invoicing, how will the invoicing be done for the time that comes in after the billing period closes?

Response 2. A) Yes.

Response 2. B) See Attachment A, Item 3 as Section C.5.23 describes the requirement that time be submitted for approval by the OCFO Program Manager on the last Workday of the month and the OCFO Program Manager is responsible for approving within two business days following receipt. The MSP/Prime Contractor shall invoice upon receipt of all approved monthly timesheets. The OCFO will pay the Prime Contractor on or before the 30th day after receiving a proper invoice from the Prime Contractor.

Question 3. C.5.28 The OCFO hereby imposes limitations on subcontractor layering. All candidates submitted by the Prime Contractor for consideration must have a W-2 or 1099 relationship with the Subcontractor or Prime Contractor and be no more than a one (1) tier subcontracting layer down. This appears to contradict itself. Is one layer allowed or not? Should it read “or be no more than one (1) tier subcontracting layer down”?

Response 3. See Attachment A, Item 2 as the OCFO is requiring that the Prime Contractor Resources to be a W-2 or 1099 relationship with the Prime Contractor, if employed by the Prime Contractor. For a Resource from its Subcontractor, the Resource must have a W-2 or 1099 relationship with that Subcontractor.

Question 4. C.7.4 The Required Service Level Measures are as follows:
a. 7. Disengagement Timeliness of Resources. Because the MSP is sometimes not notified immediately of a resource’s termination, can the minimum timeframe be changed to “End of Resource’s Workday on the effective date the MSP was made aware of the disengagement, unless otherwise adjusted by the OCFO Program Manager”.

Response 4. If the resource’s engagement is to be terminated by the OCFO, the OCFO will immediately notify the MSP. If the resource notifies the OCFO directly that they wish to terminate their engagement, the OCFO will request the resource to notify the MSP. If the resource has not notified the OCFO directly, the MSP should subsequently notify the OCFO. The OCFO expects the MSP to have an approach to ensure resources will notify the MSP if they wish to terminate their engagement with the OCFO instead of merely walking off the job. The offeror’s approach to address this scenario should be described in its technical proposal in response to L.3.2.3.II.3. As such, Section C.7.4 remains unchanged.

Question 5. C.7.4.9. Invoice Submission. Since the OCFO Program Manager has 2 business days to approve the timesheet submitted on the last business day of the month and the MSP is dependent upon the PMs approvals, can the Minimum Timeframe be changed to 5 business days after the last timesheet has been approved for the month?

Response 5. Yes. See Attachment A, Items 3 and 4. Since the MSP or the Resource must submit timesheets at the end of month (Invoice Period) and the OCFO Program Manager has two business days to approve, the OCFO expects the MSP to submit invoices

within 5 business days from the end of each month. If the MSP determines timesheets have not been approved by the OCFO within 2 business days from the end of each month, the MSP shall notify the COTR of unapproved timesheets on the 3rd business day from the end of the month.

Question 6. C.7.4.10. Invoice Accuracy Since there may be issues where an invoice is rejected do to issues outside of the control of the MSP (PO issues, PASS system issues, etc), can the description be changed to “Measures the accuracy of invoices submitted by the Prime Contractor. Invoices that were rejected by OCFO due to issues with their processing will not be included in the calculation.”

Response 6. Yes, see Attachment A, Item 5. Invoices not correctly submitted by the MSP will be included in the calculation.

Question 7. C.7.4.11 CBE Subcontract Participation Requirement

- a. The calculation does not seem to align with the SLA. Should it be “Amount paid to CBEs divided by total amount paid by the OCFO to the Prime Contractor meets or exceeds the contract commitment percentage.”
- b. Since the payments received by the MSP and the timing of when subcontractors are paid impact this calculation, what is the timeframe for the calculation? Is it for payments made in the prior month? Is it for fiscal year to date? Is it for contract to date?

Response 7. A) See Attachment A, Item 6.

Response 7. B) See Attachment A, Item 7 that SLA calculations will be based in the month the SLA is completed. The CBE Subcontracting Goal Reporting will provide the OCFO a breakdown of the amount paid to CBEs and to the Prime Contractor in the month and a running total to date and illustrate the percentage of payments to CBEs. The Department of Small and Local Business Development (DSLBD) enforces CBE subcontracting compliance and can be contacted at (202) 727-3900 or dslbd@dc.gov for any questions regarding DSLBD’s approach to monitoring CBE subcontracting compliance.

Question 8. C.7.5 At the end of each month, the COTR shall get consolidated monthly SLA reports.... When is the consolidated monthly SLA report due each month for the prior month? There needs to be enough time to close the prior month out and generate the reports.

Response 8. The SLA calculations kicks in and applies in the month the SLA is completed. For example, per C.7.4.1, Background Checks, since the Prime Contractor has 21 days from date of Candidate Selection to complete and submit a successful background check, if a Candidate Selection is made on the 15th of Month 1 and if the Background Check is completed in Month 1, the SLA is calculated for Month 1. However, if the Background Check is completed in Month 2, before or after the 21st day that falls in Month 2, the SLA is calculated in Month 2. This example also

applies if a Minimum Timeframe is adjusted by the OCFO Program Manager as allowed in the Contract.

The SLA calculations also kicks in and applies in the month the SLA is acknowledged by the COTR that the SLA will not be completed. For example, using the previous example, if in Month 3 after the Candidate Selection and the Background Check is still not completed, with or without proper notice from the Prime Contractor, the COTR may acknowledge in writing that based on a reasonable rationale the SLA will not be completed. As such, the SLA is calculated in Month 3.

In accordance with Section C.7.8.8, Monthly SLA Report, the monthly report of SLAs is due Monthly on the 1st calendar day.

See Attachment A, Item 7.

- Question 9. C.7.5.2 If the Prime Contractor fails to meet the 14 metrics for a month, the Prime Contractor shall reduce its invoice for the month as follows...
- a. Since the Prime Contractor only receives the MSP portion of the total invoice amount, should the reduction of the invoice be based on a percentage of the fee rather than the total invoice amount
 - b. Are penalties imposed on all invoices for the month?
 - c. Given the timing of invoicing and the timing of when SLAs are calculated, to which invoices are the penalties applied?

Response 9. A) See the change of Attachment A, Item 8.

Response 9. B) Yes, see the change of Attachment A, Item 8.

C) Since calculations will be based in the month the SLA is completed or acknowledged by the COTR as will not be completed (see Attachment A, Item 7), the reduction will apply to the month assessed.

- Question 10. The Prime Contractor shall perform the activities required to successfully complete the OCFO's requirements and submit electronically, or otherwise make available, reports to the COTR in accordance with the Reporting Delivery Schedule below....

3. Approved Timesheet Report

- a. Since the OCFO PM has 2 business days to approve the timesheets, can the Reporting Delivery Schedule be modified to take into account that additional time delay?
- b. Where are the contractors entering time? If it is in PASS, will the MSP have access to the time data in order to report this information in a timely manner?

Response 10. A) See Attachment A, Item 9, the report is amended to be the submitted time data on the last Workday for Resources or the last business day of the month, whichever is later.

Response 10.B) See the Response 1.

Question 11. 4. Missing Timesheet Report: Where are the contractors entering time? If it is in PASS, will the MSP have access to the time data in order to report this information in a timely manner?

Response 11. See Response 1.

Question 12. 7. Certified Payroll Reports: what is the purpose of this SLA since it appears the contract allows a layer of subcontracting?

Response 12. The Certified Payroll Report documents for the OCFO that all subcontractors and resources have been paid. This documentation ensures that the MSP/Prime Contractor is paying timely and provides the OCFO with the supplemental documentation needed for contract audits.

Question 13. Reporting Delivery Schedule:

- a. Many of the reports indicate “last calendar day”. This is not feasible as you run the risk of missing data from that day. In addition, it does not appear that you are allowing for enough time for the MSP to create and package these reports.
- b. Can the due date be changed to the 10th of the following month or something similar?

Response 13. The OCFO continues to develop the response to this inquiry.

Question 14. H.3.16 Please confirm the CBE commitment for this contract. There are references to 35% and 50%

Response 14. Section H.3.1 requires a 35% subcontracting requirement “when there is no COVID-19 emergency.” At present there is such an emergency declared and the provision H.3.16, requiring a 50% subcontracting requirement, is in effect.

Question 15. H.10 & H12 – required training: is the OCFO required training considered billable time for the contractors?

Response 15. H.10 (Cybersecurity Awareness Training) and H.12 (Integrity and Ethics Training) are billable.

Question 16. H.3.4 A Beneficiary’s subcontracting plan shall specify all of the following: (d) the price to be paid by the Beneficiary to the subcontractor. Since with these types of contracts and programs the Prime Contractor does not know and does not have input into the resources selected by the OCFO PM, it is not possible to assign any

specific spend allocations in the DSLBD subcontracting plan. Will OCFO allow a general statement such as “Prime Contractor commits to allocating at least xx% of all spend of the contract to CBE subcontractors”?

Response 16.No,:

1. When an Offeror completes its Price Proposals, the Section B.5.2.1 Based Period Estimated Total Amount for all CLINs (the grand total amount) must be affixed on the line Total Prime Contract Value of Attachment J.9, Subcontracting Plan.
2. The line LSDBE Total must be 50% of the Total Prime Contract Value line.
3. Under the Subcontractor Information sections, for each CBE subcontractor entry, all of the boxes and lines must be completed in accordance with Section H.3.4 of the RFP.
4. The cumulative total of the Total Amount Set Aside lines, from all of the CBE subcontractor entries, under the Subcontractor Information sections must equal the LSDBE Total line.
5. Offerors may include on its completed subcontracting plan a general statement such as “the Total Prime Contract Dollar Value in the CBE subcontracting plan is a value that is variable based on the proposed price and the OCFO’s estimated usage. The value reported in the space for Total Amount Set Aside to be paid to the SBE/CBE Subcontractor, for each CBE subcontractor, is calculated based on agreements and the OCFO’s estimated usage, and does not represent actual expected subcontracting amounts, which will vary based upon the OCFO’s actual usage. The Prime Contractor commits to allocating at least 50% of all spend of the contract to CBE subcontractors.”
6. In accordance with Section L.1.7, the District will reject any proposal that fails to include a subcontracting plan that is required by law, pursuant to Section H.3.
7. Non-CBE subcontractor information is not required in the Attachment J.9, Subcontracting Plan. However, an Offeror should respond to Section L.3.2, Technical Proposal with any and all subcontractor information, as applicable, who will be performing services on behalf of the Offeror.

Question 17. Does the Warranty apply to the tasks performed by the Prime or does it apply to the work done by the resources supplied by the subcontractors?

Response 17. Section E, Warranty of Services applies to the Prime Contractor and its Subcontractors performing work on its behalf. The provisions do not apply to the work performed by a Resource. In accordance with Section C.5.25, if the OCFO

Program Manager determines that a Resource lacks necessary qualifications or demonstrates an inability to perform the work requested, the Prime Contractor shall remove the Resource at the direction of the OCFO Program Manager.

Question 18. Can you confirm the First Source requirement does not apply to the resources that are selected to fill the openings through the subcontractor network - it only applies to the Prime's employees who are managing the contract?

Response 18. The First Source requirement does not apply to the resources that are selected to fill the openings through the subcontractor network. The First Source applies to the Prime Contractor's new employee hires to perform work in conjunction with managing the contract.

Question 19. Terms and Condition without exception - does this mean we cannot propose different terms for things like SLAs and reporting requirements?

Response 19. Offeror can submit any and all questions, exceptions, alternatives, and assumptions (inquiries) for all aspects of the RFP to be addressed through the question and answer phase as provided in Section L.2. Offerors must have no exceptions to Sections B and C, as may be amended, in its proposal.

Attachment C

Pre-Proposal Conference SIGN IN SHEET
Solicitation No. CFOPD-21-R-028 OCFO
Staff Augmentation Managed Service Provider
Date: August 18, 2021
Time: 3:00pm to 5:00pm (local time)
Location: Online, WebEx

RESPESENTATIVE'S NAME	AGENCY/ COMPANY	EMAIL ADDRESS	TELEPHONE #
1. Drakus Wiggins, Contracting Officer	OCFO	Drakus.wiggins@dc.gov	202-442-7121
2. Samira Davis, Contract Specialist	OCFO	Samira.davis@dc.gov	202 442 6428
3. OCIO Director	OCFO	Intentionally Omitted	Intentionally Omitted
4. OCIO COTR	OCFO	Intentionally Omitted	Intentionally Omitted
5. Gautam Shah	OST Inc.	GShah@ostglobal.com	Not provided
6. Brian Cole	OST Inc.	BCole@ostglobal.com	Not provided
7. Christine R. Hudson	NRI Staffing	chudson@nri-staffing.com	202-266-2431
8. Esther Lazar	Avid Systems	Esther.lazar@avidsys.com	Not provided
9. Vishnu Naruka	vTech Solution Inc	rfp.vtech@vtechsolution.com	(202) 902 6321
10. Tara Madison	Vector Talent Resources	tara@vectortalent.com	Not provided
11. Linda Leiby	CAI	Linda.Leiby@cai.io	Not provided
12. Brijesh Ravi	V Group Inc.	DCBids@vgroupinc.com	Not provided
13. Frances Brown	Vector Talent Resources	Frances@vectortalent.com	Not provided
14. Saloni	Not provided	Not provided	Not provided
15. Nigel	Not provided	Not provided	Not provided

Solicitation CFOPD-21-R-028
OCFO Staff Augmentation Managed Service Provider
Amendment No. 1

16. Meredith Ginsbach	Not provided	Not provided	Not provided
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