

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	8
2. Amendment/Modification Number Amendment Number 001		3. Effective Date 1/12/2014	4. Requisition/Purchase Request No.	5. Solicitation Caption Occupational and Physical Therapy Services	
6. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st N.E. Washington D.C. 20002 Washington, DC 20002			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. GAGA-2014-R-0026	
				9B. Dated (See Item 11) 1/12/2014	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input 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>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.					
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> </u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This amendment has been issued in accordance with attachment A of this document.					
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		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			(Signature of Contracting Officer)		



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

Office of Contracts and Acquisitions
825 North Capitol Street, NE, 7th Floor
Suite 7066
Washington, DC 20002
(202) 442-5111 (FAX) (202) 442-5634

January 12, 2014

AMENDMENT ONE (1)

Attachment A

RFP No: GAGA-2014-R-0026

CAPTION: OCCUPATIONAL AND PHYSICAL THERAPY SERVICES SOLICITATION

To All Prospective Contractors

The Government of the District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of Office of Specialized Instruction (OSI) issued Amendment One for the Occupational Therapy (OT) and Physical Therapy (PT) Solicitation GAGA-2014-R-0026.

Amendment One Consist of the following:

1. The attach sign in sheet from the Pre-Proposal Conference date January 8, 2014
2. A copy of the agenda from the Pre-Proposal Conference dated January 8, 2014.
3. Delete: Section B.2

The DCPS contemplates award of Labor Hour Contract for Services

Insert New: Section B.2

The DCPS contemplates award of Fix Price Requirement Contracts for Services

4. Insert Section B.4:

An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

5. Insert Section H.9.1.4

The bidder may contact the Department of Small and Local Business Development (DSLBD) at telephone number (202) 727-3900 or website: <http://lsdbe.dslbd.dc.gov/public/certification/search.aspx> to research potential certified business enterprise vendors with the capacity to fulfill the mandatory subcontract requirements. To be deemed responsive, all vendors must submit the mandatory subcontracting plan with their technical proposal on February 3, 2014.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	10
2. Amendment/Modification Number Amendment Number 002		3. Effective Date 1/16/2014	4. Requisition/Purchase Request No.	5. Solicitation Caption Occupational and Physical Therapy Services	
6. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st N.E. Washington D.C. 20002 Washington, DC 20002			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. GAGA-2014-R-0026	
				9B. Dated (See Item 11) 1/16/2014	
				10A. Modification of Contract/Order No.	
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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 <input type="checkbox"/> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Amendment Three (3) modify Amendment Two (2) to clarify Response to Question Sixteen and add additional language to Question Sixteen					
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		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			(Signature of Contracting Officer)		



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

Office of Contracts and Acquisitions
825 North Capitol Street, NE, 7th Floor
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(202) 442-5111 (FAX) (202) 442-5634

January 16, 2014

AMENDMENT TWO (2) ATTACHMENT A

Response to Prospective Contractors Questions Regarding
RFP No: GAGA-2014-R-0026
Caption: Occupational and Physical Therapy Services Solicitation

To All Prospective Contractors

The District of Columbia Public Schools (DCPS) issued the subject Request for Proposal (RFP) GAGA-2014-R-0026 seeking competitive responses from Prospective Contractors for Occupational and Physical Therapy Services. The RFP issued on December 24, 2014 stimulated several questions from interested Contractors. DCPS has amended the RFP via amendment two (2) and is hereby providing responses to the following questions:

Question One:

1. I am writing to see if my contract should state each section of the solicitation hand-out from the pre-conference meeting (all 59 pages)?

DCPS Response to Question One:

All vendors responding to solicitation GAGA-2014-R-0026 should ensure their proposal address every section of the solicitation B-M specifically sections B, C, F, G, H, I, J, K, L and M.

Question Two:

2. Also, if I show that I am currently in the process of acquiring a CBE as a local DC-based business with 50% of its employees and contractors being DC residents as well as myself as the owner, then can I skip the CBE solicitation portion in section H?

DCPS Response to Question Two

All vendors who are Certified Business Enterprises should provide documentation of certification with their proposals and pursuant to section H.9.13, they are advising DCPS that they are submitting proposals as a Certified Business Enterprise Prime Contractor and therefore shall not be required to comply with provisions of section H.9.1.1 and H.9.1.2. If you are currently going through the Certified Business Enterprise certification process you should provide such documentation and proposed date of official Certified Business Enterprise certification with your proposal for review and evaluation.

Question Three:

3. Who will be on the evaluation team (Section M.1)?

DCPS Response to Question Three:

The appropriate designated District of Columbia Schools (DCPS) Office of Specialized Instruction staff of a minimum of 3 staff in conjunction with the DCPS, Office of Contracts and Acquisitions.

Question Four:

4. When will the questions be answered (Section L.2)?

DCPS Response to Question Four:

Commencing January 14, 2014 thru January 17, 2014.

Question Five:

5. Does the 51% district resident rule for apprentices and trainees apply to this RFP if we are not involved in an apprenticeship/trainee program for our workforce (Section H.1)?

DCPS Response to Question Five:

If your company doesn't currently have an apprenticeship/trainee program, section H.1 is not applicable, however, sections G, H, and J require that each vendor adheres to the First Source Agreement by submitting the completed required documents with their respective proposal.

Question Six:

6. Do we need to complete and submit with our proposal Attachment J-4 First Source Employment Agreement or only upon award?

DCPS Response to Question Six:

Sections G, H, and J require that each vendor adheres to the First Source Agreement by submitting the completed required documents with their respective proposal.

Question Seven:

7. What is the difference between certified small business enterprises and certified business enterprises for the 35% subcontracting goal (Section H.9.1.2)?

DCPS Response to Question Seven:

See section M.5 Preferences for Certified business Enterprises. A Certified Business Enterprise is vendors who have been certified by the Department of Small and Local Business Development (DSLBD) as a:
Small Business Enterprise (SBE)
Resident –Owned Business (ROB),
Longtime Resident Business (LRB),
Local Business Enterprise (LBE) or
Local Business Enterprise (LBE) located in an enterprise zone.

Question Eight:

8. Where are directories or databases for each of these certified businesses located (Section H.9.1.2)?

DCPS Response to Question Eight:

The bidder /vendor may contact the Department of Small and Local Business Development (DSLBD) at telephone number (202) 727-3900 or website:

<http://lsdbe.dslbd.dc.gov/public/certification/search.aspx> to research potential certified business enterprise vendors with the capacity to fulfill the mandatory subcontract requirements. To be deemed responsive, all vendors must submit the mandatory subcontracting plan with their technical proposal on February 3, 2014.

Question Nine:

9. What happens if there are insufficient certified business enterprises (Section H.9.1.2)?

DCPS Response to Question Nine:

Please note the following:

The Department of Small and Local Business Development (DSLBD) is monitoring District contracts in excess of \$250,000 that require a subcontracting plan or an approved waiver of the subcontracting requirement. Requests to waive or modify the subcontracting requirement per D.C. Official Code 2-218.46, will be accepted only from the agency's contracting officer. Requests must be submitted to DSLBD's Director through the department's Quickbase application called DSLBD Subcontracting Compliance Tool. Waiver Requests, allows contracting officers to provide their agency's justification for the waiver request and evidence of good faith efforts implemented. The information provided in this section ultimately assists the Director in a final determination of the request submitted. There are six sections, of which the contracting officer will be required to complete only three.

I. Solicitation Summary:

Provides information that was submitted under form one. It is automated.

II. Waiver Requests (Pre-Award):

The contracting officer is required to complete this area. Even if the contract has been awarded in a prior year, and it is in the process of a renewal period or going in to a new term, complete this section.

III. Good Faith Efforts:

This section has nine examples of activities for demonstrating contracting officers' and/or bidders' good faith efforts to involve the CBE community in its procuring process for determining capacity and capability for subcontracting. The contracting officer may include evidence of good faith effort demonstrated by the bidder.

Proof of evidence can be uploaded into the system based on the good faith effort(s) chosen. All evidence must be submitted in a PDF document. If there are multiple items combine them into one PDF document.

Read carefully, and provide evidence that demonstrates through the procuring process a lack of subcontracting opportunities to certified small business enterprises due to either no capacity, no

capability, or an insufficient amount of CSBEs available.

A statement to the effect that 'there are no CBEs that can do this work' will not be sufficient. The department requires proof of method in determining lack of subcontracting opportunities.

IV. Statement of Reason Justifying Request:

The contracting officer can provide a more detailed description of reasons justifying the request to waive the subcontracting requirement for a contract here.

V. DSLBD Waiver Request Determination:

This is a DSLBD function only and provides status update of the waiver request's processing by the department. This is not a final determination.

VI. Director Determination:

This section provides the status indicator for the request in progress or completed. Also it will provide the Director of DSLBD's final decision pertaining to the waiver request.

Further in order for the DCPS Contracting Officer to submit a waiver on the vendors behalf the vendor must sufficiently document their good faith efforts in conducting a market survey of questions in alignment with the solicitation ensuring that CBE vendors received the same information at the same time to facilitate documentation of their lack of capacity, lack of capability or insufficient amount of CBEs available. Please note a statement to the effect that there are no CBEs that can do the work described in the solicitation will not be sufficient. DSLBD requires proof of method in determining lack of subcontracting opportunities.

Question Ten:

10. Do we need to complete and submit with our proposal Attachment J-3 EEO Policy Statement or only upon award?

DCPS Response to Question Ten:

All vendors responding to this solicitation must submit the Attachment J-3-EEO Policy Statement with the submission of their technical proposal to facilitate review for compliance. In addition, all vendors responding to this solicitation must ensure the completion of the J attachments: J.4 First Source, J.7 Tax Certification, J.8 Bidder Offer Certification and J.15 Price Cost Disclosure Certification when submitting their technical proposals.

Question Eleven:

11. Should Attachment J-15 Cost Price Disclosure Certification be submitted with the Price Proposal and not the Technical Proposal?

DCPS Response to Question Eleven:

No do not submit with the technical proposal. The J.15 Price Disclosure must be submitted with the vendor price proposal only.

Question Twelve:

12. Is the intent to award multiple contracts or could one vendor be awarded a sole source contract if it is most advantageous to the District (Section L.1.1)?

DCPS Response to Question Twelve:

DCPS issued a competitive solicitation seeking multiple vendors. A sole source contract award would not be most advantageous to the District government (DCPS) taking into consideration the number of potential vendors in the open market.

Question Thirteen:

13. If there are multiple contracts awarded, will they be rank ordered (Section L.1.1)?

DCPS Response to Question Thirteen:

Yes

Question Fourteen:

14. Are copies needed for the Price Proposal or just the original? Should it be submitted in electronic form on a CD (Section L.3.1)?

DCPS Response to Question Fourteen:

See section L.3.1. "one original and 6 (six) copies of the written proposal shall be submitted in two parts, titled "Technical Proposal and "Price Proposal. Additionally one, electronic version of the Technical Proposal shall be submitted on CD". .

Question Fifteenth:

15. Is there a possibility of receiving a waiver for a lower percentage of required subcontracting (e.g? 15% instead of 35%)? If so what are the requirements and procedures for a waiver (Section H.9)?

DCPS Response to Question Fifteenth:

No. See the response number 9 above.

Question Sixteen:

16. Is there a possibility of receiving a waiver for the entire 35% subcontracting requirement? If so what are the requirements and procedures for a waiver (Section H.9)?

DCPS Response to Question Sixteen:

Please note the following:

The Department of Small and Local Business Development (DSLBD) is monitoring District contracts in excess of \$250,000 that require a subcontracting plan or an approved waiver of the subcontracting requirement. Requests to waive or modify the subcontracting requirement per D.C. Official Code 2-218.46, will be accepted only from the agency's contracting officer. Requests must be submitted to DSLBD's Director through the department's Quickbase application called DSLBD Subcontracting Compliance Tool. Waiver Requests, allows contracting officers to provide their agency's justification for the waiver request and evidence of good faith efforts implemented. The information provided in this section ultimately assists the Director in a final determination of the request submitted. There are six sections, of which the contracting officer will be required to complete only three.

I. Solicitation Summary:

Provides information that was submitted under form one. It is automated.

II. Waiver Requests (Pre-Award):

The contracting officer is required to complete this area. Even if the contract has been awarded in a prior year, and it is in the process of a renewal period or going in to a new term, complete this section.

III. Good Faith Efforts:

This section has nine examples of activities for demonstrating contracting officers' and/or bidders' good faith efforts to involve the CBE community in its procuring process for determining capacity and capability for subcontracting. The contracting officer may include evidence of good faith effort demonstrated by the bidder.

Proof of evidence can be uploaded into the system based on the good faith effort(s) chosen. All evidence must be submitted in a PDF document. If there are multiple items combine them into one PDF document.

Read carefully, and provide evidence that demonstrates through the procuring process a lack of subcontracting opportunities to certified small business enterprises due to either no capacity, no capability, or an insufficient amount of CSBEs available.

A statement to the effect that 'there are no CBEs that can do this work' will not be sufficient. The department requires proof of method in determining lack of subcontracting opportunities.

IV. Statement of Reason Justifying Request:

The contracting officer can provide a more detailed description of reasons justifying the request to waive the subcontracting requirement for a contract here.

V. DSLBD Waiver Request Determination:

This is a DSLBD function only and provides status update of the waiver request's processing by the department. This is not a final determination.

VI. Director Determination:

This section provides the status indicator for the request in progress or completed. Also it will provide the Director of DSLBD's final decision pertaining to the waiver request.

Further in order for the DCPS Contracting Officer to submit a waiver on the vendors behalf the vendor must sufficiently document their good faith efforts in conducting a market survey of questions in alignment with the solicitation ensuring that CBE vendors received the same information at the same time to facilitate documentation of their lack of capacity, lack of capability or insufficient amount of CBEs available. Please note a statement to the effect that there are no CBEs that can do the work described in the solicitation will not be sufficient. DSLBD requires proof of method in determining lack of subcontracting opportunities.

Question Seventeen:

17. Please explain the "subcontracting requirement."

DCPS Response to Question Seventeen:

See section H.9 and Attachment J.16 Subcontracting Plan via Amendment Number 2.

Question Eighteen:

18. When may we expect to have access to the answers of these written questions?

DCPS Response to Question Eighteen:

By January 17, 2014 or earlier.

Question Nineteen

19. When may we expect the District's decision regarding the contract award?

DCPS Response to Question Nineteen:

Based on our milestones for completion we anticipate awards between April 30, 2014 - June 6, 2014.

Question Twenty:

20. Do you start with the lowest priced vendor and move to the next lowest etc. until all needs are met?

DCPS Response to Question Twenty:

Yes, taking into consideration the overall highest combine technical and price score DCPS will start with the overall highest combine score and move to the next vendor in descending order.

Question Twenty One:

21. What is the anticipated date of the award?

DCPS Response to Question Twenty One:

Based on our milestones for completion we anticipate awards between April 30, 2014-June 6, 2014.

Question Twenty Two:

22. Will vendors be given their individual scores from your evaluation process? If not, would you consider doing so?

DCPS Response to Question Twenty Two:

Yes, pursuant to our District of Columbia Municipal Regulations.

Question Twenty Three:

23. From the requirements of the RFP it appears that staff must be employees of the vendor agency and not independent contractors. Is that correct?

DCPS Response to Question Twenty Three:

DCPS is not clear about your question, however, per section B Contract Type, Supplies or Services and Price: "DCPS is soliciting experienced licensed Occupational Therapy (OT) and Physical Therapy (PT) contractors who have the capacity to provide assessment, consultation and intervention services in the areas of

occupational and physical therapy"... and per section C.1 Scope: " DCPS requires the services of a Contractor to provide school based Occupational Therapy (OT) and Physical Therapy (PT) services to an approximate 2,000 students"....The Contractor shall provide a planned delivery of contracted OT and PT services"

Please note DCPS is not seeking Temporary Staffing Agencies to refer individual OT and PT staff to be managed by DCPS Office of Specialized Instruction. Any contractors/vendors responding to this solicitation should demonstrate in writing via their proposal submission the capacity to recruit and manage OT and PT staff as required by this solicitation.

Question Twenty Four:

24. Are MBE (minority businesses enterprises) also exempt from Sections H.9.1.1 and H.9.1.2?

DCPS Response to Question Twenty Four:

No. This is an open market competitive solicitation. Vendor/Contractors who are certified as Minority Business Enterprises are welcomed as open market vendors, however, to satisfy adherence to Sections H.9.1.1 and H.9.1.2 and all of Section H.9- Subcontracting Requirements. Certified Business Enterprises are those vendors/contractors who have been certified by the District of Columbia Department of Small Local Business Development pursuant to the District of Columbia Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005 as amended DC Official Code 2-218.01. See Section M.5 of the solicitation and response Number 9 delineated above.

Question Twenty Five:

25. What is the anticipated date of the award?

DCPS Response to Question Twenty Five:

Based on our milestones for completion we anticipate awards between April 30, 2014-June 6, 2014.

Question Twenty Six:

26. Will vendors be given their individual scores from your evaluation process? If not, would you consider doing so?

DCPS Response to Question Twenty Six

Yes, pursuant to our District of Columbia Municipal Regulations.

Question Twenty Seven:

27. What are "Sample Quarterly Contract Reports"?

DCPS Response to Question Twenty Seven

DCPS is not clear about your question therefore we couldn't provide an appropriate response.

Question Twenty Eight:

28. What is a "Certified Joint Venture" ?

DCPS Response to Question Twenty Eight

A joint venture (JV) is an association of two or more businesses temporarily formed to carry out a single business activity or project for profit in which they combine their property, capital, efforts, skill and knowledge. The association is limited in scope and duration.

The benefit of forming a joint venture

If one or more of the businesses associated in a JV is a certified business enterprise (CBE), the JV may qualify to be certified under the Department of Small and Local Business Development's (DSLBD) CBE program.

Determination of a joint venture certification

The DSLBD determines the eligibility of a JV for certification on a contract-by-contract basis.

Certification time

The timeline to certify a JV is usually between one and three weeks

Please contact the Department of Small Local Business Development at 202 727-3900 and

<http://dslbd.dc.gov/service/certify-joint-venture>

II. INSERT NEW SECTION J.16

Attachment J.16 Subcontracting Plan via Amendment Number 2.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN UNCHANGED



Office of Contracts and Acquisitions
1200 First Street, NE, 11th Floor
Washington, DC 20002
(202) 442-5112 (FAX) (202) 442-5634

January 16, 2014

**AMENDMENT THREE (3)
MODIFY AMENDMENT TWO (2)
TO CLARIFY AND ADD ADDITIONAL LANGUAGE TO THE RESPONSE
TO QUESTION SIXTEEN
ATTACHMENT A
Response to Prospective Contractors Questions Regarding
RFP No: GAGA-2014-R-0026
Caption: Occupational and Physical Therapy Services Solicitation**

To All Prospective Contractors

The District of Columbia Public Schools (DCPS) issued the subject Request for Proposal (RFP) GAGA-2014-R-0026 seeking competitive responses from Prospective Contractors for Occupational and Physical Therapy Services. The RFP issued on December 24, 2014 stimulated several questions from interested Contractors. DCPS has amended the RFP via amendment two (2) and is hereby providing responses to the following questions:

Question One:

1. I am writing to see if my contract should state each section of the solicitation hand-out from the pre-conference meeting (all 59 pages)?

DCPS Response to Question One:

All vendors responding to solicitation GAGA-2014-R-0026 should ensure their proposal address every section of the solicitation B-M specifically sections B, C, F, G, H, I, J, K, L and M.

Question Two:

2. Also, if I show that I am currently in the process of acquiring a CBE as a local DC-based business with 50% of its employees and contractors being DC residents as well as myself as the owner, then can I skip the CBE solicitation portion in section H?

DCPS Response to Question Two

All vendors who are Certified Business Enterprises should provide documentation of certification with their proposals and pursuant to section H.9.13, they are advising DCPS that they are submitting proposals as a Certified Business Enterprise Prime Contractor and therefore shall not be required to comply with provisions of

section H.9.1.1 and H.9.1..2. If you are currently going through the Certified Business Enterprise certification process you should provide such documentation and proposed date of official Certified Business Enterprise certification with your proposal for review and evaluation.

Question Three:

3. Who will be on the evaluation team (Section M.1)?

DCPS Response to Question Three:

The appropriate designated District of Columbia Schools (DCPS) Office of Specialized Instruction staff of a minimum of 3 staff in conjunction with the DCPS, Office of Contracts and Acquisitions.

Question Four:

4. When will the questions be answered (Section L.2)?

DCPS Response to Question Four:

Commencing January 14, 2014 thru January 17, 2014.

Question Five:

5. Does the 51% district resident rule for apprentices and trainees apply to this RFP if we are not involved in an apprenticeship/trainee program for our workforce (Section H.1)?

DCPS Response to Question Five:

If your company doesn't currently have an apprenticeship/trainee program, section H.1 is not applicable, however, sections G, H, and J require that each vendor adheres to the First Source Agreement by submitting the completed required documents with their respective proposal.

Question Six:

6. Do we need to complete and submit with our proposal Attachment J-4 First Source Employment Agreement or only upon award?

DCPS Response to Question Six:

Sections G, H, and J require that each vendor adheres to the First Source Agreement by submitting the completed required documents with their respective proposal.

Question Seven:

7. What is the difference between certified small business enterprises and certified business enterprises for the 35% subcontracting goal (Section H.9.1.2)?

DCPS Response to Question Seven:

See section M.5 Preferences for Certified business Enterprises. A Certified Business Enterprise is vendors who have been certified by the Department of Small and Local Business Development (DSLBD as a: Small Business Enterprise (SBE) Resident –Owned Business (ROB), Longtime Resident Business (LRB), Local Business Enterprise (LBE) or Local Business Enterprise (LBE) located in an enterprise zone.

Question Eight:

8. Where are directories or databases for each of these certified businesses located (Section H.9.1.2)?

DCPS Response to Question Eight:

The bidder /vendor may contact the Department of Small and Local Business Development (DSLBD) at telephone number (202) 727-3900 or website:

<http://lsdbe.dslbd.dc.gov/public/certification/search.aspx> to research potential certified business enterprise vendors with the capacity to fulfill the mandatory subcontract requirements. To be deemed responsive, all vendors must submit the mandatory subcontracting plan with their technical proposal on February 3, 2014.

Question Nine:

9. What happens if there are insufficient certified business enterprises (Section H.9.1.2)?

DCPS Response to Question Nine:

Please note the following:

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The contracting officer is required to complete this area. Even if the contract has been awarded in a prior year, and it is in the process of a renewal period or going in to a new term, complete this section.

III. Good Faith Efforts:

This section has nine examples of activities for demonstrating contracting officers' and/or bidders' good faith efforts to involve the CBE community in its procuring process for determining capacity and capability for subcontracting. The contracting officer may include evidence of good faith effort demonstrated by the bidder.

Proof of evidence can be uploaded into the system based on the good faith effort(s) chosen. All evidence must be submitted in a PDF document. If there are multiple items combine them into one PDF document.

Read carefully, and provide evidence that demonstrates through the procuring process a lack of subcontracting opportunities to certified small business enterprises due to either no capacity, no capability, or an insufficient amount of CSBEs available.

A statement to the effect that 'there are no CBEs that can do this work' will not be sufficient. The department requires proof of method in determining lack of subcontracting opportunities.

IV. Statement of Reason Justifying Request:

The contracting officer can provide a more detailed description of reasons justifying the request to waive the subcontracting requirement for a contract here.

V. DSLBD Waiver Request Determination:

This is a DSLBD function only and provides status update of the waiver request's processing by the department. This is not a final determination.

VI. Director Determination:

This section provides the status indicator for the request in progress or completed. Also it will provide the Director of DSLBD's final decision pertaining to the waiver request.

Further in order for the DCPS Contracting Officer to submit a waiver on the vendors behalf the vendor must sufficiently document their good faith efforts in conducting a market survey of questions in alignment with the solicitation ensuring that CBE vendors received the same information at the same time to facilitate documentation of their lack of capacity, lack of capability or insufficient amount of CBEs available. Please note a statement to the effect that there are no CBEs that can do the work described in the solicitation will not be sufficient. DSLBD requires proof of method in determining lack of subcontracting opportunities.

Question Ten:

10. Do we need to complete and submit with our proposal Attachment J-3 EEO Policy Statement or only upon award?

DCPS Response to Question Ten:

All vendors responding to this solicitation must submit the Attachment J-3-EEO Policy Statement with the submission of their technical proposal to facilitate review for compliance. In addition, all vendors responding to this solicitation must ensure the completion of the J attachments: J.4 First Source, J.7 Tax Certification, J.8 Bidder Offer Certification and J.15 Price Cost Disclosure Certification when submitting their technical proposals.

Question Eleven:

11. Should Attachment J-15 Cost Price Disclosure Certification be submitted with the Price Proposal and not the Technical Proposal?

DCPS Response to Question Eleven:

No do not submit with the technical proposal. The J.15 Price Disclosure must be submitted with the vendor price proposal only.

Question Twelve:

12. Is the intent to award multiple contracts or could one vendor be awarded a sole source contract if it is most advantageous to the District (Section L.1.1)?

DCPS Response to Question Twelve:

DCPS issued a competitive solicitation seeking multiple vendors. A sole source contract award would not be most advantageous to the District government (DCPS) taking into consideration the number of potential vendors in the open market.

Question Thirteen:

13. If there are multiple contracts awarded, will they be rank ordered (Section L.1.1)?

DCPS Response to Question Thirteen:

Yes

Question Fourteen:

14. Are copies needed for the Price Proposal or just the original? Should it be submitted in electronic form on a CD (Section L.3.1)?

DCPS Response to Question Fourteen:

See section L.3.1. "one original and 6 (six) copies of the written proposal shall be submitted in two parts, titled "Technical Proposal and "Price Proposal. Additionally one, electronic version of the Technical Proposal shall be submitted on CD". .

Question Fifteenth:

15. Is there a possibility of receiving a waiver for a lower percentage of required subcontracting (e.g? 15% instead of 35%)? If so what are the requirements and procedures for a waiver (Section H.9)?

DCPS Response to Question Fifteenth:

No. See the response number 9 above.

Question Sixteen:

16. Is there a possibility of receiving a waiver for the entire 35% subcontracting requirement? If so what are the requirements and procedures for a waiver (Section H.9)?

DCPS Response to Question Sixteen:

Please note the following:

The Department of Small and Local Business Development (DSLBD) is monitoring District contracts in excess of \$250,000 that require a subcontracting plan or an approved waiver of the subcontracting requirement. Requests to waive or modify the subcontracting requirement per D.C. Official Code 2-218.46, will be accepted only from the agency's contracting officer. Requests must be submitted to DSLBD's Director through the department's Quickbase application called DSLBD Subcontracting Compliance Tool. Waiver Requests, allows contracting officers to provide their agency's justification for the waiver request and evidence of good faith efforts implemented. The information provided in this section ultimately assists the Director in a final determination of the request submitted. There are six sections, of which the contracting officer will be required to complete only three.

I. Solicitation Summary:

Provides information that was submitted under form one. It is automated.

II. Waiver Requests (Pre-Award):

The contracting officer is required to complete this area. Even if the contract has been awarded in a prior year, and it is in the process of a renewal period or going in to a new term, complete this section.

III. Good Faith Efforts:

This section has nine examples of activities for demonstrating contracting officers' and/or bidders' good faith efforts to involve the CBE community in its procuring process for determining capacity and capability for subcontracting. The contracting officer may include evidence of good faith effort demonstrated by the bidder.

Proof of evidence can be uploaded into the system based on the good faith effort(s) chosen. All evidence must be submitted in a PDF document. If there are multiple items combine them into one PDF document.

Read carefully, and provide evidence that demonstrates through the procuring process a lack of subcontracting opportunities to certified small business enterprises due to either no capacity, no capability, or an insufficient amount of CSBEs available.

A statement to the effect that 'there are no CBEs that can do this work' will not be sufficient. The department requires proof of method in determining lack of subcontracting opportunities.

IV. Statement of Reason Justifying Request:

The contracting officer can provide a more detailed description of reasons justifying the request to waive the subcontracting requirement for a contract here.

V. DSLBD Waiver Request Determination:

This is a DSLBD function only and provides status update of the waiver request's processing by the department. This is not a final determination.

VI. Director Determination:

This section provides the status indicator for the request in progress or completed. Also it will provide the Director of DSLBD's final decision pertaining to the waiver request.

Further in order for the DCPS Contracting Officer to submit a waiver on the vendors behalf the vendor must sufficiently document their good faith efforts in conducting a market survey of questions in alignment with the solicitation ensuring that CBE vendors received the same information at the same time to facilitate documentation of their lack of capacity, lack of capability or insufficient amount of CBEs available. Please note a statement to the effect that there are no CBEs that can do the work described in the solicitation will not be sufficient. DSLBD requires proof of method in determining lack of subcontracting opportunities.

Additional language added:

DCPS is providing you steps for seeking a waiver request from the Department of Small Local Business Development pursuant to the current solicitation of services for the District of Columbia Public Schools.

Waiver Requests, allows Contracting Officers to provide their agency's justification for the waiver request and evidence of good faith efforts implemented on behalf of the vendor seeking the waiver. The documentation /information of good faith efforts ultimately assist Contracting Officer to submit a waiver request on your behalf as applicable and facilitate the Department of Small Local Business Development (DLSBD) Director final determination of the waiver request submitted. To facilitate the waiver request the vendor (s) must do the following to demonstrate good faith efforts in subcontracting to Certified Business Enterprises (CBE):

1. Document the CBE community contacted for the procuring/vetting process for determining capacity and capability for subcontracting. The DCPS Contracting Officer may include evidence of good faith effort demonstrated by the bidder for the waiver request.
2. Provide proof of evidence which can be uploaded into the Department of Small Local Business Development data base system based documenting good faith effort(s). All evidence must be submitted in a PDF document to the DCPS Contracting Officer. If there are multiple items combine them into one PDF document.
3. The proof of evidence should include:
 - Documentation of the research for CBEs via the Department of Small Local Business websites such as <http://dslbd.dc.gov/service/find-certified-companies> ; <http://lsdbe.dslbd.dc.gov/public/certification/search.aspx> (click on phrases like education, leadership, educational programming, and others as specific to the solicitation). Based on that search, you can narrow it down to the commodity codes for more targeted searches which should include the CBE company name, point of contact, title, address, email and telephone company and. <http://lsdbe.dslbd.dc.gov/public/certification/search.aspx>. Note all three should assist you in your research and vetting for good faith efforts.
 - Documentation of a Request for Information Market Survey to the CBEs researched which should include the proposed subcontracting requirements in accordance with the DCPS solicitation requirements. The vendor should document its thorough investigation conducted regarding the capabilities of the CBEs in order to make sound judgment as to their qualifications to perform the work.
 - Documentation of CBEs pricing is secured to document CBE pricing was excessive or noncompetitive based upon a review of the prevailing market conditions.
 - Documentation and review of the CBE responses demonstrating the CBEs insufficient capacity and capability leading to your waiver request. Read carefully, and provide evidence that demonstrates through the vetting process a lack of subcontracting opportunities to certified small business enterprises due to either no capacity, no capability, or an insufficient amount of CSBEs available.
 - Documentation of effective use of the services of the DSLBD in recruiting qualified and responsible CBEs.
 - Documentation of any other factors which may be relevant to this specific waiver request.
4. A statement/documentation to the effect that *'there are no CBEs that can do this work'* will not be sufficient. The DCPS and Department of Small Local Business Development requires proof of method in determining lack of subcontracting opportunities.

5. Upon completion and receipt of the above information/documentation in PDF format the DCPS Contracting Officer will submit the proposed waiver request electronically on your behalf to the Department of Small Local Business Development for consideration of the waiver.

Question Seventeen:

17. Please explain the "subcontracting requirement."

DCPS Response to Question Seventeen:

See section H.9 and Attachment J.16 Subcontracting Plan via Amendment Number 2.

Question Eighteen:

18. When may we expect to have access to the answers of these written questions?

DCPS Response to Question Eighteen:

By January 17, 2014 or earlier.

Question Nineteen

19. When may we expect the District's decision regarding the contract award?

DCPS Response to Question Nineteen:

Based on our milestones for completion we anticipate awards between April 30, 2014 - June 6, 2014.

Question Twenty:

20. Do you start with the lowest priced vendor and move to the next lowest etc. until all needs are met?

DCPS Response to Question Twenty:

Yes, taking into consideration the overall highest combine technical and price score DCPS will start with the overall highest combine score and move to the next vendor in descending order.

Question Twenty One:

21. What is the anticipated date of the award?

DCPS Response to Question Twenty One:

Based on our milestones for completion we anticipate awards between April 30, 2014-June 6, 2014.

Question Twenty Two:

22. Will vendors be given their individual scores from your evaluation process? If not, would you consider doing so?

DCPS Response to Question Twenty Two:

Yes, pursuant to our District of Columbia Municipal Regulations.

Question Twenty Three:

23. From the requirements of the RFP it appears that staff must be employees of the vendor agency and not independent contractors. Is that correct?

DCPS Response to Question Twenty Three:

DCPS is not clear about your question, however, per section B Contract Type, Supplies or Services and Price: "DCPS is soliciting experienced licensed Occupational Therapy (OT) and Physical Therapy (PT) contractors who have the capacity to provide assessment, consultation and intervention services in the areas of occupational and physical therapy"... and per section C.1 Scope: " DCPS requires the services of a Contractor to provide school based Occupational Therapy (OT) and Physical Therapy (PT) services to an approximate 2,000 students"....The Contractor shall provide a planned delivery of contracted OT and PT services"

Please note DCPS is not seeking Temporary Staffing Agencies to refer individual OT and PT staff to be managed by DCPS Office of Specialized Instruction. Any contractors/vendors responding to this solicitation should demonstrate in writing via their proposal submission the capacity to recruit and manage OT and PT staff as required by this solicitation.

Question Twenty Four:

24. Are MBE (minority businesses enterprises) also exempt from Sections H.9.1.1 and H.9.1.2?

DCPS Response to Question Twenty Four:

No. This is an open market competitive solicitation. Vendor/Contractors who are certified as Minority Business Enterprises are welcomed as open market vendors, however, to satisfy adherence to Sections H.9.1.1 and H.9.1.2 and all of Section H.9- Subcontracting Requirements. Certified Business Enterprises are those vendors/contractors who have been certified by the District of Columbia Department of Small Local Business Development pursuant to the District of Columbia Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005 as amended DC Official Code 2-218.01. See Section M.5 of the solicitation and response Number 9 delineated above.

Question Twenty Five:

25. What is the anticipated date of the award?

DCPS Response to Question Twenty Five:

Based on our milestones for completion we anticipate awards between April 30, 2014-June 6, 2014.

Question Twenty Six:

26. Will vendors be given their individual scores from your evaluation process? If not, would you consider doing so?

DCPS Response to Question Twenty Six

Yes, pursuant to our District of Columbia Municipal Regulations.

Question Twenty Seven:

27. What are "Sample Quarterly Contract Reports"?

DCPS Response to Question Twenty Seven

DCPS is not clear about your question therefore we couldn't provide an appropriate response.

Question Twenty Eight:

28. What is a "Certified Joint Venture" ?

DCPS Response to Question Twenty Eight

A joint venture (JV) is an association of two or more businesses temporarily formed to carry out a single business activity or project for profit in which they combine their property, capital, efforts, skill and knowledge. The association is limited in scope and duration.

The benefit of forming a joint venture

If one or more of the businesses associated in a JV is a certified business enterprise (CBE), the JV may qualify to be certified under the Department of Small and Local Business Development's (DSLBD) CBE program.

Determination of a joint venture certification

The DSLBD determines the eligibility of a JV for certification on a contract-by-contract basis.

Certification time

The timeline to certify a JV is usually between one and three weeks

Please contact the Department of Small Local Business Development at 202 727-3900 and <http://dslbd.dc.gov/service/certify-joint-venture>

II. INSERT NEW SECTION J.16

Attachment J.16 Subcontracting Plan via Amendment Number 2.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN UNCHANGED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	10
2. Amendment/Modification Number Amendment Number 004		3. Effective Date 1/18/2014	4. Requisition/Purchase Request No.	5. Solicitation Caption Occupational and Physical Therapy Services	
6. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st N.E. Washington D.C. 20002 Washington, DC 20002			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. GAGA-2014-R-0026	
				9B. Dated (See Item 11) 1/18/2014	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input 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>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.					
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> </u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This amendment has been issued to respond to prospective Contractors questions regarding this RFP. Answers to prospective contractors are contained in attachment A of this document.					
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		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			(Signature of Contracting Officer)		



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

Office of Contracts and Acquisitions
825 North Capitol Street, NE, 7th Floor
Suite 7066
Washington, DC 20002
(202) 442-5111 (FAX) (202) 442-5634

January 18, 2014

AMENDMENT FOUR (4) ATTACHMENT A

Response to Prospective Contractors Questions Regarding
RFP No: GAGA-2014-R-0026
Caption: Occupational and Physical Therapy Services Solicitation

To All Prospective Contractors

The District of Columbia Public Schools (DCPS) issued the subject Request for Proposal (RFP) GAGA-2014-R-0026 seeking competitive responses from Prospective Contractors for Occupational and Physical Therapy Services. The RFP issued on December 24, 2014 stimulated several questions from interested Contractors. DCPS has amended the RFP via amendment four (4) and is hereby providing responses to the following questions:

Question One:

1. What's the typical caseload for therapists (Section B.1)?

DCPS Response to Question One:

For SY 14-15, the full-time OT caseload will be between 37 and 45 students and 30 to 35 students for a full-time PT caseload .

Question Two:

2. How many schools are typically on a therapist's caseload (Section B.1)?

DCPS Response to Question Two

Full time occupational therapist: 2-3 schools.
Full time physical therapist: up to 7 schools

Question Three:

3. How many OT/PT openings does DCPS anticipate filling with this RFP (Section B.1)?

DCPS Response to Question Three:

For the SY 13-14, DCPS has a need for 44 Occupational Therapists and 6.8 Physical Therapists. The exact need for SY 14-15 should be around the same number but may change as DCPS' staff increases or decreases. Currently, DCPS has two OTs and one PT DCPS employee.

Question Number Four

4. Who are the current providers for Occupational and Physical Therapy services based on the 2009 RFP award (RFP# GAGA-2009-P-0181)?

DCPS Response to Question Four:

There are no current Provider based on the 2009 contract award. The District of Columbia Public School have been providing service under the Blackman Jones Consent Decree.

Question Number Five:

5. Please provide the current bill rate by provider

DCPS Response to Question Five:

The current Contractors are billing a per pupil rate not an hourly rate.

Question Number Six

6. Please provide the # of FTEs (full time equivalents) by provider

DCPS Response to Question Six:

For SY 13-14, DCPS has asked the two Contractors to provide 44 Occupational Therapists and 6.8 Physical Therapists.

Question Number Seven:

7. What number of the 2,000 students are expected to receive OT and/or PT services (Section B.1)?

DCPS Response to Question Seven:

Presently, the current number of students for Occupational Therapy services equals 1,758 and 242 for Physical Therapy services. This number may increase or decrease by the start of SY 14-15.

Question Number Eight

8. For the Demonstrated Experience section of the Technical Proposal, is the District only looking for one client to highlight to describe a contractor's prior experience providing OT/PT services to an urban school-based setting (Section M.3.1.a)?

DCPS Response to Question Eight:

DCPS is seeking information on all the urban school-based clients served by the Contractor to demonstrate prior experience comparable to DCPS' need.

Question Number Nine:

9. In order to demonstrate our experience related to the Special Standards of Responsibility, is a table listing the client name, location, and years providing OT/PT services acceptable (Section L.18)?

DCPS Response to Question Nine:

Yes if your table addresses L.18 and the requirements noted in Section M.3.1

Question Number Ten:

10. What is the current hourly rate of district OT and PT staff (Section B.3)?

DCPS Response to Question Ten:

DCPS is currently paying a per pupil rate for OT and PT services not an hourly rate.

Question Number Eleven:

11. Can the one-year school-based experience requirement be at the graduate level or must it be at the professional level (Section C.5.4.2)?

DCPS Response to Question Eleven:

No, the one-year experience must be obtained at the professional level or post-graduate level.

Question Number Twelve:

12. Does the minimum three days requirement have to be full time days (Section C.5.4.3)?

DCPS Response to Question Twelve:

Yes

Question Number Thirteen:

13. Would the district be open to concentrating therapists at a few schools rather than spreading them out as a way to get around the three day/week minimum (Section C.5.4.3)?

DCPS Response to Question Thirteen:

No. All assignments are based on the service delivery needs of individual schools. Assignments are made with consideration to caseload, school meetings days, and geographical location, among other factors.

Question Number Fourteen:

14. For noncompliance in Section C.5.9, are we required to pay DCPS an amount of money or are we just not allowed to bill?

DCPS Response to Question Fourteen:

DCPS will review the Contractor's invoices. If there are any non-compliance penalties occurred during that billing month, DCPS will complete the calculations. The penalty amount will be disputed and subtracted from the Contractor's invoice.

Question Number Fifteenth:

15. Who is required to pay for floating time (Section C.5.6.8.1)? Does the list of floating staff equate to people potentially available if services are needed?

DCPS Response to Question Fifteenth:

The floating staff is a listing of available staff who can potentially fill a staffing shortage for the Contractor due to resignation or medical leave.

Question Number Sixteen

16. Can we evaluate our staff using IMPACT or do you want us to develop a new staff evaluation tool that mirrors IMPACT (Section C.5.7)?

DCPS Response to Question Sixteen:

Please refer to the Amendment of Section 5.7.

Question Number Seventeen

17. What universities does DCPS have a current Memorandum of Understanding (MOU) with (Section C.5.16.1)?

DCPS Response to Question Seventeen:

At this time DCPS does not have a MOU with any university for OT or PT disciplines.

Question Number Eighteen:

18. What paperwork does the district require to verify a therapist's arrival and departure time (Section C.5.17)?

DCPS Response to Question Eighteen:

Therapists should complete a weekly company timesheet signed by LEA representative/School Principal/Designee at their assigned school(s). Providers are also required to sign in and out of the Related Services Attendance Book at assigned school(s).

Question Number Nineteen:

19. Are the workshops that we produce and conduct (Section C.5.18) each school year billable?

DCPS Response to Question Nineteen:

The workshops provided by the OTs and PTs for their assigned school's staff are billable at the Contractor's hourly rate. School workshops are provided during the school collaborative block sessions, special education team meetings, parent teacher conference days, etc.

Question Number Twenty:

20. What is the recommended process for submitting timesheets signed by school administrators?

DCPS Response to Question Twenty:

Therapists should complete a weekly company timesheet signed by LEA representative/School Principal/Designee at their assigned school(s). A copy of the signed timesheet must accompany the Contractor's monthly invoice.

Question Number Twenty One:

21. For the required therapist resumes to include in our proposal, will certified transcripts be sufficient (Section M.3.1.b)?

DCPS Response to Question Twenty One:

No. For each proposed staff, the resume must be included in the submission of the proposal.

Question Number Twenty Two:

22. Section B3: Are IEP meetings, collaboration block meetings, staff development meetings, parent and teacher conferences, impartial due process hearings and any other proceedings related to the delivery of occupational and physical therapy services billable?

DCPS Response to Question Twenty Two:

Yes at the hourly rate during the seven-hour billable school day

Question Number Twenty Three:

23. Who bears the costs associated with producing and conducting at least 2 workshops per school year (Section C.5.18)?

DCPS Response to Question Twenty Three:

The workshops provided by the OTs and PTs for their assigned school's staff are billable at the Contractor's hourly rate. School workshops are provided during the school collaborative block sessions, special education team meetings, parent teacher conference days, etc.

Question Number Twenty Four:

24. Section M.3.2: What price is used to determine the lowest price? Base? Average of price by years?

DCPS Response to Question Twenty Four:

Refer to Section M Evaluation Factors

Question Number Twenty Five:

25. In Section C.5.21, what is meant by "local and national academic institutions?"

DCPS Response to Question Number Twenty Five:

DCPS and OSI have collaborative relationships with the area colleges and universities such as American University, Howard University, Gallaudet University and the University of the District of Columbia.

Question Number Twenty Six:

26. What is the process for disputing invoices based on missed documentation? Is the disputed amount based on the incident or the number of students? If a clinician does not enter documentation for 30 students for one week what would the disputed amount be? Can the clinician remediate the issue by then submitting the appropriate documentation (Section C.6.2)?

DCPS Response to Question Twenty Six:

DCPS will review the Contractor's invoices. If there are any non-compliance penalties occurred during that billing month, DCPS will complete the calculations. The penalty amount will be disputed and subtracted from the Contractor's invoice.

The disputed amount is based on the number of students.

The disputed amount would be the hourly rate. Please see the Amendment to C.6.2.

Per the DCPS' policy, Office of the State Superintendent of Education and the Blackman-Jones consent decree, documentation is required the following Monday at noon after the service is delivered or attempted.

Question Number Twenty Seven:

27. What happens if the contractor provides a candidate within 14 days of the therapist leaving and DCPS rejects the candidate? Does the clock start over (Section C.6.2)?

DCPS Response to Question Twenty Seven:

No. The Contractor should develop a floating staff pool and recruitment plan in anticipation of staff separations. Effective screening of multiple potential candidates helps prevent the Contractor from the risk of their candidates being rejected by DCPS.

Question Number Twenty Eight:

28. Please clarify each proposed financial penalty as noted. There is some lack of consistency in the description of the penalty for open positions.

DCPS Response to Question Twenty Eight:

Please see the amendment to Section C.6.2.

Question Number Twenty Nine:

29. Regarding the financial penalties, what constitutes a "daily rate" that would be charge against a contractor for open positions?

DCPS Response to Question Twenty Nine:

The daily rate is the Contractor's hourly rate multiplied by the seven (7) hour billable day.

Question Number Thirty:

30. Are the penalties as described being levied against the current contractor?

DCPS Response to Question Thirty:

Yes

Question Number Thirty One:

31. The proposed hourly rate as noted is intended to be inclusive of all direct and indirect therapy services. Given the substantial amount of management responsibility included, is it assumed that this hourly rate is to include cots for these services as well?

DCPS Response to Question Thirty One:

Yes

Question Number Thirty Two:

32. Please clarify the role and expectations for the position of "Clinical Director" referenced in the RFP.

DCPS Response to Question Thirty Two:

Analyze IEP data and student records to develop a staffing plan by school and student level using various service delivery models to meet school and students needs. Submit staffing plan to PS Program Manager at the start of the contract.

- Weekly meeting with PS Program Manager to review Staffing Plan and make adjustments.
- Documentation compliance.
- Ensure immediate temporary coverage at uncovered schools.
- Monitor and report monthly caseload delivery and fluctuations at each school site,
- Ensure that due diligence actions that satisfy DCPS requirements are implemented
- Provide to PS Program Manager monthly and quarterly reports on missed sessions and make upon sessions to reconcile delivered with DCPS data.
- Ensure 100% compliance with Random Moment in Time Study Responses (RMTS).
- Develop and submit thirty (30) day performance plans for low performing staff.
- Ensure facilitation and provision of three (3) of the DCPS mandatory professional development training during the school year.
- Provide OT and PT clinical expertise and support to staff to address questions with students

Question Number Thirty Three

33. Please be specific about the twice-yearly “workshops” to be delivered at “assigned schools.”

DCPS Response to Question Thirty Three:

Related Service Providers, including Occupational and Physical therapists, are charged with equipping school staff with skills and tools that promote reinforcement of IEP goals across the school setting. For that purpose OTs and PT will develop and implement at least two high quality professional workshops at their assigned school(s). The content of the workshops must be aligned with the needs and goals of the assigned school (as identified by administrators), and approved by the school administrator(s).

Question Number Thirty Four:

34. Is this contract intended to exclusive/sole source?

DCPS Response to Thirty Four

Multiple contact awards will be issued.

Question Number Thirty Five:

35. If not a sole source arrangement, what is the authority of the “Clinical Director” of the contract to make decisions regarding staff deployment, caseload management, and the development of a “a district-wide staffing plan.” How will this responsibility be coordinated among multiple vendors, especially regarding accountability for coverage?

DCPS Response to Question Thirty Five:

The Contractor will be assigned a set of schools based on the number of proposed staff noted in the proposal. The Contractor’s clinical lead will develop the staffing plan and caseload management for those assigned schools.

Question Number Thirty Six

36. What progress has the District made regarding the requirement of clinicians to attend IEP meetings for the full duration of the meeting (resulting in significant missed sessions)?

DCPS Response to Question Thirty Six:

DCPS has developed standing meeting day schedules for each school. At the start of the SY, each school’s LEA must submit a calendar of annual IEP meetings to the special education team. This allows clinicians to plan ahead their participation in IEP meetings.

Questions Number Thirty Seven:

37. Regarding the timeliness issues, and the financial penalties the District proposes related thereto: given what is known about the inaccuracies within SEDS, how will issues be resolved regarding dates of notification, tracker submissions, etc., that would affect the implementation of the penalty. How will discrepancies/disagreements be resolved prior to a penalty being enforced, and how will it be documented?

DCPS Response to Question Thirty Seven:

SEDS help desk and day-to-day management has moved from OSSE to DCPS. This move has increased the accuracy and oversight of SEDS data issues.

The Contractor will have direct administrative access to SEDS and PMA to view the date assessments are assigned to their staff, date assessments are completed by their staff and the date and time documentation is entered in SEDS.

Weekly and monthly assessment and documentation reports will be discussed during check in meetings between the Contractor and DCPS Physical Supports Program Manager.

Question Number Thirty Eight:

38. Regarding the need to fill "abrupt" resignations/openings within 14 days or suffer a daily penalty until the opening is filled: the RFP states that any new hires must be approved by the Program Manager. If a qualified candidate is presented within the 14 day window and the Program Manager chooses to decline, what is the recourse for the contractor? Does the clock start again? Is the penalty dismissed?

DCPS Response to Question Thirty Eight:

No. The Contractor should develop a floating staff pool and recruitment plan in anticipation of staff separations. Effective screening of multiple potential candidates helps prevent the Contractor from the risk of their candidates being rejected by DCPS.

Question Number Thirty Nine:

39. Will the 14 day window stop once the position is filled, although the clinician is awaiting for background and drug screen clearance to actually start seeing students?

DCPS Response to Question Number Thirty Nine:

The 14-day window will stop when the contractor has confirmed that the candidate has started the fingerprinting and drug screening process. However, it is expected that the Contractor will have mechanisms in place to ensure effective screening of candidates before they are presented to DCPS.

Once the candidate is accepted by DCPS, The Contractor will be required to make up any missed services from the point of absence to the start date of the new staff person.

Question Number Forty:

40. Re: C.5.4.3

Does the 3 days (21 hours) have to be three (3) 7-hour workdays (8:00 -3:30) or can the 21 hours be spread out over the entire week?

DCPS Response to Question Forty:

Yes, the three (3) days must be completed in three (3) seven (7) hour workdays.

Question Number Forty One:

41.. Re: B.3.2 1003A & 1004A; B.3.3 2003A & 2004A; B.3.4 3003A & 3004A; B.3.5 3003A & 3004A

Summer hours are listed as up to 200 hours. Is it possible that a company may have its therapist available for DC's use but DC may not have need for said therapist and therefore does not pay company for said therapist although the company will be obligated to pay said therapist?

If yes, will companies be told at the beginning of summer whether and how many therapists will be needed?

DCPS Response to Question Forty One:

During summer 2013, DCPS had a need for 4 PTs and 15 OTs to cover the summer, related services' camps, assessments, IEP meetings and ESY intervention needs. DCPS will make requests for summer staff to the vendors in ranking order starting mid March of each SY.

Question Number Forty Two:

42. Re: C.5.6.5, C.5.6.8

Let's say there's an unscheduled school closure, for example, a weather related closure, and assuming that those sessions need to be made up but the therapist either does not have the time in his/her schedule or is only at the particular school on that specific day of the week, will a company be assessed penalties for this and will therapists be allowed to set aside time in his/her schedule for such eventualities?

DCPS Response to Question Forty Two:

School closures due to unscheduled school closure do not require make up services.

Question Number Forty Three:

Re: C.5.6

Will companies have access to the monitoring system to run compliance reports?
If no, will DCPS provide weekly reports to companies prior to the Monday deadlines?

DCPS Response to Question Forty Three

Yes, the Contractor can designate one person from their company to have administrative access to the following data system / report: SEDS, PMA, RSMR report, weekly documentation reports, monthly documentation reports, and assessment reports.

Question Number Forty Five:

45. Re: C.6.2; F.3 10 & 11

Based on these sections the amount that a company can be penalized would be significantly greater than the contract amount. For example, if a therapist has a caseload of 30 students and fails to meet the deadline, the contracting company will face a fine of \$36,000 (30x\$1,200). If the company's rate was \$100 hr and the therapist worked a full 35 hour week DCPS total compensation to the company would have been \$3,500. Therefore, DCPS is penalizing company 700%. Will DCPS consider capping this penalty as it did at C.5.6.12? Please bear in mind that these liabilities have a major impact on companies' ability to provide DCPS with our best offers as well as the long term viability of companies to provide services.

DCPS Response to Question Forty Five:

Refer to the Amendment to C.6.2

Question Number Forty Six:

Re: C.5.4.2

Can other experience be substituted in lieu of school experience e.g. other pediatric experience or specialization (e.g. NDT)?

DCPS Response to Question Forty Six:

No. The candidate should demonstrate proficiency in school-based practice as delineated in the DCPS Physical Supports Guidebook.

Question Number Forty Seven:

7. Re: C.5.6.11, F.3 9

Will late notification of an assessment request be taken into consideration? Is DCPS still using date email notification generated in SEDS and sent to therapist as the official notice?

DCPS Response to Question Forty Seven:

Yes, it will be. And Yes.

Questions Number Forty Eight:

C.5.10 second paragraph 1st sentence

In a multiple award situation will the contractor be providing training to all vendors' staff and the identified DCPS' staff or only to the organizing vendor's staff and DCPS staff?

DCPS Response to Question Forty Eight:

The training will be provided to all contractual staff and DCPS staff.

Question Number Forty Nine:

49. Re: C.5.6.9.; C.5.6.10; F.3 13, 14 & 17

Is this referring to services missed prior to contractor assuming responsibility for provision of said service e.g. service was not provided by another contractor or no contractor was assigned?

DCPS Response to Question Forty Nine:

The Contractor will be responsible for making up all services missed by their staff due to separation or lack of staff coverage.

Question Number Fifty:

50. Re: C.6.2; F.3 15

Is this penalty assessed from day 1 or day 15?

DCPS Response to Question Fifty

Day 15

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	4
2. Amendment/Modification Number Amendment Number 005		3. Effective Date 1/19/2014	4. Requisition/Purchase Request No.	5. Solicitation Caption Occupational and Physical Therapy Services	
6. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st N.E. Washington D.C. 20002 Washington, DC 20002			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. GAGA-2014-R-0026	
				9B. Dated (See Item 11) 1/19/2014	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input 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>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.					
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> </u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This amendment has been issued to respond to prospective Contractors questions regarding this RFP. Answers to prospective contractors are contained in attachment A of this document.					
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		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			(Signature of Contracting Officer)		



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

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January 19, 2014

AMENDMENT FIVE (5) ATTACHMENT A

Response to Prospective Contractors Questions Regarding
RFP No: GAGA-2014-R-0026
Caption: Occupational and Physical Therapy Services Solicitation

To All Prospective Contractors

The District of Columbia Public Schools (DCPS) issued the subject Request for Proposal (RFP) GAGA-2014-R-0026 seeking competitive responses from Prospective Contractors for Occupational and Physical Therapy Services. The RFP issued on December 24, 2014 stimulated several questions from interested Contractors. DCPS has amended the RFP via amendment five (5) and is hereby providing responses to the following questions:

Question One:

1. What is the range of hourly rates paid to current vendors/providers?

DCPS Response to Question One:

DCPS is currently paying a per pupil rate not an hourly rate.

Question Two:

2. What is the procedure for notifying vendors of work requests? Is there an expected response time before the next vendor is asked to provide staff? Do you start with the lowest priced vendor and move to the next lowest etc. until all needs are met?

DCPS Response to Question Two

The vendors will be placed in ranking order based on the total score (technical and price proposal scores). The number 1 vendor will be contacted for their staffing plan based on the number of proposed staff members. The Program Manager will continue contacting the vendors until the number of staff to meet the OT and PT need is reached.

Question Number Three:

3. Do you anticipate awarding to one or multiple vendors?

DCPS Response to Question Three:

Multiple Vendors

Question Number Four:

4. Page 14, paragraph C.5.5 – Are the trainings, meetings, and professional developments mentioned in this section considered billable time?

DCPS Response to Question Four:

Yes, the trainings, meetings and professional developments are provided during the seven-hour billable work day.

Question Number Five:

5. Page 14-15, paragraph C.5.6.4 – If scheduled services are missed due to unavailable staff, and the Contractor does not bill for the missed scheduled services, is the Contractor able to bill for the services when they are made up?

DCPS Response to Question Five:

Yes

Question Number Six:

6. Page 15, paragraph C.5.6.9 – For purposes of this example, let's assume a Contractor bill rate of \$100 per hour and seven billable hours per day. Does this paragraph mean that \$700 would be deducted from the Contractor's invoice for each day without coverage?

DCPS Response to Question Six:

Yes

Question Number Seven:

7. Page 15, paragraph C.5.6.9.1 – If Contractor never billed for missed services, will Contractor be allowed to bill when those missed services are made up?

DCPS Response to Question Seven:

Yes

Question Number Eight A:

8. Page 16, paragraph C.5.6.10 –
 - a. Are replacement therapists expected within 14 days (paragraph C.5.6.9) or immediately (paragraph C.5.6.10)?

DCPS Response to Question Eight A:

Immediately is the preference so there are no gaps, but DCPS is giving the Contractor up to 14 days to provide a replacement.

Question Number Eight B:

- b. If Contractor never billed for missed services, will Contractor be allowed to bill when those missed services are made up?

DCPS Response to Question Eight B:

Yes

Question Number Nine:

9. Page 17, paragraph C.5.8 – Is attendance at DCPS mandatory professional development sessions and case conferences considered billable time by the Contractor?

DCPS Response to Question Nine:

Yes

Question Number Ten

10. Page 19, paragraph C.5.18, 8th bullet point – If a workshop occurs after the 7 hour billable day, will those additional hours be billable by the Contractor?

DCPS Response to Question Ten:

If a workshop provided by the Contractor's staff is scheduled after the billable day, advance approval from the Program Manager of Physical Support is required.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	2
2. Amendment/Modification Number Amendment Number 006		3. Effective Date 1/26/2014	4. Requisition/Purchase Request No.	5. Solicitation Caption Occupational and Physical Therapy Services	
6. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st N.E. Washington D.C. 20002 Washington, DC 20002			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. GAGA-2014-R-0026	
				9B. Dated (See Item 11) 1/26/2014	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> 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.					
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> </u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The Proposal Submission Date is hereby changed from Monday, February 3, 2014 at 3:00 p.m. to the new date and time of Monday, February 10, 2014 by 4:30 p.m..					
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		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			(Signature of Contracting Officer)		



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

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January 26, 2014

AMENDMENT SIX (6)

RFP No: GAGA-2014-R-0026

Caption: Occupational and Physical Therapy Services Solicitation

To All Prospective Contractors

The District of Columbia Public Schools (DCPS) issued the subject Request for Proposal (RFP) GAGA-2014-R-0026 seeking competitive responses from Prospective Contractors for Occupational and Physical Therapy Services. The RFP issued on December 24, 2014, Proposal Submission Date is hereby changed.

DELETE SPECIFIC LANGUAGE ASSOCIATED WITH SECTION L.4.1 PROPOSAL SUBMISSION:

Proposals shall be submitted no later than February 3, 2014 at 3:00 p.m. at District of Columbia Public Schools, Office of Contracts and Acquisitions, 1200 First Street, N.E., 11TH Floor, Washington, D.C. 20002.

INSERT NEW SPECIFIC LANGUAGE ASSOCIATED WITH SECTION L.4.1 PROPOSAL SUBMISSION:

Proposals shall be submitted no later than Monday, February 10, 2014 by 4:30 p.m. at the District of Columbia Public Schools, Office of Contracts and Acquisitions, 1200 First Street, N.E., 11TH Floor, Washington, D.C. 20002.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN UNCHANGED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages	
					1	12
2. Amendment/Modification Number Amendment Number 007		3. Effective Date 1/28/2014	4. Requisition/Purchase Request No.	5. Solicitation Caption Occupational and Physical Therapy Services		
6. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st N.E. Washington D.C. 20002 Washington, DC 20002			Code	7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. GAGA-2014-R-0026	
					9B. Dated (See Item 11) 1/29/2014	
					10A. Modification of Contract/Order No.	
					10B. Dated (See Item 13)	
Code		Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input 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>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.						
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> </u> copies to the issuing office.						
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This amendment has been issued in accordance with attachment A of this document.						
<p>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</p>						
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)			(Signature of Contracting Officer)			



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

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January 28, 2014

AMENDMENT SEVEN (7)

ATTACHMENT A

RFP No: GAGA-2014-R-0026

Caption: Occupational and Physical Therapy Services Solicitation

To All Prospective Contractors

The Government of the District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of Office of Specialized Instruction (OSI) is issuing Amendment Seven for the Occupational Therapy (OT) and Physical Therapy (PT) Solicitation GAGA-2014-R-0026.

Amendment Seven Consist of the following:

1. INSERT SECTION B.5 REQUIREMENTS CONTRACT LANGUAGE:

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause Section G.9.5. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after [insert date].

2. **INSERT SECTION G.9.5 ORDERING CLAUSE LANGUAGE:**

G.9.5.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.9.5.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.9.5.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

3. **INSERT SECTION H.12 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

H.12.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions: Occupational and Physical Therapy Services

H.12.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions: Occupational and Physical Therapy Services

H.12.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.12.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.12.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

(A) a written authorization which authorizes the District to conduct a criminal background check;

(B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

(C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

- (i) Murder, attempted murder, manslaughter, or arson;
- (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
- (iii) Burglary;
- (iv) Robbery;
- (v) Kidnapping;
- (vi) Illegal use or possession of a firearm;
- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (viii) Child abuse or cruelty to children; or
- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

(D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.12.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.12.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.12.5(C);

(C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

(D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

(E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.12.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.12.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.12.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.12.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.12.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.12.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H.12.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

H.12.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.12.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.X.1 and H.X.2.

H.X.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

H.12.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

H.12.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.12.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

4. INSERT SECTION H.13 AUDITS AND RECORDS

H.13.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.13.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

H.13.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.13.4 Comptroller General

H.13.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.13.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.13.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

H.13.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.13.1 through H.13.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.13.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.13.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.13.5 of this clause.

C. This Advisory and Assistance Services clause is used if the contract is for any nongovernmental employees working under this contract whose work is managed and administered by the Contractor and who are not considered employees of the government. Use the following clause for any non-personal services contract:

5. INSERT SECTION H.14 HIPAA PRIVACY COMPLIANCE POLICY

The HIPAA Privacy Compliance shall be incorporated into the contract. The Contractor shall download a copy of the HIPAA Privacy Compliance clause from www.ocp.in.dc.gov. The clause can be found under the heading of "Policies/Forms".

6. INSERT SECTION I.13 CONTINUITY OF SERVICES

I.13.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.13.1.1 Furnish phase-out, phase-in (transition) training; and

I.13.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.13.2 The Contractor shall, upon the CO's written notice:

I.13.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.13.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

I.13.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.13.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.13.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

7. INSERT SECTION I.14 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

8. INSERT SECTION K.1 CERTIFICATION REGARDING DRUG FREE WORKPLACE :

K.1 Certification Regarding a Drug-Free Workplace (July 1990)

K.1.1 Definitions. As used in this provision:

K.1.1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.1.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 Individual: means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

- a. The dangers of drug abuse in the workplace;
- b. The Contractor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.1.2(1) of this clause;

(4) Notify such employees in writing in the statement required by section K.1.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation

occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.1.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under section K.1.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- a. Take appropriate personnel action against such employee, up to and including termination; or
- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.1.2(1) through K.1.2(6) of this clause.

K.1.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.1.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.1.2 or K.1.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment

9. **INSERT SECTION K.2 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE USE OF CONTRACT BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror, resultant contract(s) will be extended to any or all of the listed members as designated by the offeror in section B.3 to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing this contract will place its own order(s) with the Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- C. A negative reply will not adversely affect consideration of your proposal.
- C. It is the Contractor's responsibility to notify the members shown below of the availability of the contract.
- D. Each participating jurisdiction has the option of executing a separate contract with the Contractor. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the

jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

- E. The District shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the Contractor.

10. **DELETE SPECIFIC LANGUAGE ASSOCIATED WITH SECTION C.7.2 DCPS RESPONSIBILITIES AND TASKS:**

DCPS will make available to the Contractor without charge, all necessary and treatment rooms at program sites to enable the Contractor's staff to render the services provided for in this Agreement.

INSERT NEW SPECIFIC LANGUAGE ASSOCIATED WITH SECTION C.7.2 DCPS RESPONSIBILITIES AND TASKS:

DCPS will make available to the Contractor without charge, treatment space at the assigned school sites to enable the Contractor's staff to render the services provided for this Contract

11. **INSERT THE NEW SECTION C.5.1.1.1 :**

C.5.1.1.1 The Contractor shall provide professional references on its staff upon request from DCPS.

12. **DELETE SECTION C.5.7:**

The Contractor shall evaluate staff bi-annually. The staff performances assessment must mirror DCPS' IMPACT Group 12, refer to applicable documents in section C.2 item number 11.

INSERT NEW SECTION C.5.7:

DCPS Physical Supports Program Manager will use the DCPS Effectiveness Assessment System for School-Based Personnel (IMPACT) rubric to evaluate Contractor's staff twice per school year. Contractor must provide a 30-day performance plan for all staff with cycle 1 ratings below 300 points or 3.0.

13. **DELETE SECTION C.5.7.1**

The Contractor shall develop thirty (30) days performance plans are required for low performing staff.

INSERT NEW SECTION C.5.7.1

At the end of the school year, Contractor must have a score of 300 or above to return for the next school year.

14. **DELETE SECTION C.5.7.2**

DCPS Physical Supports Program must approve all 30-day Performance plans. Performance plans may be renewed for another 30 days if improvement is not demonstrated. If no improvement is demonstrated after 60 days, DCPS has the right to request dismissal of Contractor staff based on lack of performance improvement.

INSERT NEW SECTION C.5.7.2.

The Contractor's staff with scores falling in the minimally effective range after two school years of support Will be subject to separation from providing services in DCPS.

15. DELETE SECTION C.5.7.3

DCPS shall have the right to request dismissal of Contractor staff based on a lack of performance by such staff, subject to prior written notice to Contractor and an opportunity for Contractor to address the specific performance issues within 30 days after receipt by Contractor of written notice from DCPS of such lack of performance

INSERT THE NEW SECTION C.5.7.3

At the end of the school year, OT & PT staff with scores in the ineffective range will be separated.

16. INSERT THE NEW SECTION C.5.7.4

DCPS Physical Supports Program must approve all 30-day Performance plans. Performance plans may be renewed for another 30 days if improvement is not demonstrated. If no improvement is demonstrated after 60 days, DCPS has the right to request dismissal of Contractor staff based on lack of performance by staff in writing.

17. DELETE PROVISION FIVE AND PROVISION SIX

Provision	Damages Per Occurrence
The Contractor shall document 100% of IEP services into SEDS on Monday by noon.	Each week a staff fails to fully document for each student, DCPS will dispute \$1,200.00 per incident.
All service tracker notes must be finalized by the 5 th of the following month.	DPCS will dispute \$1,200 (per student) each month a staff fails to finalize service trackers for each assigned student on caseload by fifth of the month.

INSERT THE NEW PROVISION FIVE AND SIX

Provision	Damages Per Occurrence
The Contractor shall document 100% of IEP services into SEDS on Monday by noon.	Each week a staff fails to fully document for each student, DCPS will dispute three times the Contractor's hourly rate per incident (student).
All service tracker notes must be finalized by the 5 th of the following month.	DPCS will dispute three times the Contractor's hourly rate for student a staff fails to finalize service trackers in SEDS for each assigned student on caseload by fifth of the month.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR TASK ORDER PROPOSAL/QUOTE REMAIN UNCHANGED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	2
2. Amendment/Modification Number Amendment Number 008		3. Effective Date 2/3/2014	4. Requisition/Purchase Request No.	5. Solicitation Caption Occupational and Physical Therapy Services	
6. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st N.E. Washington D.C. 20002 Washington, DC 20002			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. GAGA-2014-R-0026	
				9B. Dated (See Item 11) 2/3/2014	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> 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.					
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> </u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The Proposal Submission Date is hereby changed from Monday, February 10, 2014 at 4:30 p.m. to the new date and time of Monday, February 24, 2014 by 4:30 p.m..					
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		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			(Signature of Contracting Officer)		



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

Office of Contracts and Acquisitions
825 North Capitol Street, NE, 7th Floor
Suite 7066
Washington, DC 20002
(202) 442-5111 (FAX) (202) 442-5634

February 3, 2014

AMENDMENT EIGHT (8)

RFP No: GAGA-2014-R-0026

Caption: Occupational and Physical Therapy Services Solicitation

To All Prospective Contractors

The District of Columbia Public Schools (DCPS) issued the subject Request for Proposal (RFP) GAGA-2014-R-0026 seeking competitive responses from Prospective Contractors for Occupational and Physical Therapy Services. The RFP issued on December 24, 2014, Proposal Submission Date is hereby changed.

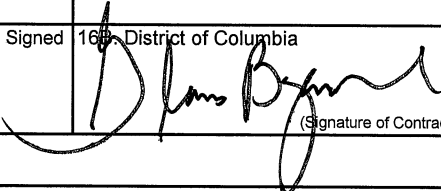
DELETE SPECIFIC LANGUAGE ASSOCIATED WITH SECTION L.4.1 PROPOSAL SUBMISSION:

Proposals shall be submitted no later than Monday, February 10, 2014 at 4:30 p.m. at District of Columbia Public Schools, Office of Contracts and Acquisitions, 1200 First Street, N.E., 11TH Floor, Washington, D.C. 20002.

INSERT NEW SPECIFIC LANGUAGE ASSOCIATED WITH SECTION L.4.1 PROPOSAL SUBMISSION:

Proposals shall be submitted no later than Monday, February 24, 2014 by 4:30 p.m. at the District of Columbia Public Schools, Office of Contracts and Acquisitions, 1200 First Street, N.E., 11TH Floor, Washington, D.C. 20002.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN UNCHANGED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 2	
2. Amendment/Modification Number Amendment Number 009		3. Effective Date 2/18/2014		4. Requisition/Purchase Request No.	
5. Solicitation Caption Occupational and Physical Therapy Services		6. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st N.E. Washington D.C. 20002 Washington, DC 20002			
7. Administered By (If other than line 6)		Code			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		X		9A. Amendment of Solicitation No. GAGA-2014-R-0026	
				9B. Dated (See Item 11) 2/18/2014	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> 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.					
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> </u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
Delete Section H.9 SUBCONTRACTING REQUIREMENTS IN ITS ENTIRETY					
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		
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia	16C. Date Signed
(Signature of person authorized to sign)				(Signature of Contracting Officer)	2/18/14



DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

Office of Contracts and Acquisitions
1200 First Street, NE, 11th Floor
Washington, DC 20002
(202) 442-5112 (FAX) (202) 442-5634

February 18, 2014

**AMENDMENT NINE (9)
RFP No: GAGA-2014-R-0026
Caption: Occupational and Physical Therapy Services Solicitation**

To All Prospective Contractors

The District of Columbia Public Schools (DCPS) issued the subject Request for Proposal (RFP) GAGA-2014-R-0026 seeking competitive responses from Prospective Contractors for Occupational and Physical Therapy Services. The RFP issued on December 24, 2014 is hereby changed.

DELETE SECTION H.9 SUBCONTRACTING REQUIREMENTS IN ITS ENTIRETY

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN UNCHANGED