

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Department of Health Care Finance**



Office of the Director  
Office of Contracts & Compliance

**DATE: August 17, 2009**

**AMENDMENT NO.: 001**

**TO: Offerors**

**TITLE: Pharmacy Management and Staffing Services**

**SOLICITATION NO.: DHCF-OMC-2009-P-0003**

This amendment is issued to the above solicitation to all Offerors that will receive a copy of the solicitation. The Solicitation is amended as follows:

1. Subject Solicitation Closing time is hereby amended to delete “8:00 am EST” and insert in lieu thereof “1:00 p.m. EST”.
2. Attached is Cover Sheet “SOLICITATION, OFFER, AND AWARD” to be submitted with your proposal.
3. Section B-3, Supplies or Services and Price, add the following new paragraphs:

“B.2.2 Offerors shall submit a price proposal that reflects its most competitive rates (and shall set forth both fixed, fully-loaded hourly rates per labor category and its process for pricing certain work on a firm, fixed-fee basis) for each Task Category/Contract Line Item (CLIN) for which it submits a technical proposal (1) Labor categories; (2) A description of the proposed labor category to include years of experience, education level, and certifications; and (3) “Best Customer Pricing” in the format of fully-loaded, fixed hourly rates to include other direct costs. The term “fully-loaded, fixed hourly rate” shall mean an hourly rate that includes the base labor rate, overhead costs, fringe benefits, general and administrative expenses (G&A), profit and other direct costs.

“B.2.3 Add CLIN 0202 - Pharmacy System

The Pharmacy System shall represent CLIN 0202 a pharmacy computer system as described in C.3.2.1. Offeror shall provide a separate cost proposal with supporting details identifying items respective of the proposed amount for the Pharmacy System. System and Costs thereto shall be approved by DHCF. Upon approval by DHCF costs shall be incorporated into the fully-loaded fixed hourly rate established by Contract.

4. Delete in their entirety paragraphs C.1.5.8.4 and C.5.8.5.
5. Add the following, Section C.1.5.9:

“C.1.5.9 Offeror shall provide a Pharmacy Director and Assistant Director who shall provide oversight for all pharmacy sites.”
6. C.2.2.1, delete the address for Walker-Jones and insert in lieu thereof “40 Patterson St., N.E., Washington, D.C. 20002”.
7. C.2.3.1, Currency Pharmacy Hours of Operation are amended as follows:

“ Upper Cardozo and D.C. General are closed on federal and District Holidays”.

“Southwest CHC Pharmacy hours of operation are as follows:  
“Southwest Clinic hours of operation are Monday, Wednesday and Friday from 8:15 am to 4:45pm.
8. Following C.3.6.2 numbering shall be revised to reflect “C.3.7 Pharmacy Benefit Management Services. All respective paragraphs delete numeral “4” and insert in lieu thereof “7” shall read C.3.7.1 through C.3.7.4.
9. Delete “G.4 Liquidated Damages” in its entirety and insert in lieu thereof the following:

“G.4 LIQUIDATED DAMAGES

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government a firm-fixed fee of five Thousand Dollars (\$5,000.00) for each calendar day of delay.

Alternatively, if there is a failure by the Contractor to deliver a quality product, and the failure is such that the District deems it is a material breach of the contract, in whole or in part under the “Termination for Default” in the Standard Contract Provisions, the Contractor shall be liable for the fixed, agreed, and liquidated damages accruing until the time the District may reasonably obtain delivery of such supplies or service, whichever is applicable. The liquidated damages shall be in addition to excess costs under the termination clauses in the standard contract clauses contained in the Standard Contract Provisions.

The Contractor shall not be charged with liquidated damages when the Contractor’s delay in providing services arises out of causes beyond the control and without the fault or negligence of the Contractor. “
10. Section J, “J.16” delete in its entirety.

11. Section K; add the following paragraphs K.13 through K.16: Submit all documents as required with Proposal

**“K.13 PROSPECTIVE CONTRACTOR’S RESPONSIBILITY**

In order to receive an award under this RFP, the Contracting Officer must determine that the prospective Contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective Contractor must establish that it has:

- (1) Financial resources adequate to perform the contract, or the ability to obtain them;
- (2) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (3) A satisfactory record of performance;
- (4) A satisfactory record of integrity and business ethics;
- (5) The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
- (6) Compliance with the applicable District licensing, tax laws, and regulations;
- (7) The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- (8) Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

The District reserves the right to request from prospective Contractor information necessary to determine the prospective Contractor’s responsibility. Information is to be submitted upon the request of the District within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror’s proposal to rejection on responsibility grounds. If a prospective Contractor fails to supply the requested information, the District’s Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of responsibility, the District’s Contracting Officer shall determine the Offeror to be non-responsible.

By signing below the Contractor certifies that it is in compliance with all of the requirements of a responsible contractor described in #1-8 above. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**“K.14 APPOINTMENT OF ATTORNEY**

By submitting a proposal in response to this solicitation, the Bidder:

- A. irrevocably designates and appoints the Clerk of the District of Columbia Superior Court and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and

processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this solicitation and any contract that may be awarded as a result of it, or the work required or performed hereunder, and

B. expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Bidder was personally within the District of Columbia and otherwise subject to personal service at the time of service upon said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice pleading or other paper addressed to the Contractor at the address stated in this contract.

***K.15 CONTRACTOR REGISTRATION/PAYMENT IDENTIFICATION NUMBER***

The District of Columbia has an automated Contractor database used to process payments. Firms are indexed in the database by DUNS numbers issued by the Dun and Bradstreet Corporation. Individuals doing business with the District are indexed by their social security numbers. DUNS numbers may be obtained free of charge by telephoning B&B, toll-free, at 1-800-333-0505.

***Application forms are available on the Internet at  
<http://www.dnb.com/dbis/aboutdb/dunsform.htm>.***

No payments can be processed under any contract resulting from this RFP without the following information:

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DUNS or Social Security Number

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Legal Name of Entity (or name of individual) under which above number was obtained

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Street or Mailing Address associated with above given number

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Type of Business

**K.16 PENDING LEGAL CLAIMS AGAINST THE DISTRICT**

The Offeror must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Offerors with pending legal claims against the District are

not automatically precluded from contract award. If Offeror does not have any pending legal claims against the District, please indicate this below.

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The Contractor hereby certifies that the information provided above is true, correct and complete.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**All other terms and conditions remain unchanged.**

Offerors shall acknowledge receipt of this amendment with their proposals by signature and date as required below.

Failure to acknowledge receipt of this amendment by the date and time specified for receipt **of proposals may remove Offeror from consideration.**

**Offeror acknowledges receipt of this Amendment by signature and date as follows:**

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