



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES
REQUEST FOR PROPOSAL (RFP)

RM-13-RFP-052-BY0-VM –Disaster Mental Health Responder’s Certification Program

The District of Columbia, Department of Mental Health is seeking a Contractor to develop a complete and standardized training curriculum for seven of its core Disaster Mental Health Responder Certification training sessions, based on adult learning principles, with a testing component that support competencies, knowledge and skills in disaster mental health.

Issue Date: December 4, 2012

Optional Pre-Proposal Conference: December 11, 2012 at 1:00 P.M. Est. at the address below

Opening Date: December 28, 2012 at 2:00 P.M. EST.

To obtain a copy of the RFP contact Veronica Morrisey, Contract Specialist at the e-mail link below or go directly to the Department of Mental Health website to obtain a copy.

Veronica.morrisey@dc.gov or visit our website at www.dmh.dc.gov (click on Business Opportunities)

Please submit your proposal to Veronica Morrisey at the address noted below. No e-mail responses shall be accepted.

D.C. Department of Mental Health, Contracts and Procurement Services

64 New York Avenue, 2nd Floor

Washington, D.C. 20002

Telephone: 202-6713178

**DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)
SOLICITATION, OFFER, AND AWARD
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 2nd FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 of 67
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: RM-13-RFP-052-BY0-VM
	5. DATE ISSUED: DECEMBER 4, 2012
	6. OPENING/CLOSING TIME: DECEMBER 28, 2012 AT 2:00 P.M. EST.

7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: Samuel J. Feinberg Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3171	B. E-MAIL ADDRESS: Samuel.feinberg@dc.gov
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):	AMENDMENT NO:	DATE:

14. NAME AND ADDRESS OF THE CONTRACTOR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)		
14A. TELEPHONE NUMBER:			15A. SIGNATURE:	15B. OFFER DATE:	
AREA CODE:	NUMBER:	EXT:			

AWARD (To be completed by the DMH) IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT:
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Services Agency Chief Contracting Officer	19. CONTRACTING OFFICER SIGNATURE:
	20. AWARD DATE:

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B - SUPPLIES OR SERVICE AND PRICE

B.1 PURPOSE OF SOLICITATION

B.1 The Government of the District of Columbia, Department of Mental Health (DMH) seeks to enhance its emergency preparedness capability by enhancing its present Disaster Mental Health Responder Certification.

B.2 CONTRACT TYPE

B.2.1 The District contemplates award of a Fixed Price Contract.

B.3 PRICING SCHEDULE/COST SCHEDULE

B.3.1 Contractor shall submit a Budget Narrative detailing the cost associated with the Total Price.

Contract Line Item No. (CLIN)	Item Description	Total Price
0001 (Base Year)	Develop a standardized training curriculum in accordance with Scope of Work	\$ _____ Provide a detailed Cost Breakdown (Narrative) to support Total Price.

SECTION C
DESCRIPTION, SPECIFICATION, WORK STATEMENT
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SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

- C.1.1** Mental health intervention has become a valued dimension of immediate and long-term disaster response. Psychological recovery is recognized as a focus for relief efforts, along with repairing homes and building bridges. Emergency responders, disaster workers, and community members now receive mental health and crisis counseling support following most large-scale disasters. Mental health professionals have readily stepped into the disaster milieu to provide counseling, school interventions, case management and consultation.
- C.1.2** In the event of a mass casualty or mass fatality in the District of Columbia, there shall be a need to expand mental health services to first responders, survivors, and their families. To that end, DMH Disaster Mental Health Services has piloted a Disaster Mental Health Responder Certification program to establish quality programmatic standards through training and knowledge based testing to ensure competent response personnel have the knowledge and skills they need to properly assist during a response effort.
- C.1.3** "Early interventions are usually provided with limited resources in an atmosphere of chaos, environmental pollution and the possibility of continued threats. To be effective, training shall incorporate content that addresses the organizational, procedural, emotional, and environmental aspect of this operational reality. Additionally, specialty education, training and certification programs shall be developed to meet current critical credentialing standards that can also be sanctioned or validated by appropriate professional bodies and organizations. This shall ensure quality standards that are in the interest of service users and providers as well as the organization that employ such staff. (Mental Health and Mass Violence, 2002, p 9-10).
- C.1.3** The Department of Mental health is seeking the assistance of a Contractor to work with DMH Disaster Mental Health Services to enhance its present Disaster Mental Health Responder Certification program through the development of a completed standardized training curriculum and knowledge based testing component that is based in adult learning principles and current disaster mental health best practice to ensure disaster response personnel at various levels have the knowledge and skills needed to properly assist during a response effort in the aftermath of a mass casualty and mass fatality event. The Contractor shall provide

standardized training curricula for seven core training requirements and a complimentary testing program that is adaptable to both in-person and an e-learning format.

C.2 SCOPE OF WORK

C.2.1 The Government of the District of Columbia, Department of Mental Health (DMH) seeks to enhance its emergency preparedness capability by enhancing its present Disaster Mental Health Responder Certification. DMH is seeking a Contractor to develop a complete and standardized training curriculum for seven of its core Disaster mental Health Responder Certification training sessions, based on adult learning principles, with a testing component that supports competencies, knowledge and skills in disaster mental health. This work shall allow DMH to prepare disaster mental health responders for deployment in emergency and or disaster settings. This training curricula and testing program shall be readily adaptable to both in-person and an e-learning format for delivery. The knowledge-based testing format should link identified disaster response core competencies to present curricula to ensure understating and quality standards are maintained as well as continue to prepare competent disaster mental health responders for the agency/District.

C.2.2 The complete standardized training curriculum and testing program for seven core Disaster Mental Health Responder Certification training sessions shall be designed with adult learning principles. It shall also emphasize DMH identified disaster mental health core competencies for training of mental health professionals and others who may be called upon to provide early psychological intervention in the wake of natural disaster terrorist attack, and/or violent or traumatic events. The training curriculum must address critical knowledge areas and skills of each core session to prepare emergency mental health responders to work with public health, law enforcement and emergency management systems in addressing mental health consequences of such events. The program shall promote certified, organized, well trained teams for disaster response.

C.3 APPLICABLE DOCUMENTS

C.3.1 The following documents are applicable to this procurement and incorporated by this reference:

Disaster Mental Health Responder's Certification Program
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No.	Document Type	Name	Version
1	PLANNING	DC DMH Disaster Mental Health Services – POLICY DRAFT	2012
2	PLANNING	BEST PRACTICES FOR A DISASTER BEHAVIORAL MENTAL HEALTH TRAINING CURRICULUM FOR FEMA REGION III (DC, DE, MD, PA, VA & WV)	2011
3	PLANNING	TRAINING FOR DISASTER RESPONSE PERSONNEL: THE DEVELOPMENT OF PROPOSED CORE COMPETENCIES IN DISASTER MENTAL HEALTH	2008

C.4 DEFINITIONS

N/A

C.5 MINIMUM QUALIFICATIONS

C.5.1 The Contractor shall have demonstrated experience in providing technical assistance services to a diverse audience of mental health professionals for at least two years. The Contractor shall provide evidence of prior work in either direct training or curriculum development in areas of direct mental health service provision, disaster behavioral mental health, or related fields. In addition, the Contractor shall have demonstrated knowledge in the use of e-learning platforms and technology, as well as instructor lead models. The Contractor shall have at least three years experience in the development, testing and delivery of curriculums in either instructor lead or e-learning format. The Contractor shall submit documentation and references of experience performing similar projects.

C.6 CERTIFICATE PROGRAM

C.6.1 The Contractor shall meet with DMH Disaster Mental Health Services staff to review current practices and Disaster Mental health Responder Certification Training and Core Competencies for seven of the core training requirements: 1) All Hazards Behavioral Mental health; 2) Psychological First Aid; 3) Traumatic Loss and Grief; 4) Ethics in Disaster Behavioral Mental Health; 5) Disaster Behavioral Mental Health Rapid Assessment and Triage; 6) Children and Disasters; and 7) Resilience.

C.6.2 The Contractor shall link identified core competencies to past DMH disaster mental health trainings and the present Disaster Mental Health Responder Certification and identify any gaps.

C.6.3 The Contractor shall develop a knowledge based test and testing procedure for Certification measure identified competencies, knowledge and skills gained from past trainings. Testing shall be in e-learning format and paper formants.

C.6.4 The Contractor shall develop a complete standardized training curriculum with a testing component that supports competencies, knowledge and skills that shall prepare disaster mental health responders. Training curricula shall be adaptable to both in-person and e-learning formats.

C.6.5 The Contractor shall provide a standardized curriculum and guide that delineates the philosophy, goals, objectives, learning experiences, instructional resources and assessments for the delivery of Mental Health Responder Certification training to include:

- Examples of what is meant by each objective;
- Suggested instructional techniques, strategies, and related visual aids for teaching specific objectives;
- Suggested appropriate instructional materials that support instruction of specific objectives;
- Suggest interdisciplinary links, additional material, and references.

C.7 REPORTING REQUIREMENTS

C.7.1 The Contractor shall draft and finalize work plan for accomplishing all the tasks associated with requirements of this Section C.

C.8 DELIVERABLES

<u>CLIN</u>	<u>DELIVERABLES</u>	<u>QUANTITY</u>	<u>FORMAT</u>	<u>DUE DATE</u>
C.6	Work plan for completion of program tasks, meetings and deliverables	1 final	1 electronic MS WORD or Excel	Two weeks post award
C.6.1	Draft document for linking core competencies to Disaster Mental Health Responder Certification	1 draft	1 electronic MS WORD	TBD
C.6.2	Develop draft testing based on core competencies in Disaster Mental Health Responder Training	1 draft	1 electronic MS WORD	TBD
C.6.3	Pilot test drafted testing of core competencies on sampling of present disaster response team members, interpret and provide testing results	1 draft		TBD
C.6.4	Develop draft standardized curriculum and guide that delineates the philosophy, goals, objectives, learning experiences, instructional resources and assessments for the delivery of the Mental Health Responder Certification training to include: <ul style="list-style-type: none"> • Examples of what is meant by each objective • Suggested instructional techniques, strategies, and related visual aids for teaching specific objectives • Suggested appropriate instructional materials that support instruction of specific objectives • Suggested electronic links, additional material and references 	1 draft	1 paper and 1 electronic MS WORD	TBD

C.6.5	Two final (one-in-person and one e-learning format) of completed standardized training curriculum and knowledge based testing component based in adult learning principles and current disaster mental health best practices in adaptable formats	2 final	1 paper and 1 electronic MS WORD for each	TBD

C.9 STANDARD OF PERFORMANCE

C.9.1 The Contractor shall at all times, while acting in good faith and in the best interest of the DMH, use its best efforts and exercise all due care and sound business judgment in performing services under this Contract. The Contractor shall at all times comply with DMH operational policies, procedures and directives while performing the duties specified in this Contract and the Department of Mental Health Policies and Rules. Vendors must be in compliance with DMH Policies and Rules with References to DMH Web Site at:
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,dmhNav,%7C31262%7C.asp>

C.10 ADVERTISING AND PUBLICITY

C.10.1 Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this Contract, for publication, advertising or financial benefit.

C.11 CONFIDENTIALITY

C.11.1 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.10 of this Contract.

SECTION D

PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

D.1 PACKING AND MARKING

D.1.1 The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J1.

D.2 POSTAGE AND MAILING FEES

D.2.1 Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Contract.

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E: INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

E.1.1 Reference Standard Contract Provisions (SCP) Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.
<http://www.ocp.in.dc.gov/ocp/lib/ocp/policies> and form/Standard Contract Provisions 0307.pdf.

E.2 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

E.2.1 The Contractor shall be held to the full performance of the Contract. The district shall deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Contractor's invoice.

E.2.3 The District shall give the Contractor written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

E.2.4 Therefore, in the case of non-performed work, the District:

E.2.4.1 Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B or provided by other provisions of the Contract;

E.2.4.2 May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director/ /ACCO and at no additional cost to the District;

E.2.4.3 May, at its option, perform the services by District personnel or other means.

E.2.5 In case of unsatisfactory work, the District:

E.2.5.1 Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section H "Liquidated

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Damages” or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactory completes the work;

E.2.5.2 May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District.

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DELIVERIES OR PERFORMANCE
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SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE (POP)

F.1.1 The Period of Performance for this Contract shall be Date of Award through September 30, 2012.

F.2 OPTION PERIOD

F.2.1 N/A

SECTION G
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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.2 The District shall make payments to the Contractor, upon the submission of proper invoices at the prices stipulated in this Contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

G.1.3 The District shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

**Department of Mental Health
64 New York Ave., N.E., 4th Floor
Washington, DC 20002
Attn: Accounts Payable**

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

Contractor's name, federal tax ID, and invoice date (Contractors shall to date invoices as close to the date of mailing or transmittal.);

Contract number and invoice number;

Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.

Other supporting documentation or information, as required by the Contracting Officer;

Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

Name, title, phone number of person preparing the invoice;

Name, title, phone number and mailing address of person (if different from the person already identified in the above to be notified in the event of a defective invoice); and

Authorized signature

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENTS OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution

G.4.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated
_____,
make payment of this invoice to

(name and address of assignee).

G.5 AGENCY CHIEF CONTRACTING OFFICER (ACCO)

Contracts shall be entered into and signed on behalf of the District Government only by the Agency Chief Contracting Officer (ACCO). The address and telephone number of the ACCO is:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, 4th Floor
Washington, D.C. 20002
(202) 671-3188 – Office
E-Mail: Samuel.feinberg@dc.gov

G.6 AUTHORIZED CHANGES BY THE AGENCY CHIEF CONTRACTING OFFICER

- G.6.1** The Agency Chief Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Agency Chief Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1** The COTR is responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract. The COTR for this Contract is:

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Name: Kevin O'Brien, Ed.D
Title: Director, Disaster Mental Health
Services
Agency: Department of Mental Health
Address: 64 New York Avenue, N.E., 3rd Floor
Telephone: (202) 671-0347
Fax: (202) 671-2878

It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Contract.

Contractor shall be held fully responsible for any changes not authorized In advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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SPECIAL CONTRACT REQUIREMENTS
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this Contract or sub-Contracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 94-2103, Rev. 36, dated May 23, 2007, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

H.3.1 The Contractor shall at all times obtain the prior written approval from the Agency Chief Contracting Officer before, any of its officers, agents, employees or sub-Contractor either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- H.4.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code section 2-219.01 et seq. ("First Source Act").
- H.4.2** The Contractor shall enter into and maintain , during the term of the Contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this Contract shall be the Department of Employment Services ("DOES"); and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.4.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("Contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The Contract Compliance Report for the Contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of job opening listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.4.4 If the Contract amount is equal to or greater than \$100,000.00 the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.4.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Agency Chief Contracting Officer its compliance with the section H.4.4 of this clause, or
- (2) Submit a request to the Agency Chief Contracting Officer for a waiver of compliance with section H.4.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The Agency Chief Contracting Officer may waive the provisions of section H.4.4 if the Agency Chief Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed the Washington Standard Metropolitan Statistical Area which includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George, the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert, and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certified that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.

H.4.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the Agency Chief Contracting Officer shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the Agency Chief

Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Agency Chief Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the Agency Chief Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the Contract any decision of the Agency Chief Contracting Officer pursuant to this section H.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 **PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

H.6 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this Contract, the Contractor and any of its sub-Contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

H.7 **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

During the performance of the Contract, the Contractor and any of its sub-Contractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. section 794 et. seq.

H.8 CONTRACTOR RESPONSIBILITIES

Contractor is to perform under the required "Scope of Work" and in accordance with the terms and conditions of this solicitation.

H.9 LIQUIDATED DAMAGES

H.9.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall assess liquidated damages in an amount of \$700 per day against the Contractor until such time the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.9.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said Contract to a qualified and responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provision, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

H.10 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.10.1 Definitions

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
 - 1. A group of records maintained by or for DMH that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

- (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
- 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
 - (a) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - (b) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
 - (c) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
 - (d) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
 - (e) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
 - (f) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.10.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.10 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.10.

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- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.10.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.10 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of DMH or an Individual, and in the time and manner Prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director,

Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.10.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.10, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.10, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.10, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.10, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.10.4 *Obligations of DMH*

- (a) DMH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DMH in accordance with 45 CFR 164.520, to the extent that such limitation may affect the

Business Associate's use or disclosure of protected information.

- (b) DMH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

H.10.5 Permissible Requests by DMH

DMH shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by DMH.

H.10.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.10 by the Business Associate, DMH shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

- (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in Section H.10.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
- (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.10.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.10 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.10 from time to time as is necessary for DMH to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

- (c) Survival. The respective rights and obligations of the Business Associate under Section H.10.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.10 shall be resolved to permit DMH to comply with the Privacy Rule.

SECTION I

CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the Fiscal Year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, shall include Saturdays, Sundays, and Holidays, unless otherwise stated herein.

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

1.5.1 Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

I.5.2 If however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

I.5.3 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

I.6 RIGHTS IN DATA

I.6.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

I.6.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance

diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

Copy computer programs for safekeeping (archives) or backup purposes;
and,

Modify the computer software and all accompanying documentation and
manuals or instructional materials, or combine it with other software,
subject to the provision that the modified portions shall remain subject to
these restrictions.

I.6.7 The restricted rights set forth in section I.6.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract
No. _____
With _____ (Contractor's Name)
and

(ii) If the data is computer software, the related computer
software documentation includes a prominent statement of
the restrictions applicable to the computer software. The
Contractor may not place any legend on the computer
software indicating restrictions on the District's rights in such
software unless the restrictions are set forth in a license or
agreement made a part of the Contract prior to the delivery
date of the software. Failure of the Contractor to apply a
restricted rights legend to such computer software shall
relieve the District of liability with respect to such unmarked
software.

I.6.8 In addition to the rights granted in Section I.6.9 below, the Contractor
hereby grants to the District a nonexclusive, paid-up license throughout
the world, of the same scope as restricted rights set forth in Section I.6.9
below, under any copyright owned by the Contractor, in any work of
authorship prepared for or acquired by the District under this Contract.
Unless written approval of the Contracting Officer is obtained, the
Contractor shall not include in technical data or computer software
prepared for or acquired by the District under this Contract any works of
authorship in which copyright is not owned by the Contractor without
acquiring for the District any rights necessary to perfect a copyright license
of the scope specified in the first sentence of this paragraph.

- I.6.9** Whenever any data, including computer software, are to be obtained from a sub-Contractor under this Contract, the Contractor shall use Section I.6 in the sub-Contract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that sub-Contractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

I.8 SUBCONTRACTS

The Contractor hereunder shall not sub-Contract any of the Contractor's work or services to any sub-Contractor without the prior, written consent of the Contracting Officer. Any work or service so sub-Contracted shall be performed pursuant to a sub-Contract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such sub-Contract shall specify that the Contractor and the sub-Contractor shall be subject to every provision of this Contract. Notwithstanding any such sub-Contract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.9 CONTINUITY OF SERVICES

I.9.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

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

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

I.10 INSURANCE

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the Contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Contract period.

I.10.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.10.2Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

I.10.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this

Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.10.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.10.5 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

I.10.6 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the Agency Chief Contracting Officer within fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.11 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by equal employment requirements.

I.12 ORDER OF PRECEDENCE

1.12.1 Any conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following documents are incorporated into the Contract by reference and made a part of the Contract in the following order of precedence:

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1. Settlement Agreement (Dixon vs. Vincent C. Gray) Case 1:74 cv-00285 TFH Document 396-2.
2. Wage Determination No. 05-2103, Rev. 12, dated June 13, 2012, if applicable.
3. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007.
4. Contract Sections A through J.
5. Best and Final Offer dated (to be determined).
6. Request for Proposal submission dated (to be determined)
7. Request for Proposal RFP Number RM-13-RFP-052- BY4-VM.

I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

- 1.13.1** Any Contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Agency Chief Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, March 2007, available at www.ocp.dc.gov click on "Solicitation Attachments" for J.1-J.5.
- J.2** Tax Certification Affidavit
- J.3** EEO information and Mayor Orders 85-85
- J.4** First Source Agreement
- J.5** Bidder/Offeror Certification Form
- J.6** FEMA Region II Best Practices
- J.7** Training for Disaster Response Personnel

SECTION K

**REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS**

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SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with the request for proposals. (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K2.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State
of _____
 an individual,

a partnership
 a nonprofit organization, or
 a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

an individual
 a joint venture, or
 a corporation registered for business in

(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror _____ Date _____

—

Name _____

Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous Contract or subContract subject to the Mayor’s Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with Contracts or subContracts, which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END
PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this Contract.

_____ The following person(s) listed in Clause 17 may benefit from this Contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Offeror is considered to be a certification by the signatory that:
- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
 - 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Offeror must submit with its offer, Tax Certification Affidavit incorporated herein as Attachment J.2

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES
TO OFFERORS

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single Contract resulting from this solicitation to the responsive and responsible Offeror whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten with New Roman font and 12 point font size on 8.5" by 11" bond paper, each page numbered and technical proposal shall not to exceed 25 pages, additional pages only for cost proposal and supporting documentation. Telephonic and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked "Proposal in Response to Solicitation No. (insert solicitation number, title and name of Offeror)".

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that shall allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal shall contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.3 OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-Proposal conference shall be held at Department of Mental Health, 64 New York Avenue, N.E., Washington, D.C. 20002, 2nd Floor, Conference Room 218, on December 11, 2012 at 1:00 P.M.

Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Optional Pre-Proposal conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the RFP document as well as to clarify the contents of the RFP. Any major revision to the RFP as a result of the Pre-Proposal conference, or answers to deferred questions shall be made in the form of a written addendum to the original RFP.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Proposal conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Offerors who are listed on the official list as having received a copy of the solicitation.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.2 Proposal Submission

Proposal shall be submitted no later than 2:00 p.m. local time on December 28, 2012 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-13-RFP-052-BY0-VM.

**Department of Mental Health
Contracts and Procurement Administration, 4th Floor
64 New York Avenue, N.E.
Washington, DC 20002.
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Agency Chief Contracting Officer**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Director/ACCO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.4.3 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.4.4 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.4.5 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.4.6 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified on page one. The prospective Offeror shall submit questions no later than 5 calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than 5 calendar days before the date set for submission of proposal. The District shall furnish responses promptly to all other prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Director/ACCO, Department of Mental Health, 64 New York Avenue, N.E., 4th Floor, Washington, D.C. 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Director/ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's right to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to the restriction is contained in sheets (**inset page numbers or other identification of sheets**”).

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on the sheet is subject to the restriction on the title page of this proposal.”

L.8 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.9 PROPOSAL PROTESTS

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a Contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

L.10 SIGNING OF OFFERS

The Contractor shall sign the offer **in Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.11 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

L.12 RETENTION OF PROPOSALS

All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offerors.

L.13 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Offeror shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that shall be made public. The District's policy is to release documents relating to District proposals following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.15 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, N.E., 4th Floor
Washington, DC 20002
Telephone: 202-671-3171
E-Mail: samuel.feinberg@dc.gov

L.16 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District shall receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.17 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Director/ACCO determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Director/ACCO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.18 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

- L.18.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.18.2** A copy of each District of Columbia license, registration or certification which the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L.18.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.18.4** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.19 FAMILIARIZATION WITH CONDITIONS

- L.19.1** Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.20 GENERAL STANDARDS OF RESPONSIBILITY

- L.20.1** The prospective Contractor shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor shall submit the documentation listed below, within five (5) days of the request by the District.

- L.20.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.20.3 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.20.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.5 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.20.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.7 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.20.9 If the prospective Contractor fails to supply the information requested, the DIRECTOR/ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Agency Chief Contracting Officer shall determine the prospective Contractor to be non-responsible.

L.21 KEY PERSONNEL

The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who shall lead the day to day activities of the project and outline his/her relevant experience., (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

SECTION M
EVALUATION FACTORS FOR AWARD
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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract shall be awarded to the responsive and responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements, no deficiencies.

M.2.2 The technical rating is a weighting mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score shall be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of twenty (20) points, using the Technical Rating Scale above, if the District evaluates the Offeror's

response as "Good", then the score for that evaluation factor is 4/5 of 20 or 16.

If sub-factors are applied, the Offeror's total technical score shall be determined by adding the Offeror's score for each sub-factor. For example, if an evaluation factor has a point value range of twenty (20) points, with two sub-factors of ten (10) points each, using the Technical Rating Scale above, if the Districts evaluates the Offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that evaluation factor is 4/5 of 10 or 8 for the first sub-factor plus 1/5 of 10 or 2 for the second sub-factor, for a total of 10 for the entire factor.

M. 3 EVALUATION CRITERIA

Selection of Offerors for Contract awards shall be based on an evaluation of proposals against the following factors which shall be reviewed and scored according to the quality of the responses to required sections. Each proposal shall be scored on a 100-point scale.

M.3.1 TECHNICAL CRITERIA (90 Points Maximum)

- The Offeror demonstrates a well developed plan that details proposed development of complete and standardized curriculum, guide, and testing components that supports competencies, knowledge, and skills to prepare trainees for the delivery of disaster mental health when deployed in the District of Columbia. **(40 PTS.)**
- The Offeror demonstrates experience in either direct training or curriculum development in direct mental health service provision, disaster mental health or related fields. **(15 PTS.)**
- The Offeror demonstrates how core competencies in disaster mental health shall be linked to the complete and standardized curriculum, guide, and testing components. **(20 Points)**
- The Offeror demonstrates ability and knowledge in both e-learning and instructor lead models. **(15 Points)**

M.3.2 PRICE CRITERION (10 Points Maximum)

The price evaluation shall be objective. The Offeror with the lowest cost/price shall receive the maximum price points. All other proposals

shall receive a proportionately lower total score. The following formula shall be used to determine each Offeror's evaluated cost/price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

The District shall evaluate Offers for award purposes by evaluating the total price for all option years as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the options years. Quantities to be awarded shall be determined at the time each option is exercised.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code §2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

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

M.5.1.1 Any prime Contractor that is a Small Business Enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

- M.5.1.2** Any prime Contractor that is a Resident-Owned Business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime Contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.4** Any prime Contractor that is a Local Business Enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime Contractor that is a Local Business Enterprise with its principal offices located in an Enterprise Zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime Contractor that is a Disadvantaged Business Enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime Contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-points scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime Contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is

entitle under the Act is the equivalent to twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There shall be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certified a joint venture, the certified joint venture shall receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The Contracting Officer shall verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, D.C. 20001

M.5.4.3 All Offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Offeror.

- M.6.2** In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.