

1. ISSUED BY/ADDRESS OFFER TO: <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 64 New York Avenue NE, 2<sup>nd</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 79</b>	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: <b>RM-13-RFP-051-BY4-TH</b>	
		5. DATE OF AWARD: ____/____/____	
		6. OPENING/CLOSING TIME: <b>April 22, 2013/May 22, 2013 @ NOON (OPTIONAL) PRE-PROPOSAL CONFERENCE: May 8, 2013 @ 11:00 AM – NOON</b>	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED <input checked="" type="checkbox"/> NEGOTIATION (RFP)		8. DISCOUNT FOR PROMPT PAYMENT: N/A	
NOTE: IN SEALED QUOTATION SOLICITATION "OFFER AND CONTRACTOR" MEANS "QUOTATION AND QUOTATIONDER"			
10. FOR INFORMATION CONTACT	NAME: <b>Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E.MAIL ADDRESS: <b>Samuel.Feinberg@dc.gov</b>

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**OFFER (TO BE COMPLETED BY 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 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/RFP shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

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

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON DMH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

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**SUPPLIES OR SERVICES AND PRICE**  
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## SECTION B

### SUPPLIES OR SERVICES AND PRICE

#### **B.1 PURPOSE OF SOLICITATION**

The District of Columbia Department of Mental Health (DMH) is seeking a Software package which can assist its Information Technology Staff with proactive transaction monitors that can monitor a number of applications used by DMH Staff to deliver Mental Health Services to the residents of the District of Columbia.

#### **B.2 CONTRACT TYPE**

The District of Columbia is seeking to Award a Fixed Price Contract. This Contract shall be One Base Year Contract from the Date of Award through One (1) Year; with Four (4) One (1) Year Option Periods.

#### **B.3 ORDERING PROCEDURES**

Delivery or performance shall be made only as authorized by orders issued in accordance with ordering instructions from the District. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule C as agreed upon in the contract. There is no limit on the number of orders that may be issued; The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of performance of this Contract and not completed within that period of performance shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the some extent as if the order were completed during the Contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the Contract expiration date.

**SCHEDULE B – PRICING SCHEDULE**

**B.4.1 The Contractor shall bid on all or none of the following Contract Line Items.**

Contract Line Item Numbers (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price	
0001	Software, hardware, and other items necessary to provide the functionality stated in Sections C.3 and C.4. (Section C.5.1)	1	Each			
0002	level of training for up to three (3) IT Staff Members (Section C.5.2)	3	Each			
0003	Cost for annual maintenance and support. (Section C.5.3)	1	Each			
<b>Grand Total</b>						<b>\$</b>

(Base Year)

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHEDULE B – PRICING SCHEDULE**

**B.4.2 The Contractor shall bid on all or none of the following Contract Line Items.**

Contract Line Item Numbers (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price	
0001	Cost for annual maintenance and support. (Section C.5.3)	1	Each			

**(Option Year One)**

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHEDULE B – PRICING SCHEDULE**

**B.4.3 The Contractor shall bid on all or none of the following Contract Line Items.**

Contract Line Item Numbers (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price	
0001	Cost for annual maintenance and support. (Section C.5.3)	1	Each			

**(Option Year Two)**

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHEDULE B – PRICING SCHEDULE**

**B.4.4 The Contractor shall bid on all or none of the following Contract Line Items.**

Contract Line Item Numbers (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price	
0001	Cost for annual maintenance and support. (Section C.5.3)	1	Each			

**(Option Year Three)**

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHEDULE B – PRICING SCHEDULE**

**B.4.5 The Contractor shall bid on all or none of the following Contract Line Items.**

Contract Line Item Numbers (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price	
0001	Cost for annual maintenance and support. (Section C.5.3)	1	Each			

**(Option Year Four)**

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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## SECTION C

### DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

#### C.1 SCOPE

The District of Columbia government, Department of Mental Health, Saint Elizabeths Hospital, is in need of a qualified Vendor to provide a Software Package to assist Information Technology (IT) Staff with transactions monitors that can monitor a number of applications utilized by DMH Staff to deliver Mental Health Services to the Residents of the District of Columbia.

#### C.2 BACKGROUND

The Department of Mental Health (DMH) is an agency of the District of Columbia that's responsible for the delivery of Mental Health Care and Service within the District.

Saint Elizabeths Hospital (the Hospital) is the District's 292 bed Psychiatric Hospital that provides Long Term, Inpatient, Residential Psychiatric/Behavioral Services to the more severely impaired population in the District and those committed as a result of criminal charges. It is the oldest mental health care hospital in the nation. The Hospital is located in a new 450,000 square foot facility and it comprises of several disciplines, clinics and state-of-the-art features, including a building management automation system, key management system, state of the art sprinkler/fire suppression system and a physical security system with video, audio monitoring and access control system.

The Department of Mental Health has organized itself around three core lines of business/entities:

ITEM NO.	
1.	<b>The Authority</b> , the governing body of DMH charged with the overall management of the two other entities as well as authorizing care and approving the payment of the services rendered by the two entities.
2.	<b>St. Elizabeths Hospital (SEH)</b> , The oldest Mental Health Care Hospital that provides long term, inpatient residential services to the ore severely impaired population.
3.	<b>The MHSD</b> , Mental Health Services Division, groups of Doctors that provide Mental Health Services at the Community Level, typically from a clinic setting that is located within a neighborhood setting.

### **C.3 GENERAL REQUIREMENTS**

The Department of Mental Health, Saint Elizabeths Hospital seeks a qualified Vendor to provide a Software Package that monitors transactions response times, perform monitoring task from multiple locations, generate email alerts, provide auto-refresh dynamic dashboard and generate on-demand reports. The DMH Monitoring infrastructure currently utilizes a combination of Hewlett Packard's SiteScope (currently managed and maintained by the Office of The Chief Technology Officer) and Microsoft's System Center Operations Manager. While both systems are very robust and provide the ability to monitor applications on the server's performance or server label data (CPU usage, Disk Space, active services, etc.) neither provided DMH with the ability to monitor our applications from the user's point of view in a systematic and recordable way.

The successfully identified product shall be able to:

- C.3.1** Monitor transaction response times of all critical applications from the user perspective, including but not limited to the agencies applications, Ecura, Avatar, and Citrix (all windows based applications);
- C.3.2** Perform monitoring task from multiple locations and report the results back to a central server, to mirror the user's experience from the various business entities;
- C.3.3** Generate Email Alerts for any application that fails to meet established service level agreements (SLA);
- C.3.4** Provide auto-refreshed dynamic dashboard capable of consolidating the transaction responses from each monitoring platform;
- C.3.5** Generate on-demand reports for application owners to help determine an application's history in meeting its SLA;
- C.3.6** Integrate into existing monitoring software for further analysis;

#### **C.4 FUNCTIONAL REQUIREMENTS (TURNKEY SOLUTION)**

- C.4.1 Compatibility** – The solution must be compatible (system agnostic) with all versions of Microsoft Windows, Microsoft SQL and our core application, Avatar, Ecura, etc;
- C.4.2 Lightweight** – The application should utilize a very small amount of system resources on the monitoring devices, to more accurately emulate the user’s experience;
- C.4.3 Ease of Use** – The solution should utilize either a menu driven solution, common scripting language (Java, XML, Visual Basic, C++) or macro driven solution to develop new monitors.
- C.4.4 Accurate** – The application should be able to measure the time it takes to complete a task from the user’s perspective in milliseconds;
- C.4.5 Proactive** – The solution should be able to alert, key members of the DMH Staff when key SLA’s are not achieved and/or monitors are not 100% successful via email or text messages.
- C.4.6 Reporting** – The application should have built in dashboards and have the ability to generate drill down reports on demand regarding minimum, maximum and average response times or the various applications.

#### **C.5 VENDOR DELIVERABLES**

- C.5.1** The Contractor shall provide quote for software, hardware, and other items necessary to provide the functionality stated in Sections C.3 and C.4. (Specific Specifications for any hardware, software version shall be included.)
- C.5.2** The Contractor shall suggest level of training for up to three (3) IT Staff Members.
- C.5.3** The Contractor shall provide cost for annual maintenance and support.

#### **C.6 STANDARDS OF PERFORMANCE**

- C.6.1** Contractor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this Solicitation. Contractor shall at all

times, comply with DMH operational policies, procedures and directives while performing the duties specified in this Solicitation.

**C.7 CONFIDENTIALITY**

The selected Vendor shall maintain the confidentiality and privacy of all identifying information concerning Saint Elizabeths Hospital patients 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). The selected Vendor shall maintain the confidentiality and privacy of all personnel records and information learned in the course of the Contract and shall be sensitive to individual rights and personal privacy; the Vendor shall not disclose information from any personnel record unless disclosure is part of their official duties or required by regulation or statute pursuant to DCMR 6-3106.

**C.8 ADVERTISING AND PUBLICITY**

C.8.1 Unless granted prior, express, written authority by the Director, Contracts and Procurement/ Agency Chief Contracting Officer, Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers 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 Solicitation, for publication, advertising or financial benefit.

**C.9 RIGHTS IN DATA**

C.9.1 Any data first produced in the performance of this Solicitation shall be the sole property of the DMH. Contractor hereby acknowledges that all data, including, without limitation, produced by Contractor for DMH under this Solicitation are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.

C.9.2 Contractor agrees to give DMH 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. Contractor agrees not to assert any rights in common law or in equity in such data.

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 DMH at such time as to review the intent to release such data to the public. DMH shall not unreasonably withhold consent to Contractor's request to publish or reproduce data in professional and scientific publications.

C.9.3 "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.

C.9.4 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.

C.9.5 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, 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.

C.9.6 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.

C.9.7 All data first produced in the performance of this Solicitation shall be the sole property of the District. Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Solicitation, 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 copyright in such works, whether published or unpublished.

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. Contractor agrees not to assert any rights in common law or in equity in such data. 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. The District shall not unreasonably withhold consent to Contractor's request to publish or reproduce data in professional and scientific publications.

C.9.8 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 Solicitation, 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:

C.9.9 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;

C.9.10 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;

C.9.11 Copy computer programs for safekeeping (archives) or backup purposes; and

C.9.12 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.

C.9.13 The restricted rights set forth in section C.9.1 are of no effect unless:

C.9.14 The data is marked by 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

C.9.15 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. 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 Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

C.9.16 In addition to the rights granted in Section C.9.1 below, 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 C.9.1 below, under any copyright owned by Contractor, in any work of authorship prepared for or acquired by the District under this Solicitation. Unless written approval of the Contracting Officer is obtained, Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Solicitation any works of authorship in which copyright is not owned by Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.

C.9.17 Whenever any data, including computer software, are to be obtained from a subContractor under this Solicitation, Contractor shall use Section I.2 in the subContract, without alteration and no other clause shall be used to enlarge or



diminish the District's or Contractor's rights in that subContractor data or computer software which is required for the District.

C.9.18 For all computer software furnished to the District with the rights specified in Section C.9.1, Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section C.9.1. For all computer software furnished to the District with the restricted rights specified in Section C.9.1, the District, if Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Solicitation or any paid-up maintenance agreement, or if Contractor must 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 Solicitation and a single copy of the documentation associated therewith, upon payment to the person in control of the sources codes the reasonable cost of making each copy.

C.9.19 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 for the following:

C.9.20 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 Solicitation, or

C.9.21 Based upon any data furnished under this Solicitation, or based upon libelous or other unlawful matter contained in such data.

C.9.22 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.

C.9.23 Sections C.10. In this clause are not applicable to material furnished to Contractor by the District and incorporated in the work furnished under Contract, provided that Contractor identifies such incorporated material at the time of delivery of such work.

**\*\*\* END OF SECTION C \*\*\***

**SECTION D**  
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## SECTION D: PACKAGING AND MARKING

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[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, "right click on mouse," select "open hyperlink and select "OK.").
- D.2 Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

**\*\*\* END OF SECTION D \*\*\***

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**INSPECTION AND ACCEPTANCE**  
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## SECTION E

### INSPECTION AND ACCEPTANCE

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[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)

(To open, "right click on mouse," select "open hyperlink and select "OK.")

\*\*\* END OF SECTION E \*\*\*

**SECTION F**  
**DELIVERY and PERFORMANCE**

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## SECTION F

### DELIVERY AND PERFORMANCE

#### **F.1 PERIOD OF PERFORMANCE (POP)**

Performance under this Solicitation shall be in accordance with the terms and conditions set forth herein and by any modification made thereto. The Period of Performance under this Solicitation shall be One Base Year Contract from the Date of Award through One (1) Year; with Four (4) One (1) Year Option Periods.

#### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (4) One-Year Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

#### **F.3 DELIVERY OF DELIVERABLES**

Contractor shall provide the following Deliverables to the COTR for this procurement as outlined in Section G.5.

**F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

In the event Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this Solicitation, or in meeting any other requirements set forth in this Solicitation, Contractor shall immediately notify the Director, Contracts and Procurement/ Agency Chief Contracting Officer in writing giving full detail as to the rationale for the late delivery and why Contractor must be granted an extension of time, if any. Receipt of Contractor's notification shall in no way be construed as an acceptance or waiver by the DMH.

**F.5 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

- F.5.1** Software, hardware, and other items necessary to provide the functionality stated in Sections C.3 and C.4. (Specific Specifications for any hardware, software version shall be included.)
- F.5.2** Training for up to three (3) IT Staff Members.
- F.5.3** Annual maintenance and support.

**\*\*\* END OF SECTION F \*\*\***



**SECTION G**  
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## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G.1 CONTRACT ADMINISTRATION

Correspondence or inquiries related to this Solicitation or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB

Director, Contracts and Procurement

Agency Chief Contracting Officer

Department of Mental Health

64 New York Avenue NE, 2<sup>nd</sup> Floor (West Side)

Washington, DC 20002

(202) 671-3188 - Office

Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

#### G.2 TYPE OF CONTRACT

This shall be a Fixed Price Contract. Contractor shall be remunerated at a fixed price unit rate indicated in Section B for service performed. In the event of termination under this Solicitation, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed.

This Solicitation shall be a “non-personal services Contract”. It is therefore, understood and agreed that Contractor and/or Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Solicitation; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative

as the Contracting Officer's Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives. By accepting this order or Contract Contractor agrees, that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

**G.3 MODIFICATIONS**

Any changes, additions or deletions to this Solicitation shall be made in writing by a formal Modification to this Solicitation and shall be signed by the Director, Contracts and Procurement/ Agency Chief Contracting Officer only.

**G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

DMH's obligation for performance of this Solicitation beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this Solicitation beyond September 30, 2013, until funds are made available to the Director, Contracts and Procurement/ Agency Chief Contracting Officer for performance and until Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

**G.5 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

A COTR is a designated Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement/ Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH.

G.5.1 Contracting Officer Technical Representative, (COTR) shall monitor the performance and provide technical guidance to the Contracting Officer.

#### G.5.2 COTR CONTACT INFORMATION

Travis Woodruff shall serve as the Contracting Officer's Technical Representative (COTR) for this project:

Travis Woodruff  
Director, Information Technology Systems  
Department of Mental Health  
64 New York Avenue NE, 2<sup>nd</sup> Floor (West Side)  
Washington, DC 20002  
Email: [travis.woodruff@dc.gov](mailto:travis.woodruff@dc.gov)  
Phone: (202) 671-3191  
Fax: (202) 673-1933

G.5.2 COTR shall provide oversight and all relevant necessary information concerning the Office positions, policies and procedures, along with being in full compliance with the COTR Appointment Memorandum issued by the Director, Contracts and Procurement/Agency Chief Contracting Officer.

G.5.3 COTR shall provide the final review of all work products.

#### G.6 SUBMISSION OF INVOICE

Contractor shall submit an original copy of the invoice to the Accounts Payable Office and three copies of the invoice on a monthly basis to the Accounts Payable Office Representative (COTR) (See Section G.7). The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within forty-five (45) days after the Accounts Payable Office receives a proper invoice from the Contractor and certified invoice by the COTR, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

**G.7 CERTIFICATION OF INVOICE**

G.7.1 Contractor shall submit one (1) original invoice including three (3) copies for payment to:

Catrina Alston  
Accounts Payable Supervisor  
64 New York Avenue NE, 6<sup>th</sup> Floor  
Washington DC 20002  
Email: [catrina.alston@dc.gov](mailto:catrina.alston@dc.gov)  
Direct: 202-671-4270 Fax: 202-671-4201

**G.8 PAYMENT**

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS System. DMH shall only pay Contractor for performing the services under this Solicitation at the prices stated in Section B.

**G.9 RESPONSIBILITY FOR AGENCY PROPERTY**

Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Solicitation, or while in Contractor's custody for storage or repair, resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or SubContractors. Contractor shall do nothing to prejudice the DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

**\*\*\* END OF SECTION G \*\*\***

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 LIQUIDATED DAMAGES

H.1.1 When Contractor fails to perform the tasks required under this Contract, DMH shall notify Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/ Agency Chief Contracting officer shall be in an amount of One Thousand Five Hundred Dollars and zero cents (**\$250. 00**) per day against Contractor until such time that the Contracts has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.1.2 When Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, 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.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE

##### H.2.1 Definitions

- (a) "Business Associate" shall mean 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.
- (e) 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).
  - (f) 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.
  - (g) "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.
  - (h) "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.
  - (i) "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 .
  - (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

#### H.2.2 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.2 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.2.
- (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.2.



- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 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.2.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, 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 Solicitation, 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.2, 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.2, 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 shall 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.2, 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.2.4 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.2.5 Permissible Requests by DMH

- (a) 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.2.6 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.2 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.2.6(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.2.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 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.2 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.2.6 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 March 2007, shall survive termination of the Contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit DMH to comply with the Privacy Rule.

### H.3 COST OF OPERATION

All costs of operation under this Solicitation shall be borne by Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

### H.4 CONTRACTOR LICENSE/CLEARANCES

- H.4.1 Contractor shall maintain documentation that he/she possesses adequate training, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses or certification as appropriate.

## **H.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.5.1 For all new employment resulting from this contract or subcontracts 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.5.1.1 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.5.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("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.6 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 13, dated 06/13/2011, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

## **H.7 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subContractors, 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.8 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the Agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who shall provide the request to the FOIA Officer for the Agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the Agency with programmatic responsibility receives a request for a record maintained by the

Contractor pursuant to the contract, the CA shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the Agency with programmatic responsibility shall determine the releasability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.9.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.9.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.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 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.9.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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 openings 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.9.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.9.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 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.5.6.

H.9.6 The CO may waive the provisions of section H.5.4 if the CO 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 inside 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 Shalliam, 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 certifies 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.9.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the

determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

H.9.8 Breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO 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 this contract any decision of the CO pursuant to this section H.5.8.

H.9.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.10 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subContractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.11 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subContractors 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. §12101 *et seq.*



## **H.12 WAY TO WORK AMENDMENT ACT OF 2006**

- H.12.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.12.2 The Contractor shall pay its employees and subContractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.12.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subContractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.12.4 The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.12.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subContractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subContractor to post the Notice in a conspicuous place in its place of business.
- H.12.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.12.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.12.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid Provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care Agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.12.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.13 SUBCONTRACTING REQUIREMENTS**

### **H.13.1 Mandatory Subcontracting Requirements**

- H.13.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.13.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.13.1.3 A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.13.2 Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan shall only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.13.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.13.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.13.2.3 The names and addresses of all Proposed subContractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

- H.13.2.4 The name of the individual employed by the prime Contractor who shall administer the subcontracting plan and a description of the duties of the individual;
- H.13.2.5 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.13.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the contracting officer, that the subContractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.13.2.7 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the contracting officer and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.13.2.8 A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the prime Contractor shall make such records available for review upon the District's request; and
- H.13.2.9 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

**H.13.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.13.3.1 The dollar amount of the contract or procurement;
- H.13.3.2 A brief description of the goods procured or the services contracted for;
- H.13.3.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.13.3.4 Whether the subContractors to the contract are currently certified business enterprises;
- H.13.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.13.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.13.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.14 SubContractor Standards**

H.14.1 A prime Contractor shall ensure that subContractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.15 Enforcement and Penalties for Breach of Subcontracting Plan**

H.15.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.15.2 There shall be a rebuttable presumption that a Contractor shallfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.15.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**\*\* END OF SECTION H \*\*\***

**SECTION I**  
**LIST OF DOCUMENTS, EXHIBITS and OTHER ATTACHMENTS**

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**SECTION I**  
**CONTRACT CLAUSES**

**I.1 GOVERNING LAW**

This Solicitation shall be governed by and construed in accordance with the laws applicable in the District of Columbia.

**I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J.3), are incorporated by reference into this Solicitation. The Standard Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov/ocp/site/default.asp>; click on the "OCP Policies" link and then the link to "[Standard Contract Provisions-Supply and Services Contracts.](#)"

**I.3 RESERVED**

**I.4 TIME**

Time, if stated in a number of days, includes all calendar days unless otherwise stated. Business days shall mean all days excluding Saturdays, Sundays, Holidays and other days in which District government is closed.

**I.5 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES**

**I.5.1 Contractors must be in compliance with Department of Mental Health (DMH) Policies and Rules with can be found on the DMH Website by using the link below.**

<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

**I.6 SUSPENSION OF WORK**

I.6.1 the Director, Contracts and Procurement/ Agency Chief Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Director, Contracts and Procurement/ Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/ Agency Chief Contracting Officer in the administration of this Solicitation, or by the Director, Contracts and Procurement/ Agency Chief Contracting Officer's failure to act within the time specified in this Solicitation (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance

of this Solicitation (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly.

I.6.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Solicitation.

I.6.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before Contractor shall have notified the Director, Contracts and Procurement/ Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

**I.7 STOP WORK ORDER**

I.7.1 The Director, Contracts and Procurement/ Agency Chief Contracting Officer may, at any time, by written order to Contractor, require Contractor to stop all, or any part, of the work called for by this Solicitation for a period of ninety (90) days after the order is delivered to Contractor and for any further period to which the parties may agree.

I.7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J.1).

I.7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, Contractor shall resume work. The Director, Contracts and Procurement/ Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both and the Contract shall be modified, in writing, accordingly.

I.7.4 If the stop-work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this Solicitation; and Contractor asserts its right to the adjustment within thirty (30) days after the end of the



period of work stoppage; provided, that, if the Director, Contracts and Procurement/ Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/ Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Solicitation.

I.7.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I.7.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.8 **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 Section J.3. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

I.9 **RESERVED**

I.10 **ANTI-KICKBACK PROCEDURES**

I.10.1 Definitions:

I.10.1.1 "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, SubContractor, or SubContractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor in connection with a Subcontract relating to a prime Contract.

I.10.1.2 "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.10.1.3 "Prime Contract," as used in this clause, means a Contract or Contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

- I.10.1.4 "Prime Contractor" as used in this clause, means a person who has entered into a prime Contract with the District.
- I.10.1.5 "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- I.10.1.6 "Subcontract," as used in this clause, means a Contract or Contractual action entered into by a prime Contractor or SubContractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime Contract.
- I.10.1.7 "SubContractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contractor a Subcontract entered into in connection with such prime Contract and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier SubContractor.
- I.10.1.8 "SubContractor employee," as used in this clause, means any officer, partner, employee, or agent of a SubContractor.
- I.10.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51.58 (the Act), prohibits any person from:
  - I.10.2.1 Providing or attempting to provide or offering to provide any kickback;
  - I.10.2.2 Soliciting, accepting, or attempting to accept any kickback; or
  - I.10.2.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a SubContractor to a prime Contractor or higher tier SubContractor.
- I.10.3 Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.10.2 of this clause in its own operations and direct business relationships.
- I.10.4 When Contractor has reasonable grounds to believe that a violation described in paragraph I.10.2 of this clause may have occurred, Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/ Agency Chief Contracting Officer.
- I.10.5 The Director, Contracts and Procurement/ Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the Prime Contractor withhold from sums owed a SubContractor under the prime Contract the amount of the kickback. The Director, Contracts and Procurement/ Agency Chief Contracting Officer may order that

monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause.

In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

**I.11      INSURANCE**

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

I.11.2      **Property Damage:** Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

I.11.3      **Workers' Compensation:** 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 Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.11.4      **Employer's Liability:** Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.11.5      **Automobile Liability:** 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.11.6      All insurance provided by 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 District's 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.11.7 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.11to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue NE, 4th Floor (West Side)  
Washington, DC 20002  
(202) 671-3188 – Office  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

### **I.12 ORDER OF PRECEDENCE**

A conflict in language 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 sets forth in descending order of precedence documents that are hereby incorporated into this Contract by reference and made a part of the Contract:

- I.12.1 Consent Order dated December 12, 2003 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Consent Order) (if appropriate).
- I.12.2 Wage Determination No. 05-2103, Rev. 13, dated June 13, 2011
- I.12.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007.
- I.12.4 Sections A through M, including Appendix (A through M) and the Interface Architecture: The Government of the District of Columbia SRP of this Contract Number **RM-13-RFP-051-BY4-TH**
- I.12.5 Best and Final Offer (BAFO) dated (TBD)
- I.12.6 Request for Proposal (RFP) submission date:
- I.12.7 Solicitation/Request for Proposal (RFP) Number **RM-13-RFP-051-BY4-TH** as amended, if appropriate.

- I.12.8 Tax Certification Affidavit (J.2)
- I.12.9 EEO Statement and DOES (J.3)
- I.12.10 First Source (J.4)
- I.12.11 Wage Determination (J.5)
- I.12.12 Sections A through M, including Appendix (A through M) and the Interface Architecture: The Government of the District of Columbia SRP of this Contract Number **RM-13-RFP-051-BY4-TH**
- I.12.13 DMH Policies and Rules
- I.12.14 Proposal/Contractor Certifications

**\*\*\* END OF SECTION I \*\*\***

## SECTION J

### LIST OF DOCUMENTS, EXHIBITS and OTHER ATTACHMENTS

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CLAUSE No.

CLAUSE TITLE

---

#### WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:

**\*\*Hold Ctrl + Click link to open attachments**

- J.1      **STANDARD CONTRACT PROVISIONS (MARCH 2007) (27 pages)**  
[http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard\\_contract\\_provisions\\_0307.pdf&open=|34644|](http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_contract_provisions_0307.pdf&open=|34644|)  
**STANDARD CONTRACT PROVISIONS (July 2010) (38 pages) Online Solicitation and Purchase Order Only**  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_July\\_2010.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_July_2010.pdf)
- J.2      **WAGE DETERMINATION (REVISION 13, JUNE 13, 2011)**  
<http://www.wdol.gov/wdol/scafiles/archive/sca/05-2103.r9>
- J.3      Consent Order date December 12, 2003 in Dixon, et al. v Gray, et al., CA 74-285 (TFH) (Dixon Consent Order). (18 pages)  
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,639222,dmhNav,\31262\.asp>
- J.4      **EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85**  
[http://ocp.dc.gov//DC/OCP/Contractor\\_Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85](http://ocp.dc.gov//DC/OCP/Contractor_Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85)
- J.5      **FIRST SOURCE EMPLOYMENT AGREEMENT**  
<http://ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/First+Source+Employment+Agreement>

J.6 BUDGET PACKAGE

J.7 TAX CERTIFICATION AFFIDAVIT

<http://www.ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>

J.8 LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006

<http://ocp.dc.gov/DC/OCP/Publication%20files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>

J.9 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES

<http://www.dmh.dc.gov/dm8h/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

J.10 Solicitation/Request for Proposal Number: **RM-13-RFP-051-BY4-TH.**

J.11 Proposal/Contractor Certifications available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments"

Contractor shall perform all services in accordance with the Standard

Contract Provisions for use with District of Columbia Government Supplies and

Services Contracts, dated March 2007/July 2010 and incorporated herein by reference.

**\*\*\* END OF SECTION J \*\*\***

**SECTION K**

**PROPOSAL CERTIFICATIONS**

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**SECTION K**

**PROPOSAL/CONTRACTOR CERTIFICATIONS**

**K.1 REFERENCES PROPOSAL/CONTRACTOR CERTIFICATION**

<http://ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/Solicitation+Attachments>

(To open, “right click on mouse,” select “open hyperlink and select “OK.”).

K.1.2 Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

**K.2 ACKNOWLEDGMENT OF AMENDMENTS**

Contractor acknowledges receipt of Amendment to the Solicitation and related documents numbered and dated as follows:

<b>Amendment No.</b>	<b>Date</b>	<b>Name of Authorized Representative</b>	<b>Title of Authorized Representative</b>	<b>Signature of Authorized Representative</b>

**\*\*\*\*END OF SECTION K\*\*\*\***

**SECTION L**  
**INSTRUCTIONS CONDITIONS AND NOTICES TO CONTRACTORS**

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## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

#### L.1 CONTRACT AWARD

##### L.1.1 Most Advantageous to the District

The District intends to award a Contract resulting from this solicitation to the responsible Prospective Contractor 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 must contain the Prospective Contractor's best terms from a standpoint of cost or price, technical and other factors.

#### L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Contractor, Stapled or bond technical proposal shall be submitted with a minimum of five (5) pages and not to exceed the maximum of ten (10) pages, additional pages only for cost proposal and supporting documentation. Proposals shall be typewritten in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper.

**Telephonic and telegraphic proposals or electronic email shall "NOT" be accepted.**

Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. (RM-13-RFP-051-BY4--TH, Title and name of Prospective Contractor)".

Prospective Contractors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Prospective Contractor shall respond to each factor in a way that shall allow the District to evaluate the Prospective Contractor's response. The Prospective Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery.

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 the statement of work:

1. Technical Understanding of the requirement and approach
2. Management Plan
3. Quality Improvement Plan
4. Personnel
5. Past Performance

Questions may be submitted in advance of the Pre-Proposal's conference (Optional) via e-mail to Samuel.feinberg@dc.gov or Fax (202) 671-3395. Agencies and/or organizations planning to attend the Pre-Proposal's conference (Optional) are asked to please limit your organization representation to two (2) persons maximum. Pre-Proposal's Conference Attendance is "Optional".

**L.3 PROPOSAL SUBMISSION DATE AND TIME and LATE SUBMISSIONS, LATE MODIFICATIONS and LATE WITHDRAWALS**

**L.3.1 Proposal Submission**

Proposals shall be submitted no later than Noon (Eastern Time) on Wednesday May 22, 2013. 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) calendar day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

### L.3.2 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 Prospective Contractor can furnish evidence from the postal authorities of timely mailing.

### L.3.3 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.3.4 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.4 **HAND DELIVERY OR MAILING OF PROPOSALS**

### DELIVER OR MAIL TO:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracting and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Administration  
64 New York Avenue NE, 2nd Floor (West Side)  
Washington, D. C. 20002  
(202) 671 -3171 - Front Desk

## L.5 QUESTIONS ON SOLICITATION

If a Prospective Contractor has any questions relative to this solicitation, the Prospective Contractor shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit questions no later than May 10, 2013. The District shall not consider any questions received after **May 10, 2013**. The District shall furnish responses promptly to all other Prospective Contractors. 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 Contractors. Oral explanations or instructions given before the award of the Contract shall not be binding.

All correspondence or inquiries related to this Solicitation or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue NE, 2<sup>nd</sup> Floor (West Side)  
Washington, DC 20002  
Office - (202) 671-3188 - Fax (202) 671-3395  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

## L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer must not return this solicitation. Instead, they must advise the **Director, Contracting and Procurement/ Agency Chief Contracting Officer, Samuel J. Feinberg, CPPO, CPPB, 64 New York Avenue NE, 2<sup>nd</sup> Floor (West Side), Washington, DC, 20002, 202-671-3188**, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Department of Mental Health 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, Department of Mental Health that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## L.7 PROPOSAL PROTESTS

Any actual or Prospective Contractor, or Contractor 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 must 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**, 441 4<sup>th</sup> Street, NW, Suite 350 North, Washington DC 20001. The aggrieved person shall also mail a copy of the protest to the ACCO for the solicitation.

## L.8 SIGNING OF CONTRACTORS

The Prospective Contractor shall sign the Offer in **"BLUE INK"** and print or type the Contractor's authorized name and title in Section A, Section B and Section K of the **Solicitation, Offer and Award** form of this Request for Proposal (RFP). Erasures and/or other changes (e.g., **white out, white tape, marks, signature stamps or signature in any other color ink except Blue Ink**) to the Request for Proposal are **"Not Acceptable"**. Contractor shall include additional information on the Price and Technical Proposal justification document. Contractor's signature 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.9 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 Prospective Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor desired

## L.10 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 Prospective Contractors.

**L.11 PROPOSAL COSTS**

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

**L.12 ACKNOWLEDGMENT OF AMENDMENTS**

The Prospective Contractor 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. Prospective Contractors' failure to acknowledge an amendment may result in rejection of the offer.

**L.13 ACCEPTANCE PERIOD**

The Prospective Contractor agrees that its offer remains valid for a period of 90 days from the solicitation's closing date.

**L.14 BEST AND FINAL OFFERS (BAFO)**

If, subsequent to receiving original proposals, negotiations are conducted, all Prospective Contractors 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 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 ACCO shall issue an additional request for Best and Final Offers to all Prospective Contractors still within the competitive range.

**L.15 LEGAL STATUS OF CONTRACTOR**

Each proposal shall provide the following information:

L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Contractor;

L.15.2 District of Columbia, if required by law to obtain such license, registration or certification. If the Prospective Contractor 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.15.3 If the Prospective Contractor is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements.
- L.15.4 The District reserves the right to request additional information regarding the Prospective Contractor's organizational status.

**L.16 STANDARDS OF RESPONSIBILITY**

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.16.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.16.2 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.16.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.16.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7 If the Prospective Contractor fails to supply the information requested, the 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 ACCO shall determine the Prospective Contractor to be non-responsible.

**L.17. OPTIONAL PRE-PROPOSAL CONFERENCE**

- L.17.1 Optional Pre-Proposal Conference shall be held on **Wednesday, May 8, 2013 @11:00 AM - Noon** in Conference Room A 64 New York Avenue, NE (West Side Entrance) Washington, DC 20002 Present at the conference shall be representatives from the DMH's, Contracts and Procurement Services and the Office of Information Technology. The purpose shall be to discuss and clarify points of issue involving this Solicitation.
- L.17.2 Questions may be submitted in advance of the Pre-Proposal conference (Optional) via e-mail to Samuel.feinberg@dc.gov or Fax (202) 671-3395. Agencies and/or organizations planning to attend the Pre -Proposal conference (Optional) are asked to please limit your organization representation to two (2) persons maximum. Pre-Proposal Conference Attendance is "Optional".

**L.18 RESTRICTION ON DISCLOSURE AND USE OF DATA**

- L.18.1 Contractors 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 Contractor 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 rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

- L.18.2 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."**

**\*\*\*END OF SECTION L\*\*\***

## SECTION M

### EVALUATION FACTORS

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**PART IV: REPRESENTATIONS AND INSTRUCTIONS**

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION FOR AWARD**

The Contract(s) shall be awarded to the responsible Offeror(s) whose offer(s) is most advantageous to the District, based upon the Evaluation Criteria specified below. 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**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
5	Excellent	Exceeds most, if not all requirements, no deficiencies.
4	Good	Meets requirements; no deficiencies.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
2	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.

For, example, if a sub-factor has a point evaluation of 0 to 6 points and (using the Technical Rating Scale), the District evaluates as "Good," the part of the proposal applicable to the sub-factor, the score for the sub-factor is 4.8(4/5 of 6). The sub-factor scores shall be added together to determine the score for the factor level.

### M. 3 EVALUATION CRITERIA

The Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this particular solicitation. The criteria serve as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation.

The Offeror's Technical Proposal and Price Proposal shall be evaluated separately.

## **M.4 TECHNICAL EVALUATION FACTORS**

### **M.4.1 Evaluation Factor: Technical Understanding and Methodology (55 Points)**

The information contained in this section shall facilitate the evaluation of the Offeror's technical understanding of the requirements set forth, the District's objectives and the Offeror's approach to fulfilling the tasks described in this Solicitation.

**M.4.1.1** The Offeror must demonstrate capability to provide the required functionality stated in Section C of this Solicitation.

### **M.4.2 Evaluation Factor: Experience and Availability of Qualified Expert Staff (20 Points)**

The information contained in this section shall facilitate the evaluation of the Offeror's technical expertise and capacity to perform the Specific Requirements of this Solicitation. The information contained in this section shall facilitate the evaluation of the relevance of the Offeror's past performances to the tasks described in this solicitation. The Offeror's descriptions shall include examples of both favorable and unfavorable experiences and situations similar to the requirements of this Solicitation and how these experiences shall influence the Offeror's delivery of the required services of this Solicitation.

This factor encompasses all components of the Offeror's staff and staff related activities, including the Offeror's organizational structure, and the qualifications and expertise of the Offeror's proposed staff.

#### **The Offeror shall:**

- a. Identify, by position and name (if possible to provide name), those staff the Offeror considers key to the project's success.
- b. Include resumes of all key staff.
- c. Describe overall capability to ensure all deliverables are met.

**M.4.3 Evaluation Factor: Past Performance/References (5 Points)**

The Contractor shall demonstrate satisfactory past performance of work and history of positive relationship with District and/or other hospital entities. The Contractor shall provide a minimum of three sealed references.

Each reference shall include the following information:

- a. Name of the Client and dates of performance
- b. Services provided
- c. Location of the Service
- d. Clients' name address and telephone number for contact Client

**M.5 PRICE/COST CRITERIA (20 Points)**

**M.5.1** The consultants should be able to break down the price proposal with information regarding who shall be producing the work and how many hours at what rate they shall need to complete the tasks.

The Price evaluation shall be objective. The Provider 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 Provider's evaluated cost/price score:

$$\frac{\text{Lowest cost/price proposal}}{\text{Price of proposal being evaluated}} \times 10 = \text{evaluated cost/price score}$$

Price of proposal being evaluated

**M.5.2** Please note that if the Contract amount exceeds \$250,000.00 there is a requirement for 35% subcontracting to a CBE. Depending on the availability, or lack thereof, of qualified CBE Contractors, the Prime Contractor must receive a waiver from DSLBD which could delay the award of the Contract.

**M.6 TOTAL COMBINED TECHNICAL & PRICE POINTS (100 Points)**

The maximum combined total points for the Technical and Price Proposals is One Hundred (100) points.

**M.7 PREFERENCE POINTS AWARDED (12 Points Maximum)**

Contractors who are Certified Business Enterprises (CBE) in the District of Columbia shall be awarded points in accordance with the categories that apply, as certified by the Department of Small AND Local Business Development (DSLBD), up to a maximum of 12 Preference Points.

**M.6.1 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.8 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES -APPLICATION OF PREFERENCES**

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.8.1 Application of Preferences**

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

- M.8.1.1** 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.8.1.2** 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.8.1.3** 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 LRB in response to this RFP.
- M.8.1.4** 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.8.1.5** 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.8.1.6** 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.8.1.7** Any Prime Contractor that is a veteran-owned business (VOB) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

**M.8.1.8** 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.8.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of 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.8.3 Preferences for Certified Joint Ventures**

When DSLBD certifies 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.8.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.8.4.1** Any Vendor seeking to receive preferences 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.8.4.2** Any Vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.8.4.3** All Vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.8.5 Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, ROB Subcontracting Set Aside.**

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or ROB subcontracting set aside are as follows:

**M.8.5.1** If the prime Contractor is not a certified LBE, certified DBE, certified ROB or a business located in the enterprise in an enterprise zone, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime Contractor for subcontracting with a certified LBE, DBE, ROB or business located in an enterprise zone.

**M.8.5.2** If the prime Contractor is a joint venture that is not a certified LBE, certified DBE or certified ROB joint venture, or if the prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime Contractor for a certified LBE, DBE, ROB or business located in an enterprise zone, for participation in the joint venture.

**FOR EXAMPLE:**

If a non-certified prime Contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

Amount of Subcontract

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating}$$

Amount of Contract

LSDBE Subcontracting

**\*Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime Contractor receiving the full bid price reduction or point addition to its overall score for a particular preference shall not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime Contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime Contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime

Contractor does not receive a further price reduction or additional points if such Contractor proposes subcontracting with an LBE. However, if this same LBE prime Contractor proposes subcontracting with a DBE, the LBE prime Contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

**M.8.7 Preferences for Open Market Solicitation with LBE, DBE, ROB Subcontracting Set Aside**

If the solicitation is an open market solicitation with LBE, DBE or ROB subcontracting set-aside, the prime Contractor shall receive the LBE, DBE, or ROB preferences only if it is a certified LBE, DBE or ROB. There shall be no preference awarded for subcontracting by the prime Contractor with a LBE, DBE or ROB, even if the prime Contractor proposes LBE, DBE, or ROB subcontracting above the subcontracting levels required by the solicitation. However, the prime Contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime Contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

#### **M.8.8 Preferences for Certified Joint Ventures Including Local Or Disadvantaged Businesses Or Resident Business Ownerships**

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (ROB), and the LBE, DBE or ROB owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preference as if it were a certified LBE, DBE or ROB.

#### **M.8.9 Preferences for Joint Ventures Including Businesses Located in an Enterprise Zone**

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preferences as if it were a business located in an enterprise zone:

1. Vendor Submission for Preferences - Any Vendor seeking to receive preferences on this Solicitation shall submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:
  - (a) Evidence of the Vendor's, subcontractors, or joint venture partner's certification or self-certification as a LBE, DBE, or ROB, to include either:

- (1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
  - (2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia shall first be certified as LBEs before qualifying for self-certification.
2. Evidence that the Vendor or any subcontractor is located in an enterprise zone.

In order for a Contractor to receive allowable preferences under this Solicitation, the Contractor shall include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

Refer to J.2.1 for the Self-Certification Package. In order to receive any references, under this Solicitation, any Vendor seeking self-certification shall complete and submit the forms to:

Office of Local Business Development

ATTN: LSDBE Certification Program

441 Fourth Street, N.W., Suite 970N

Washington, DC 20001

All Vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.8.10 Penalties for Misrepresentation**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the Contract, the Contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

#### **M.8.11 Local, Small, and Disadvantaged Business Enterprise Subcontracting**

When a prime Contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime Contractor shall perform at least fifty percent (50%) of the

contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992). By submitting a signed bid or proposal, the prime Contractor certifies that it shall comply with the requirements of paragraph (a) of this clause.

\*\*\* END OF SECTION M \*\*\*