


SOLICITATION, OFFER, AND AWARD				1. Caption: Web-Based Learning Management System		Page of Pages 1 57				
2. Contract Number:		3. Solicitation Number: RM-17-RFP-121-BY4-JM		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 10/28/2016		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category		
7. Issued By DC Office of Contracting and Procurement On the behalf of the Department of Behavioral Health (DBH) Contracts and Procurement Services 64 New York Avenue, NE – 2 nd Floor West Washington, D.C. 20002				8. Address Offer to: DBH Contracting Officer Office of Contracts and Procurement Services 64 New York Avenue, NE – 2 nd Floor West Washington, D.C. 20002						
NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"										
SOLICITATION										
9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Block 8 until 2:00 PM local time on November 21, 2016 (Hour) (Date) CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.										
10. For Information Contact		A. Name Jeanne Mirabile		B. Telephone (Area Code) 202 (Number) 671-0339 (Ext)		C. E-mail Address Jeanne.Mirabile@dc.gov				
11. Table of Contents										
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.			
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES						
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	32			
X	B	Supplies or Services and Price/Cost	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER						
				ATTACHMENTS						
X	C	Specifications/Work Statement	5	X	J	List of Attachments	42			
X	D	Packaging and Marking	13	PART IV – REPRESENTATIONS AND INSTRUCTIONS						
X	E	Inspection and Acceptance	14	Representations, certification and other						
X	F	Deliveries or Performance	17	X	K	statements of offerors	43			
X	G	Contract Administration Data	18	X	L	Instructions, conditions & notices to offerors	44			
X	H	Special Contract Requirements	23	X	M	Evaluation factors for award	53			
OFFER - MUST BE FULLY COMPLETED BY OFFEROR/BIDDER										
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %		Calendar days %				
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number		Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract							
15B. Telephone			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G			17. Signature		18. Award Date		
(Area Code)	(Number)	(Ext)								
AWARD (TO BE COMPLETED BY GOVERNMENT)										
19. Accepted as to Items Numbered – CLINS – See Schedule B			20. Amount			21. Accounting and Appropriation – Delivery Order or Task Order				
22. Name of contracting Officer (Type or Print) Margaret Desper, CPPB			23. Signature of Contracting Officer (district of Columbia)				24. Award Date			
***  Government of the District of Columbia OFFICE OF CONTRACTING AND PROCUREMENT										

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of Department of Behavioral Health (DBH)/Training Institute (the “District”) is seeking a contractor to provide a Web-Based Learning Management System (LMS) as specified in Section C.5 of this Solicitation.

B.2 The District contemplates award of a Firm Fixed Price Contract to provide services described in Section C, in accordance with 27 DCMR Chapter 24.

B.3 **PRICE SCHEDULE**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP)/Department of Behavioral Health (DBH)/Training Institute is seeking a Contractor to provide a Web-Based Learning Management System (LMS).

There shall be no alterations to the Price Schedule.

B.3.1 – Base Year

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	EXTENDED PRICE
0001	Web-Based Learning Management System (LMS) as outlined in Section C.5	\$ _____
TOTAL FOR BASE YEAR		\$ _____

B.3.2 – Option Year One

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	EXTENDED PRICE
1001	Web-Based Learning Management System (LMS) as outlined in Section C.5	\$ _____
TOTAL FOR OPTION YEAR ONE		\$ _____

B.3.3 – Option Year Two

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	EXTENDED PRICE
2001	Web-Based Learning Management System (LMS) as outlined in Section C.5	\$_____
TOTAL FOR OPTION YEAR TWO		\$_____

B.3.4 – Option Year Three

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	EXTENDED PRICE
3001	Web-Based Learning Management System (LMS) as outlined in Section C.5	\$_____
TOTAL FOR OPTION YEAR THREE		\$_____

B.3.5 – Option Year Four

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	EXTENDED PRICE
4001	Web-Based Learning Management System (LMS) as outlined in Section C.5	\$_____
TOTAL FOR OPTION YEAR FOUR		\$_____

B.4 Grand Total

Period of Performance	Total Price
Base Year (B.4.1)	
Option Year One (1) (B.4.2)	
Option Year Two (2) (B.4.3)	
Option Year Three (3) (B.4.4)	
Option Year Four (4) (B.4.5)	
Grand Total	

- B.5** An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov> and then click on “Required Solicitation Documents”.

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

The District of Columbia Office of Contracting and Procurement, on behalf of Department of Behavioral Health (DBH)/Training Institute (the “District”) is seeking a contractor to provide a web-based Learning Management System (LMS) as specified in Section C.5 of this Solicitation.

C.2 APPLICABLE DOCUMENTS

Not Applicable (N/A)

C.3 DEFINITIONS

Not Applicable (N/A)

C.4 BACKGROUND

The Training Institute serves as the central coordinating body that supports the workforce needs of the Department of Behavioral Health and the community mental health and substance use providers of the District of Columbia. Learning opportunities facilitated through the Training Institute include classroom and web courses that address a range of behavioral health topics designed to build a strong behavioral health community.

The DBH Training Institute’s mission is to continually strengthen the knowledge, technical skills and quality of services and supports delivered to and by DBH stakeholders, including consumers, community members, DBH providers and staff. This is accomplished through the development of a dynamic, culturally/linguistically responsive, performance-based and data-driven learning environment. The Training Institute strives for excellence in educational quality and customer service to all members of the community.

Training Institute Goals include: (1) Maximize learning and performance improvement by integrating adult learning and instructional design concepts throughout all DBH learning events. (2) Assess workforce needs of service delivery system and target initiatives in response to those needs, leading to improvements in consumer outcomes. (3) Measure the impact of training on knowledge, performance and organizational change. (4) Partner with community providers, government, universities, and other local and national interests to build a strong and supportive behavioral health community.

C.5 REQUIREMENTS

The Contractor shall provide a customized Web-Based Learning Management System (LMS) for the Department of Behavioral Health’s Training Institute as specified in Sections C.5.1 through C.5.4.4 (g).

C.5.1 Technical Support/System Requirements for Web-Based Learning Management System

- C.5.1.1** The Contractor shall provide a BETA-LMS to the Contracting Officer's Technical Representative (COTR) within 45 days after Contract award for further customization.
- C.5.1.2** The Contractor shall provide the final customized Web-Based Learning Management System to launch within 90 days of Contract award to meet specific needs of DBH's Training Institute that shall include the following:
- a) Ability to customize landing pages, user interface, user functionality, logos, and URLs
 - b) User Profile details
 - c) Training record functions
 - d) Reporting functions
 - e) Importing of external LMS and other training data (See C.5.2 (d)(iii))
- C.5.1.3** The Contractor shall provide on-site and telephone training and support to DBH for implementation and ongoing maintenance.
- C.5.1.4** The Contractor shall provide LMS operations tutorials with written instructions for both end users and system administrators.
- C.5.1.5** The Contractor shall update LMS operations tutorials as new features are added.
- C.5.1.6** The Contractor shall provide Maintenance and Support for the Web-Based Learning Management System as described below:
- a) User or other functionality issues must be addressed within 24 hours of the reported call
 - b) Updates to the system are to be coordinated and scheduled through the DBH Training Institute. No changes to the application are to be made without the express written approval of the Contracting Officer's Technical Representative.
 - c) System must be capable of exporting/importing training records and user data from an external LMS platform to enable DBH to seamlessly transition from one LMS vendor to another.
 - d) Contractor must submit a written migration plan to DBH outlining the migration process of data from the current to proposed platform and expectations/limitations of resulting data integrity for the following elements:
 - 1) User profile data elements
 - 2) User names and passwords
 - 3) User certificates/transcripts

- 4) Continuing education contact hours, multiple discipline-specific certificates and evaluation data
- 5) System administrator reporting functions
- 6) System administrator classroom data

C.5.1.7 The Contractor shall customize "nested" or secondary LMS's for DBH-approved provider agencies that are centralized under the main DBH LMS:

- a) Nested systems must have same capacity for training production and tracking as the primary DBH LMS;
- b) Would enable DBH to track progress of training at each provider agency by having oversight of the "nested" LMS;
- c) Centralized LMS must have capacity for at least 60 secondary or "nested" systems.
- d) System must have capacity for seamless toggling between main DBH LMS and nested LMS for user profiles assigned to nested site to enable them to easily register for events either on main LMS or nested LMS;
- e) DBH should have capacity to assign users back and forth from main LMS and nested LMS as agency affiliations change.
- f) Nested systems should be accessible from custom URLs

C.5.1.8 The Web-Based Learning Management System shall allow authorized personnel of DBH's Training Institute to do the following:

- a) Access all users in the system;
- b) Search records of attendance and completion by username, email, first name and last name;
- c) Assign training topics and completion target dates to employees;
- d) Configure system generated email;
- e) Send emails to specific recipients from within the LMS;
- f) Run and view reports that indicate the course completion status of individual users;
- g) Run and view reports showing time, date, and frequency of individual access to course content;
- h) Notify supervisors when employee training assignments are completed or past due or the ability to run reports on the completion of assigned trainings from within the LMS;
- i) Manage the awarding and tracking of continuing education credits for multiple disciplines to meet standards of local licensure boards and other behavioral healthcare regulatory bodies.

C.5.1.9 The Contractor shall maintain electronic capacity for registrant fees that includes:

- a) Secure credit card payment process with nominal, if any, associated processing fees;
- b) Capacity to set customized user course fees including group and early registration discounts;
- c) Clearly defined user fee refund process.

- C.5.1.10** The Web-Based Learning Management System shall be accessible from any Internet connected computer.
- C.5.1.11** The Web-Based Learning Management System shall be compatible with current and previous versions of popular browser software including (at a minimum): Internet Explorer, Safari, Google Chrome and Firefox.
- C.5.1.12** The Web-Based Learning Management System shall function equally on both PC and Mac platforms and maintain functionality on mobile devices such as smartphones and tablets.
- C.5.1.13** The Web-Based Learning Management System shall be secure from unauthorized access.
- C.5.1.14** The Contractor shall ensure that the web security on the Web-Based Learning Management System shall provide secure exchange of information, learning portal is required to be on a secure protocol with a minimum of RSA 2048 bit encryption. Contractor should specify how user information is secured.
- C.5.1.15** The Web-Based Learning Management System shall have fail safe backup capability.
- C.5.1.16** The Web-Based Learning Management System shall be capable of an organizational structure such that there are multiple levels of access, for example:
- a) End-users
 - b) Supervisors
 - c) Training staff
 - d) LMS Administrators
- C.5.1.17** The Contractor shall provide catalogs of pre-written behavioral healthcare asynchronous eLearning modules through the Contractor's Web-Based Learning Management System and be pre-approved for continuing education units by nationally recognized bodies for social work, counseling and psychology.
- C.5.1.18** The Contractor shall provide Course-specific learning communities or other forum software functionality that enables training participants to communicate with one another, post documents and maintain ongoing contact with participants from training events.
- C.5.1.19** The Contractor shall provide ongoing system customizations as needed to DBH to ensure user profiles, training course records, event/conference functionality and eporting features enable DBH to meet regulatory requirements, user and training staff needs.

C.5.2 User Functionality/Profile Management for Web-Based Learning Management System

C.5.2.1 The Web-Based Learning Management System shall have the capacity for customization of profile fields and the ability to generate reports for each of the fields below:

- a) Discipline-specific licensure
- b) Agency affiliation
- c) Supervisory/division assignment
- d) User profile category

C.5.2.2 The Web-Based Learning Management System shall be capable of handling the training demands of approximately 2,000+ users within DBH and 4,000+ external users (various stakeholders) served by DBH's Training Institute. Total number of user profiles is dynamic due to public nature of LMS. Contractor shall have capacity to expand as community interest increases.

C.5.2.3 The Web-Based Learning Management System Users shall have control over when they may take training classes and do not have to be scheduled by a supervisor, but the system shall have the capability for supervisors to assign trainings and/or completion deadlines.

C.5.2.4 The Web-Based Learning Management System shall be capable of assigning user profile categories that enable DBH to designate which courses are visible to which profile categories. For example, internally designated profiles may have access to courses that externally designated profiles do not.

C.5.3 Training Course/Records Management For The Web-Based Learning Management System

C.5.3.1 The Training Course/Records Management for The Web-Based Learning Management System shall perform the below tasks associated with the delivery of a course including:

- a) Course details
- b) Maximum class size
- c) Location/mapping feature
- d) Online user registration process
- e) Prerequisite designation that blocks users from registering when prerequisite course has not been completed E-mail notifications/confirmations to users
- f) Roster printing
- g) Electronic pre/post-test grading
- h) Electronic survey evaluations

- C.5.3.2** The Web-Based Learning Management System shall be capable of hosting asynchronous eLearning content:
- a) Audio
 - b) Graphic
 - c) Streaming video
- C.5.3.3** The Web-Based Learning Management System shall be compatible with standard eLearning software and formats including (but not limited to): Adobe Captivate, Articulate (full suite), Elucidate, Camtasia, Adapt, Scorm 1.2, TinCan, HTML5 (CSS, JavaScript), PowerPoint, Lectora, etc.
- C.5.3.4** DBH's Training Institute shall have the capability to do the following in the Web-Based Learning Management System:
- a) Formatting course content attributes including spell-check
 - b) Entering training data into the system
 - c) Restricting access to sensitive training data
- C.5.3.5** Testing capabilities of the Web-Based Learning Management System are such that it can:
- a) Analyze distribution of incorrect answers
 - b) Vary test questions from a pool so that tests are not identical for each user.
 - c) Include multiple options such as True/False, multiple choice, scales, etc.
 - d) Provide for a Pre-test and a Post-test.
 - e) Allow users to partially complete and then re-login where they left off at later point to complete.
 - f) Ability to upload common test authoring software such as Articulate Quizmaker that functions seamlessly with the system.
- C.5.3.6** The Web-Based Learning Management System shall have capacity for managing course series such that multiple courses can be assigned to a series that require users to have completed prerequisite courses and prevents them from registering for courses out of sequence. This process should be managed through self-registration and includes reporting functions (see 5.4.4 (b))
- C.5.4** **System Reporting Functionality Web-Based Learning Management System**
- C.5.4.1** DBH's Training Institute shall have the capability of exporting all the training data from the Web-Based Learning Management System into spreadsheet software programs such as Microsoft Excel.

- C.5.4.2** The Web-Based Learning Management System shall use a database of sufficient flexibility that it can communicate with other commonly used methods of storing electronic data.
- C.5.4.3** The Web-Based Learning Management System shall be capable of uniquely identifying all users, both internal and external.
- C.5.4.4** The reporting function of the Web-Based Learning Management System shall:
- a) Produce attendance data including those who fully attended, partially attended and “no-showed” to events;
 - b) Produce progress reports of course series that identifies users who have completed all designated courses and courses that are incomplete;
 - c) Produce completion data such as those who passed, failed and test scores when applied;
 - d) Produce reports by place of employment, discipline, continuing education, training topic, course category, etc;
 - e) Produce comprehensive reports of all existing user profiles with capacity to filter data as needed;
 - f) Produce reports of all upcoming courses in system with capacity to select filtered data such as training date, trainer(s), seat capacity, current registrant number, current waiting list number, location, etc.
 - g) Allow DBH the ability to choose from a range of reporting filters and customizations when needed.

C.6 **MINIMUM CONTRACTOR’S QUALIFICATIONS**

- C.6.1** The Contractor shall provide the following in their bid response:
- a) The Contractor shall have at least five (5) years of proprietary experience developing and delivering web-based LMS platform software to customers.
 - b) The Contractor shall have at least three (3) years of proprietary experience developing and delivering LMS platforms to governmental and/or behavioral health institutions.
 - c) The Contractor shall have proprietary experience developing and delivering LMS platforms to customers with at least 3000+ user profiles and comprehensive eLearning and classroom course catalogs.
 - d) The Contractor shall have experience, with at least two previous customers, migrating user profile, transcript and course records data from one platform to another.
 - e) The Contractor shall have a comprehensive and responsive technology team with expertise in computer coding required for the uploading and management of

eLearning courses to ensure their proper functionality and the ability to respond to systems problems.

- f) The Contractor shall submit resumes of the multidisciplinary support team including dedicated customer service, fiscal, technology and executive leadership that describe their qualifications for this requirement.
- g) The Contractor shall submit either printed samples or hyperlinks of previously developed Learning Management Systems.

C.7 STANDARD OF PERFORMANCE

Contractor shall at all time, act in good faith and in the best interests of the DBH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DBH operational policies, procedures and directives while performing the duties specified in this contract.

C.8 ADVERTISING AND PUBLICITY

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

C.9 CONFIDENTIALITY

Contractor shall recognize and acknowledge that, by virtue of entering into this contract and providing services to DBH hereunder, Contractor may have access to certain information of DBH and its clients that are confidential. Contractor shall not at any time, either during or subsequent to the term of this contract, disclose to others, use, copy or permit to be copied, without the Contracting Officer's prior, express, written authority, any confidential DBH information.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause **number six (6), Inspection of Services** of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)
- E.2 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**
- E.2.1** The Contractor shall be held to the full performance of the Contract. The DBH shall deduct from the Contractor's invoice, or otherwise withhold payment for any non-conforming service as specified below.
- E.2.2** A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items
- E.2.3** The DBH shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment
- E.2.4** In case of non-performed work, DBH shall:
- E.2.4.1** Deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the Contract.
- E.2.4.2** DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Contracting Officer and at no additional cost to the DBH.
- E.2.4.3** DBH may, at its option, perform the contracted services by the DBH personnel or other means.
- E.2.5** In the case of unsatisfactory work, DBH:
- E.2.5.1** Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B, or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactorily completes the work.
- E.2.5.2** May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Contracting Officer and at no additional cost to the DBH.

E.3 TERMINATION FOR CONVENIENCE

- E.3.1** The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Contracting Officer determines that a termination is in the Government's best interest.
- E.3.2** After receipt of a Notice of Termination and, except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations:
- E.3.2.1** Stop work as specified in the notice.
- E.3.2.2** Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.
- E.3.2.3** Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
- E.3.2.4** Assign to DBH, as directed by the Contracting Officer, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
- E.3.2.5** With approval or ratification to the extent required by the Contracting Officer settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.
- E.3.2.6** Transfer title, if not already transferred and, as directed by the Contracting Officer, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.
- E.3.2.7** Complete performance of the work not terminated.
- E.3.2.8** Take any action that may be necessary for the protection and preservation of property related to this Contract.

E.4 TERMINATION FOR DEFAULT

- E.4.1** DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:
- E.4.1.1** Perform the services within the time specified in the Contract or any extension; or
- E.4.1.2** Make progress as to endanger performance of the Contract; or
- E.4.1.3** Perform any of the other material provisions of the Contract.
- E.4.2** The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by

the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.

- E.4.3** If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4** Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5** If the failure to perform is caused by the fault of a subcontractor at any tier, and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6** If the contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Contracting Officer, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7** DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for convenience of DBH.
- E.4.9** The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be One (1) year from date of award specified on the cover page of this contract.

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 will 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 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 Section B Pricing Schedule:

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

SECTION G: CONTRACT ADMINISTRATION**G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

Department of Behavioral Health
Office of the Controller/Agency CFO
Accounts Payable Office
64 New York Ave., NE, 6th Floor
Washington, DC 20002
E-mail: dbh.ap@dc.gov

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

- G.4.1** DBH shall pay the Contractor monthly the amount due the Contractor as set forth in Section B.3 of the Contract in accordance with the Terms of the Contract and upon presentation of a properly executed invoice and authorized by the COTR.
- G.4.2** DBH shall pay Interest Penalties on amounts due to the Contractor in accordance with the Quick Payment Act, D.C. Official Code § 2-221.02 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made to the Contractor.
- G.4.3** Payment shall be based upon fixed unit rates and services provided as specified in Section B (Price Schedules) and Section F (Deliverables)

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE**G.6.1 Interest Penalties to Contractors**

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made.

Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Margaret Desper, CPPB
Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
(202) 671-4082– Office
Email: Margaret.Desper@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

**David Shapiro, LICSW
Training Institute Director
District of Columbia
Department of Behavioral Health
64 New York Avenue, NE
2nd Floor
Washington, DC 20002
Phone: (202) 673-7757
Email: David.Shapiro@dc.gov**

G.9.3 The CA shall NOT have the authority to:

- a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b) Grant deviations from or waive any of the terms and conditions of the contract;
- c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d) Authorize the expenditure of funds by the Contractor;
- e) Change the period of performance; or
- f) Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or 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.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the 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.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 (Rev. 3), dated April 8, 2016,, 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.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 For contracts for services in the amount of \$300,000 or more, 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.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs 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 qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD 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.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall

perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 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 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

- H.9.4.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
 - (B) A description of the goods procured or the services subcontracted for;
 - (C) The amount paid by the prime contractor under the subcontract; and
 - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If 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 provisions in **clause 8 of the SCP, Default**.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 **CONTRACTOR LICENSE/CLEARANCES**

The 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.12 **PRIVACY AND CONFIDENTIALITY COMPLIANCE**

Information concerning DBH Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is available at DBH link:

<http://dbh.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20%20-%20HIPAA%20Clause%20%28Updated%29.%20April%202014.pdf>

The Contractor shall be held responsible in complying with the HIPAA Compliance Clause during the duration of the Contract.

H.13 **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

H.14 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

H.15 WAY TO WORK AMENDMENT ACT OF 2006

- H.15.1** Except as described in H.9.8 below, the Contractors 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.15.2** The Contractors shall pay its employees and sub-contractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.15.3** The Contractors shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the Contract no less than the current living wage rate.
- H.15.4** 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.
- H.15.5** The Contractors shall provide a copy of the Fact Sheet attached as J.2 to each employee and sub-contractor who performs services under the Contract. The Contractor shall also post the Notice attached as J.3 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 sub-contractor to post the Notice in a conspicuous place in its place of business.
- H.15.6** The Contractors 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.15.7** 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.15.8** 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.15.9

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.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the Contractor’s rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with

the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

All required policies shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.
3. **Cyber Liability Insurance.** The Contractor shall provide Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to

infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

4. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured. All liability coverages must be scheduled under the umbrella.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry listed coverages for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Margaret Desper, CPPB
Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
(202) 671-4082– Office
Email: Margaret.Desper@dc.gov

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 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 offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract

terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

I.13 GOVERNING LAW

This Contract and any disputes arising out of or related to this Contract shall be governed by and construed in accordance with, the laws of the District of Columbia.

I.14 STOP WORK ORDER

- I.14.1** The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree.
- I.14.2** The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the 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 the Contractor, or within any extension of that period to which the parties shall have agreed, the 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.14.3** If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The 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.14.4** If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.
- I.14.5** If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.14.6** If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.15 SUSPENSION OF WORK

- I.15.1** The Contracting Officer may order the 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 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 Contracting Officer in the administration of this Contract, or by the Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly.

- I.15.2** 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 the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.
- I.15.3** A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the 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.16** **CONTINUITY OF SERVICES**
- I.16.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:
- I.16.1.1** Furnish phase-out, phase-in (transition) training; and
- I.16.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.16.2** The Contractor shall, upon the CO's written notice:
- I.16.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- I.16.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.
- I.16.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.16.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.16.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination 2015-4281 (Revision 3), dated April 8, 2016
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on “Required Solicitation Documents”

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR § 1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

- L.2.1** One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

***"Proposal in Response to Solicitation No. RM-17-RFP-121-BY4-JM
Web-Based Learning Management System"***

- L.2.2** Technical Proposals shall be organized and presented in the following Six (6) separate Sections:

Section 1 – Technical Approach

- Technical Support/System Requirements
- User Functionality/Profile Management
- Training Course/Records Management

Section 2 –Migration Plan

- Description of Data Migration Process

Section 3 – Past Performance

- Firm Description & Statement of Qualifications
- Previous experience delivering/managing LMS platforms
- References

Section 4 – Personnel & Staffing

- Key personnel involved in project

Section 5 – Sample Work Product

- Samples of similar LMS product(s) developed by Offeror

Section 6 – Attachments

L.2.2.1 Section 1 - Technical Approach:

Technical Support/System Requirements: Describe the proposed methodology for accomplishing all areas within C.5.1, including previous experience with similar deliverables. Particular attention should be focused on the following:

1. Customization process, BETA-LMS and final product launch
2. Ongoing customer support service process/capacity for both LMS administrators and end users
3. Nested system capacity

User Functionality/Profile Management: Describe the proposed methodology for accomplishing all areas within C.5.2, including previous experience with similar deliverables.

Training Course/Records Management: Describe the proposed methodology for accomplishing all areas within C.5.3, including previous experience with similar deliverables.

L.2.2.2 Section 2 - Migration Plan:

Migration Plan: Provide a migration plan to DBH outlining transfer of data from the current to proposed platform and expectations/limitations of resulting data integrity for the following elements:

1. User profile data elements
2. User names and passwords
3. User certificates/transcripts
4. Continuing education contact hours, multiple discipline-specific certificates and evaluation data
5. System administrator reporting functions
6. System administrator classroom data

Describe previous experience with at least two customers, migrating user profile, transcript and course records data from one platform to another.

L.2.2.3 Section 3 - Past Performance:

Firm Description & Statement of Qualifications: Provide a brief description of the firm and its qualifications to undertake this project. The District is particularly interested in the firm's previous experience delivering Learning Management Systems similar to the Scope of Work. Past performance shall include the following:

1. At least five (5) years of proprietary experience developing and delivering web-based LMS platform software to customers.
2. At least three (3) years of proprietary experience developing and delivering LMS platforms to governmental and/or behavioral health institutions.

3. Proprietary experience developing and delivering LMS platforms to customers with at least 3000+ user profiles and comprehensive eLearning and classroom course catalogs.

References: The Offeror provides a list of three (3) previous contracts for which the Offeror developed, delivered and managed a LMS of similar size and scope within the last five years. Include the Name of Company, Title and Description of the Project, Name and Title of the Contact Person, Telephone Number and e-mail address. Sample work product should be from one of the above references.

L.2.2.4 Section 4 - Personnel & Staffing:

Personnel & Staffing: Identify and provide resumes for all personnel who will have responsibility for performing the proposed Scope of Work and indicate the organization of the proposed staff and how they would function as a comprehensive team. Provide evidence of sound technological and fiscal management and financial recordkeeping system.

1. Offeror shall have a comprehensive and responsive technology team with expertise in computer coding required for the uploading and management of eLearning courses to ensure their proper functionality and the ability to respond to systems problems.
2. Offeror shall submit resumes of the multidisciplinary support team including dedicated customer service, fiscal, technology and executive leadership that describe their qualifications for this requirement.

L.2.2.5 Section 5 - Sample Work Product:

Sample Work Product: Provide printed samples, electronic files (such as video tutorial) or live hyperlinks to at least one similar LMS that was developed and managed by the offeror for another agency for services similar to those requested in this solicitation. Sample work product should represent key user interfaces and illustrate both visual and basic style and functions of LMS.

L.2.2.6 Section 6 - Attachments:

The Offeror shall provide in this section the following documents and pertinent information:

- A. Solicitation, Offer and Award form;
- B. Attachments J.3, J.4, J.7 and J.8 of this solicitation;
- C. Representations and Certifications and other statements of the Offeror in Section K shall be completed and signed;
- D. Copy of Valid Business License
- E. Documentation of incorporation
- F. Audited financial statements

- L.2.3** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow

the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.4 Offerors shall complete, sign and submit all Representations, Certifications and acknowledgments as appropriate.

L.2.5 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

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

L.4.1 Proposal Submission

Bids must be submitted no later than **2:00 PM (EST) on November 21, 2016**. Bids, Modifications to Bids, 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 Bid 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 Bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.
- c. The Bidders shall sign the Bid in **Blue Ink** and print or type the name of the Bidder and the name and title of the person authorized to sign the Bid in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Bidder's solicitation submission must be **signed in Blue Ink**. DBH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything

other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DBH. Erasures or other changes must be initialed by the person signing the Bid.

L.4.2 Postmarks

The only acceptable evidence to establish the date of a late Bid, 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 Bid, 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 Bid shall be considered late unless the Prospective Contractor can furnish evidence from the postal authorities of timely mailing.

L.4.3 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.4.4 Late Submissions

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 Contract.

L.4.5 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the questions in writing to the Contact Person, identified on the cover page. The prospective offeror should submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than 10 days before the date set for submission of proposals. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

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

Margaret Desper, CPPB
Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
(202) 671-4082– Office
Email: Margaret.Desper@dc.gov

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

- L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will 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.6.2** 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."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to 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 the solicitation, must 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 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

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 offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 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.8 to:

Margaret Desper, CPPB
Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
(202) 671-4082– Office
Email: Margaret.Desper@dc.gov

Re: Contract Number RM-17-RFP-121-BY4-JM

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO 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 CO shall determine the prospective contractor to be non-responsible.

L.18 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00 a.m. on November 7, 2016 at 64 New York Ave., NE, 2nd floor, Washington, DC. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.19 KEY PERSONNEL

L.19.1 The District considers the following positions to be key personnel for this contract:

Executive Leadership
Customer Support
Fiscal Management
Technology Leadership
Technology Team

L.19.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

TECHNICAL EVALUATION FACTORS	POINTS
Factor A – Technical Approach	25
Factor B – Migration Plan	10
Factor C – Past Performance	15
Factor D – Personnel & Staffing	10
Factor E – Sample Work Product	15
Total	75

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL EVALUATION FACTORS (75 Points Maximum)

Factor A – Technical Approach (25 Points maximum)

This evaluation factor considers the proposed methodology for this project, including the technical and visual design of the LMS, its functional capabilities and features, ease of use and interfaces for the various user access privileges (public user, private user, administrator, etc).

This factor will be evaluated based on the completeness of the proposed methodology and its match to the requirements in Section C. The proposed methodology must demonstrate how the Offeror intends to customize the LMS and complete the project and all deliverables successfully, within the desired timeframes. This factor also considers the Offeror's LMS capacity for customizing user interfaces, reports, and other functions in order to meet the deliverables outlined in Section C.

Factor B –Migration Plan (10 Points maximum)

This evaluation factor considers the proposed methodology for migrating user data, transcripts and course data from the existing LMS to the Offeror's LMS.

This factor evaluates the Offeror's process for migrating data between platforms to ensure a seamless transition for LMS administrators and end users. This includes capacity and previous experience migrating continuing education data (contact hours and user certificates for multiple disciplines) between platforms. Offeror's with experience customizing and migrating such data and minimizing loss of integrity between platforms, with at least two previous customers, will be rated higher.

Factor C – Past Performance (15 Points maximum)

Evaluation of past performance and experience allows the District to assess the Offeror's ability to develop, deliver and manage a LMS of similar size and scope.

This factor considers the extent of the Offeror's past performance within the last five (5) years, in achieving a high degree of customer satisfaction developing, delivering and managing Learning Management Systems. Evaluation of this factor will be based on the quantity and quality of Offeror's performance on projects of comparable size, highly technical nature and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror's performance shall be considered.

The Offeror provides a list of three (3) previous contracts for which the Offeror developed, delivered and managed a LMS of similar size and scope within the last five years. Include the Name of Company, Title and Description of the Project, Name and Title of the Contact Person, Telephone Number and e-mail address.

Offerors with extensive past proprietary experience developing, delivering and managing Learning Management Systems for 3000+ users, particularly to governmental and/or behavioral health institutions, will be rated higher.

Factor D – Personnel & Staffing (10 Points maximum)

This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.

This factor will also be evaluated on the specific skill sets of the proposed project team. Each key team member must provide the required specific expertise for their assigned role as defined in sections C.6.1.

Factor E – Sample Work Product (15 Points maximum)

This factor evaluates printed samples, electronic files (such as video tutorial) or live hyperlinks to at least one similar LMS that was developed and managed by the offeror for another agency for services similar to those requested in this solicitation. Sample work product should represent key user interfaces and illustrate both visual and basic style and functions of LMS.

M.3.2 PRICE CRITERION (25 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

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

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**M.3.4 TOTAL POINTS (112 Points Maximum)**

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 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 will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

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

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

- M.5.4.2** Any vendor seeking 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 850N
Washington DC 20001

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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