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**DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH  
CONTRACTS AND PROCUREMENT ADMINISTRATION**

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**REQUEST FOR PROPOSAL (RFP)  
SIGN LANGUAGE INTERPRETING  
AND TRANSLATION SERVICES  
RM-09-RFP-082-BY4-OF**

The District of Columbia Government, Department of Mental Health, Mental Health Authority (MHA), Community Services Agency (CSA) and Saint Elizabeth's Hospital (SEH) is seeking a certified, experienced vendor to provide scheduled Sign Language Interpreting and Translation services to the consumers of its Hearing Impaired and Mental Retardation programs and community. Provide unscheduled, as-needed interpreting services to staff, consumers and to the general public during community meetings, forums, medical appointments, counseling sessions, treatment sessions, medication counseling court proceedings, and other consumer related services.

**Opening Date: Wednesday, April 15, 2009**

**Pre-Bidder's Conference: Thursday, April 30, 2009**

**Pre-bidders Conference (Optional): 11:00 AM (4th Floor Training Room)**

**Closing Date: Friday, May 15, 2009**

**Closing Time: 2:00 PM EST.**

Please contact DMH-MHA Contracts Specialist - O'Linda Fuller, MBA,  
at 202 671-3179, email: [Olinda.fuller@dc.gov](mailto:Olinda.fuller@dc.gov), to obtain a copy of the RFP.

***All submissions in response to this request are due by closing date  
Friday, May 15, 2009 by 2:00 PM EST.***

1. ISSUED BY/ADDRESS OFFER TO: <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4<sup>TH</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 78</b>
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: <b>RM-08-RFP-082-BY4-OF</b>
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: <b>APRIL 15, 2009/ MAY 15, 2009 @ 2:00 PM EST.</b>
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT: N/A	
NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"		

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

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

13. ACKNOWLEDGEMENT OF AMENDMENTS (Offeror acknowledge receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated):			AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF OFFEROR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:			15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE:	NUMBER:	EXT:		

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

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

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

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**SECTION B: SUPPLIES OR SERVICES AND PRICE****B.1 PURPOSE OF SOLICITATION**

The District of Columbia Government, Department of Mental Health, Mental Health Authority (MHA), Community Services Agency (CSA) and Saint Elizabeth's Hospital (SEH) is seeking a certified, experienced vendor to provide scheduled Sign Language Interpreting and Translation services to the consumers of its Hearing Impaired and Mental Retardation programs and community. Provide unscheduled, as-needed interpreting services to staff, consumers and to the general public during community meetings, forums, medical appointments, counseling sessions, treatment sessions, medication counseling court proceedings, and other consumer related services.

**B.2 CONTRACT TYPE**

The District of Columbia Department of Mental Health Contracts and Procurement Administration is contemplating executing a Firm Fixed Price Contract with Four One Year Option Periods.

**B.3 ORDERING PROCEDURES**

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

**SECTION B - SUPPLIES OR SERVICE AND PRICE**

**B.4** The District contemplates award of a Fixed Price Contract/Multiple Contracts shall be awarded. Prospective **Offeror shall apply to one or more of the Two (Sign Language Interpreter, Translation services.)**

**B.4.1 SERVICE / DESCRIPTION / COST**

The Sign Language Interpreter and Translation services are required for the hearing-impaired population and the population with a limited ability to speak read and understand English.

<b>Contract Line Item No. CLIN</b>	<b>Item Description Base Year Certified American Sign Language Interpreter</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price Per Unit Hours</b>	<b>Total Price</b>
0001	Vietnamese	15	hr.	\$ _____	\$ _____
0002	Amharic	15	hr.	\$ _____	\$ _____
0003	Spanish	20	hr.	\$ _____	\$ _____
0004	Chinese	5	hr.	\$ _____	\$ _____
0005	Korean	5	hr.	\$ _____	\$ _____
0006	French	5	hr.	\$ _____	\$ _____
0007	Meetings	3	ea,	\$ _____	\$ _____
0009	Estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1400	ea.	\$ _____	\$ _____
0010	Estimated Travel Allowances per assignments	12	ea.	\$ _____	\$ _____
0011	Unscheduled	100	hr.	\$ _____	\$ _____
	Print Name of Contractor				<b>Total Cost</b>
	_____				\$ _____
	Print Name of Authorized Person				
	_____				
	Signature of Authorized Person				
	_____				
	Title				
	_____				
	Date				
	_____				

Contract Line Item No. (CLIN)	Item Description OPTION YEAR ONE Sign Language Interpreter	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Vietnamese	50	hr.	\$ _____	\$ _____
0002	Amharic	50	hr.	\$ _____	\$ _____
0003	Spanish	80	hr.	\$ _____	\$ _____
0004	Chinese	5	hr.	\$ _____	\$ _____
0005	Korean	5	hr.	\$ _____	\$ _____
0006	French	5	hr.	\$ _____	\$ _____
0007	Meetings	3	ea.	\$ _____	\$ _____
0009	Estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1400	ea.	\$ _____	\$ _____
0010	Estimated Travel Allowances per assignment	12	ea.	\$ _____	\$ _____
0011	Unscheduled	100	hr.	\$ _____	\$ _____
Print Name of Contractor					<b>Total Cost</b>
_____ Print Name of Authorized Person					\$ _____
_____ Signature of Authorized Person					
_____ Title					
_____ Date					

Contract Line Item No. (CLIN)	Item Description OPTION YEAR TWO Sign Language Interpreter	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Vietnamese	50	hr.	\$ _____	\$ _____
0002	Amharic	50	hr.	\$ _____	\$ _____
0003	Spanish	80	hr.	\$ _____	\$ _____
0004	Chinese	5	hr.	\$ _____	\$ _____
0005	Korean	5	hr.	\$ _____	\$ _____
0006	French	5	hr.	\$ _____	\$ _____
0007	Meetings	3	ea.	\$ _____	\$ _____
0009	Estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1400	ea.	\$ _____	\$ _____
0010	Estimated Travel Allowances per assignment	12	ea.	\$ _____	\$ _____
0011	Unscheduled  Print Name of Contractor _____ Print Name of Authorized Person _____ Signature of Authorized Person _____ Title _____ Date _____	100	hr.	\$ _____	\$ _____  <b>Total Cost</b>  \$ _____

Contract Line Item No. (CLIN)	Item Description OPTION YEAR THREE Sign Language Interpreter	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Vietnamese	50	hr.	\$ _____	\$ _____
0002	Amharic	50	hr.	\$ _____	\$ _____
0003	Spanish	80	hr.	\$ _____	\$ _____
0004	Chinese	5	hr.	\$ _____	\$ _____
0005	Korean	5	hr.	\$ _____	\$ _____
0006	French	5	hr.	\$ _____	\$ _____
0007	Meetings	3	ea,	\$ _____	\$ _____
0009	Estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1400	ea.	\$ _____	\$ _____
0010	Estimated Travel Allowances per assignment	12	ea.	\$ _____	\$ _____
0011	Unscheduled  Print Name of Contractor _____ Print Name of Authorized Person _____ Signature of Authorized Person _____ Title _____ Date _____	100	hr.	\$ _____	\$ _____  <b>Total Cost</b>  \$ _____



Contract Line Item No. (CLIN)	Item Description OPTION YEAR FOUR Sign Language Interpreter	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Vietnamese	50	hr.	\$ _____	\$ _____
0002	Amharic	50	hr.	\$ _____	\$ _____
0003	Spanish	80	hr.	\$ _____	\$ _____
0004	Chinese	5	hr.	\$ _____	\$ _____
0005	Korean	5	hr.	\$ _____	\$ _____
0006	French	5	hr.	\$ _____	\$ _____
0007	Meetings	3	ea,	\$ _____	\$ _____
0009	Estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1400	ea.	\$ _____	\$ _____
0010	Estimated Travel Allowances per assignment	12	ea.	\$ _____	\$ _____
0011	Unscheduled  Print Name of Contractor _____ Print Name of Authorized Person _____ Signature of Authorized Person _____ Title _____ Date _____	100	hr.	\$ _____	\$ _____  <b>Total Cost</b>  \$ _____

Contract Line Item No. CLIN	Item Description Base Year Translation	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Translation Services for 6 vital documents ranging from 1 to 10 pages in 6 languages: French, Spanish, Vietnamese, Korean, Chinese and Amharic and an estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1400	ea.	\$ _____	\$ _____
0002	Estimated Travel Allowances per assignment           _____ Print Name of Contractor  _____ Print Name of Authorized Person  _____ Signature of Authorized Person  _____ Title Date	4	ea.	\$ _____	\$ _____           <b>Total Cost</b>           \$ _____

Contract Line Item No. (CLIN)	Item Description OPTION YEAR ONE Translation	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Translation Services for 6 vital documents ranging from 1 to 10 pages in 6 languages: French, Spanish, Vietnamese, Korean, Chinese and Amharic and an estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1400	ea.	\$ _____	\$ _____
0002	Estimated Travel Allowances per assignment Print Name of Contractor <hr/> Print Name of Authorized Person <hr/> Signature of Authorized Person <hr/> Title _____ Date _____	4	ea.	\$ _____	Total Cost \$ _____
Contract Line Item No. (CLIN)	Item Description OPTION YEAR TWO Translation	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Translation Services for 6 vital documents ranging from 1 to 10 pages in 6 languages: French, Spanish, Vietnamese, Korean, Chinese and Amharic and an estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1,400	ea.	\$ _____	\$ _____
0002	Estimated Travel Allowances per assignment Print Name of Contractor <hr/> Print Name of Authorized Person <hr/> Signature of Authorized Person <hr/> Title _____ Date _____	4	ea.	\$ _____	Total Cost \$ _____

Contract Line Item No. (CLIN)	Item Description <b>OPTION YEAR THREE Translation</b>	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Translation Services for 6 vital documents ranging from 1 to 10 pages in 6 languages: French, Spanish, Vietnamese, Korean, Chinese and Amharic and an estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1400	ea.	\$ _____	\$ _____
0002	Estimated Travel Allowances per assignment  Print Name of Contractor  _____ Print Name of Authorized Person  _____ Signature of Authorized Person  _____ Title _____ Date _____	4	ea.	\$ _____	\$ _____
0001	Translation Services for 6 vital documents ranging from 1 to 10 pages in 6 languages: French, Spanish, Vietnamese, Korean, Chinese and Amharic and an estimated number of printed materials in Vietnamese (300); Amharic (300); Spanish (500); Chinese (100) Korean (100); and French (100)	1,400	ea.	\$ _____	\$ _____
0002	Estimated Travel Allowances per assignment Print Name of Contractor  _____ Print Name of Authorized Person  _____ Signature of Authorized Person  _____ Title _____ Date _____	4	ea.	\$ _____	\$ _____
0002	Estimated Travel Allowances per assignment Print Name of Contractor  _____ Print Name of Authorized Person  _____ Signature of Authorized Person  _____ Title _____ Date _____	4	ea.	\$ _____	\$ _____

Contract Line Item No. CLIN	Item Description Base Year Sign Language Interpreter	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Clinical Monthly meetings. One (1) Sign Language Interpreter for two (2) hours for sixteen (16) meetings.	16	ea,	\$ _____	\$ _____
0002	Certified Residential Facilities Training (CRF) Sign Language Interpreter Services for three (3) training sessions for six (6) hours.	3	ea.	\$ _____	\$ _____
0003	CRF and Core Services Agencies (CSA) group meeting. Sign Language Interpreter Services – Twelve (12) meetings, two (2) hours per meeting	12	ea.	\$ _____	\$ _____
0004	Sign Language Quarterly Quality Counsel Meetings, Four (4) meetings for two to two and a half (2 to 2.5) hours each	4	ea.	\$ _____	\$ _____
0005	Sign Language Interpreting twenty-five (25) Training sessions for three to six (3 to 6) hours each training session at various DMH facilities and locations.	25	ea.	\$ _____	\$ _____
0006	Sign Language Interpreting Co-occurring State Incentive Grant (COSIG) four (4), Training Sessions four to five (4 to 5) hours each at the DMH Authority Location, at 64 New York Avenue, N.E.	4	ea.	\$ _____	\$ _____
0007	<p>Estimated Travel Allowances per assignment.</p> <p>Print Name of Contractor _____</p> <p>Print Name of Authorized Person _____</p> <p>Signature of Authorized Person _____</p> <p>Title _____ Date _____</p>	12	ea.	\$ _____	<p><b>Total Cost</b></p> <p>\$ _____</p>

Contract Line Item No. (CLIN)	Item Description <b>OPTION YEAR ONE Sign Language Interpreter</b>	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Clinical Monthly meetings. One (1) Sign Language Interpreter for two (2) hours for sixteen (16) meetings.	16	ea.	\$ _____	\$ _____
0002	Certified Residential Facilities Training (CRF) Sign Language Interpreter Services for three (3) training sessions for six (6) hours.	3	ea.	\$ _____	\$ _____
0003	CRF and Core Services Agencies (CSA) group meeting. Sign Language Interpreter Services – Twelve (12) meetings, two (2) hours per meeting	12	ea.	\$ _____	\$ _____
0004	Sign Language Quarterly Quality Counsel Meetings, Four (4) meetings for two to two and a half (2 to 2.5) hours each	1	ea.	\$ _____	\$ _____
0005	Sign Language Interpreting twenty-five (25) Training sessions for three to six (3 to 6) hours each training session at various DMH facilities and locations.	25	ea.	\$ _____	\$ _____
0006	Sign Language Interpreting Co-occurring State Incentive Grant (COSIG) four (4), Training Sessions four to five (4 to 5) hours each at the DMH Authority Location, at 64 New York Avenue, N.E.	4	ea.	\$ _____	\$ _____
0007	Estimated Travel Allowances per assignment.  Print Name of Contractor _____ Print Name of Authorized Person _____ Signature of Authorized Person _____ Title _____ Date _____	12	ea.	\$ _____	\$ _____  <b>Total Cost</b>  \$ _____

Contract Line Item No. (CLIN)	Item Description <b>OPTION YEAR TWO Sign Language Interpreter</b>	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Clinical Monthly meetings. One (1) Sign Language Interpreter for two (2) hours for sixteen (16) meetings.	16	ea.	\$ _____	\$ _____
0002	Certified Residential Facilities Training (CRF) Sign Language Interpreter Services for three (3) training sessions for six (6) hours.	3	ea.	\$ _____	\$ _____
0003	CRF and Core Services Agencies (CSA) group meeting. Sign Language Interpreter Services – Twelve (12) meetings, two (2) hours per meeting	12	ea.	\$ _____	\$ _____
0004	Sign Language Quarterly Quality Counsel Meetings, Four (4) meetings for two to two and a half (2 to 2.5) hours each	1	ea.	\$ _____	\$ _____
0005	Sign Language Interpreting twenty-five (25) Training sessions for three to six (3 to 6) hours each training session at various DMH facilities and locations.	25	ea.	\$ _____	\$ _____
0006	Sign Language Interpreting Co-occurring State Incentive Grant (COSIG) four (4), Training Sessions four to five (4 to 5) hours each at the DMH Authority Location, at 64 New York Avenue, N.E.	4	ea.	\$ _____	\$ _____
0007	Estimated Travel Allowances per assignment.  Print Name of Contractor _____ Print Name of Authorized Person _____ Signature of Authorized Person _____ Title _____ Date _____	12	ea.	\$ _____	\$ _____  <b>Total Cost</b>  \$ _____

Contract Line Item No. (CLIN)	Item Description <b>OPTION YEAR THREE Sign Language Interpreter</b>	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Clinical Monthly meetings. One (1) Sign Language Interpreter for two (2) hours for sixteen (16) meetings.	16	ea.	\$ _____	\$ _____
0002	Certified Residential Facilities Training (CRF) Sign Language Interpreter Services for three (3) training sessions for six (6) hours.	3	ea.	\$ _____	\$ _____
0003	CRF and Core Services Agencies (CSA) group meeting. Sign Language Interpreter Services – Twelve (12) meetings, two (2) hours per meeting	12	ea.	\$ _____	\$ _____
0004	Sign Language Quarterly Quality Counsel Meetings, Four (4) meetings for two to two and a half (2 to 2.5) hours each	1	ea.	\$ _____	\$ _____
0005	Sign Language Interpreting twenty-five (25) Training sessions for three to six (3 to 6) hours each training session at various DMH facilities and locations.	25	ea.	\$ _____	\$ _____
0006	Sign Language Interpreting Co-occurring State Incentive Grant (COSIG) four (4), Training Sessions four to five (4 to 5) hours each at the DMH Authority Location, at 64 New York Avenue, N.E.	4	ea.	\$ _____	\$ _____
0007	Estimated Travel Allowances per assignment.  Print Name of Contractor _____ Print Name of Authorized Person _____ Signature of Authorized Person _____ Title _____ Date _____	12	ea.	\$ _____	\$ _____  <b>Total Cost</b>  \$ _____



Contract Line Item No. (CLIN)	Item Description <b>OPTION YEAR FOUR Sign Language Interpreter</b>	Quantity	Unit	Price Per Unit Hours	Total Price
0001	Clinical Monthly meetings. One (1) Sign Language Interpreter for two (2) hours for sixteen (16) meetings.	16	ea.	\$ _____	\$ _____
0002	Certified Residential Facilities Training (CRF) Sign Language Interpreter Services for three (3) training sessions for six (6) hours.	3	ea.	\$ _____	\$ _____
0003	CRF and Core Services Agencies (CSA) group meeting. Sign Language Interpreter Services – Twelve (12) meetings, two (2) hours per meeting	12	ea.	\$ _____	\$ _____
0004	Sign Language Quarterly Quality Counsel Meetings, Four (4) meetings for two to two and a half (2 to 2.5) hours each	1	ea.	\$ _____	\$ _____
0005	Sign Language Interpreting twenty-five (25) Training sessions for three to six (3 to 6) hours each training session at various DMH facilities and locations.	25	ea.	\$ _____	\$ _____
0006	Sign Language Interpreting Co-occurring State Incentive Grant (COSIG) four (4), Training Sessions four to five (4 to 5) hours each at the DMH Authority Location, at 64 New York Avenue, N.E.	4	ea.	\$ _____	\$ _____
0007	Estimated Travel Allowances per assignment.  _____ Print Name of Contractor  _____ Print Name of Authorized Person  _____ Signature of Authorized Person  _____ Title <span style="float: right;">Date</span>	12	ea.	\$ _____	\$ _____  <b>Total Cost</b>  \$ _____

## SECTION C

## DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

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## SECTION C

### SCOPE OF WORK

#### **C.1 SCOPE OF WORK:**

The District of Columbia Government, Department of Mental Health, Community Services Agency is seeking a certified, experienced vendor to provide scheduled Sign Language Interpreting and Translation services to the consumers of its Hearing Impaired and Mental Retardation programs and community. Provide unscheduled, as-needed interpreting services to staff, consumers and to the general public during community meetings, forums, medical appointments, counseling sessions, treatment sessions, medication counseling court proceedings, and other consumer related services.

The Department of Mental Health (DMH) has an immediate need for American Sign Language Interpreting services to assist the clinical and administrative staff in communicating with hearing impaired consumers and staff. It is expected that Offeror shall assist in servicing Department of Mental Health (DMH) in line with DMH and worker responsibilities shall include providing interpreting services related to case management responsibilities, internal and external meetings, as well as court proceedings.

- C.1.1 Offeror shall provide interpreting services for employee(s) of DMH. These services shall include, but are not limited to; qualified Sign Language and oral Interpreters. Offeror shall keep all assignment-related information strictly confidential. Offeror shall possess extensive knowledge and understanding of deafness, the deaf community, and/or deaf culture, which combined with excellent communication skills, can bring added expertise into both routine and uniquely difficult interpreting situations.
- C.1.2 Offeror shall use Sign Language or other communication modes that are effective with a particular deaf individual; and may use a combination of speech, speech reading, residual hearing, and written communication. Since, Sign Language interpreting is a highly specialized field; simply knowing both Sign Language and English does not qualify a person as an interpreter. Offeror personnel shall be able to adjust to a broad range of deaf clients or needs for interpretation. Some clients use American Sign Language, a natural language with its own grammar and structure that is distinct from English. Offeror's personnel are expected to work comfortably along this wide spectrum. Offeror shall be aware of and sensitive to ethnic/cultural and linguistic concerns.
- C.1.4 Offeror shall be legally responsible for its employees and shall maintain that relationship during the time its employees are assigned to DMH. Offeror shall recruit, test, hire, train, assign, pay, provide benefits and leave to, and as necessary, address performance problems, discipline, and terminate its employees.

Offeror shall be responsible for payroll deductions and payment of income taxes, social security (FICA), unemployment insurance, and worker's compensation, and any required liability insurance and bonding.

- C.1.5 DMH shall insure that no appearance of an employer-employee relationship is established with Offeror's employee. However, technical advice, assignment of task-related instructions, office orientation, and review of the temporary worker's work products are necessary to ensure that the temporary worker performs the required services.

## C.2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1	Printed materials	In the areas of cultural competence and the translation of mental health publication in a variety of language (e.g. Spanish, Amharic, Vietnamese, Chinese, French and Korean	Each session

### C.2.1 DEFINITIONS

- C.2.2 **Sign Language** – Sign Language is when a hearing person speaks; an interpreter shall render the speaker's meaning into the Sign Language used by the deaf party.
- C.2.3 **Interpreter** – An Interpreter is a person who converts a source language to a target language. The interpreter's function is conveying every semantic element (tone and register) and every intention and feeling of the message that the source-language speaker is directing to the target-language listeners.
- C.2.4 **Translation** – Translation is the transference of meaning from text to text (written, recorded sign), with the translator having time and access to resources (dictionaries, glossaries, etc.) to produce a faithful, true, and accurate document or verbal artifact.
- C.2.5 In fulfilling the required mandates stated in Title VI and DC Language Access Act of 2004 DMH is need of vendors to provide sign language interpretation and translation services (both foreign languages and Sign Language).

C.2.6 Services to be provided include:

1. Printing: Printing of brochures, newsletters, and flyers
2. Design and layout of brochures, newsletters, and flyers: In consultation with DMH staff Offeror shall provide design and layouts of brochures, newsletters, and flyers
3. Foreign language interpretation and translation: As per the request of DMH staff, Offeror shall provide on site interpretation and translation services in various languages.
4. English Language: As per the request of DMH staff, Offeror shall provide on site interpretation and translation services in English language.

**C.3 WORK TO BE PERFORMED**

C.3.1 Offeror shall provide multilingual interpreting services (Simultaneous and/or Consecutive) in native languages for meetings, conferences, seminars, litigation proceedings, briefings, training, escort and various forms of voice communication.

C.3.2 Type and Description of Sign Language Interpreting /Translation services:

- a. American Sign Language (ASL)
- b. Pidgin Signed English (PSE)
- c. Signed English, etc...
- d. Manually Coded English (MCE)
- e. Sign Language Transliteration
- f. Sign Language Interpretation
- g. Tactile or Deaf-Blind Interpretation/Transliteration
- h. Cured Speech Transliteration
- i. Oral Interpretation

**C.4 LOCATION OF WORK**

C.4.1 Services to be provided shall be rendered on various locations and at various times. DMH COTR shall provide specific instructions.

**C.5 BACKGROUND**

C.5.1 The Department of Mental Health, Office of Programs and Policy (OPP) is responsible for planning, implementing and overseeing a full array of community-based mental health services, in the least restrictive settings. These services are available to all residents of the District of Columbia. The OPP is committed to eliminating all language barriers to ensure that all residents, who are seeking help for mental illness, are served, including residence with limited English/no English proficiency and the hearing impaired.

**C.6 GENERAL REQUIREMENTS**

Offeror shall apply to one or more of the three (Sign Language Interpretation and Translation) services. Offeror shall apply the Sign Language Interpreting and/or Translation service shall meet a variety of requests such as, evaluations, assessments, treatment planning sessions, discharge planning and forms of active treatment. Offeror shall provide services in individual sessions with clinicians or in a group setting.

**C.6.1 LANGUAGE INTERPRETER REQUIREMENTS**

Offeror shall provide language interpreter services that are required for the hearing-impaired population and the population with a limited ability to speak, read and understand English.

**C.6.2 TRANSLATION/INTERPRETER REQUIREMENTS**

C.6.2.1 Offeror shall provide translation services of health care materials and educational related words from English into different languages, including vital and sensitive documents related to evaluations and assessments, treatment planning and care, consents, denials, approvals, confidentiality, and surveys.

C.6.2.2 Offeror shall provide translation interpreter services, which require for individual sessions with clinicians or in a group setting. Additionally, Offeror shall provide printed materials in the areas of cultural competence and the translation of mental health publications in a variety of languages (e.g., English, French, Spanish, Amharic, Vietnamese, Chinese and Korean).

C.6.2.3 Offeror shall provide translation interpreter services of vital documents, organize community meetings with leadership of the ethnic and linguistic minority providers, Offeror shall provide written materials in the area of cultural competence.

**C.7 THIS SECTION IS RESERVED FOR FUTURE USE****C.8 CSA SIGN LANGUAGE INTERPRETER REQUIREMENTS**

C.8.1 Offeror shall provide interpreter services that are required for the hearing-impaired population. These services shall be required on Tuesdays, Thursdays and Fridays from 10:00 AM until 2:00 PM and on Wednesdays from 9:00 AM until 1:00 PM. On occasion, the weekday shall be changed during unexpected emergencies. Scheduled services are not to exceed 16 hours per week or up to 390 hours through September 30, 2010. Services shall be mainly located at 35 K St., NE Washington, DC 20003. Unscheduled services shall not exceed 100 hours through September 30, 2010.

C.8.2 Offeror shall be responsible for providing their own transportation during these events. Signing assignments lasting longer than 1 ½ hours shall require two interpreters. No transportation charges shall be paid for services rendered within the DC Metropolitan area.

**C.9 MENTAL HEALTH AUTHORITY (MHA)/ST. ELIZABETH HOSPITAL (SEH) TRANSLATION INTERPRETER REQUIREMENTS**

C.9.1 Monthly Clinical Director and occasionally other meetings, or sixteen (16) meetings for two (2) hours per meeting at the DMH location, 64 New York Avenue, N.E., Washington, D.C. 20002

C.9.2 Certified Residential Facilities (CRF) Training, from 9:30 a.m. to 3:30 p.m. (6) hours for three (3) training sessions, scheduled for (TBD) the exact dates are yet to be determined. Location in the basement in the Chapel at St. Elizabeth's Hospital, 2700 Martin Luther King, Jr. Avenue, S.E., Washington, D.C. 20032.

C.9.3 CRF and Community Services Agencies (CSA) group meetings, from 9:30 to 11:30 a.m., at two (2) hours per session, scheduled monthly for twelve (12) meetings beginning in the month of TBD, the exact dates are yet to be determined.

C.9.4 Quarterly Quality Counsel Meetings, four (4) meetings for two (2) to (2.5) hours per meeting at the DMH location at 64 New York Avenue, N.E., Washington, D.C. 20002.

C.9.5 DMH Training Sessions, estimated at twenty-five (25) sessions for three (3) to (6) hours each at the DMH facilities and locations.

C.9.6 Offeror shall provide interpreter services to consumers that are admitted to the hospital for services and who cannot speak English. This may include any of the

**“THREE HOSPITAL SHIFTS”** as follows:

<b>SHIFT ONE</b>	<b>SHIFT TWO</b>	<b>SHIFT THREE</b>
<b>7:30 AM - 3:30 PM</b>	<b>3:30 PM -11:15 PM</b>	<b>11:15 PM -7:30 AM</b>

C.9.7 Sign Language Interpreting Co-occurring State Incentive Grant (COSIG) Training Sessions (4), for four (4) to five (5) hours each at the DMH Authority Location, at 64 New York Avenue, N.E. Washington, DC 20020.

**C.10 SPECIFIC REQUIREMENT**

C.10.1 Offeror shall assist in organizing layout and design of printing materials, translations in multiple languages and interpretation service for Community Forums on mental health services and issues.

C.10.2 Offeror shall demonstrate proficiency and the ability to accurately communicate information in English and in other languages.

C.10.3 Offeror shall be able to identify and employ the appropriate mode of interpreting (e.g., consecutive, summarization, or sight translation);

C.10.4 Offeror shall have knowledge of any particularized vocabulary and Phraseology used by the Limited English Proficiency person;

C.10.5 Offeror shall understand and follow DMH confidentiality and impartiality rules;

C.10.6 Offeror shall understand and adhere to their role as interpreters without deviating into a role as a counselor, legal advisor, etc.; and

C.10.7 Offeror shall allow DMH to provide service in a timely manner

C.10.8 Offeror shall be legally responsible for its employees and shall maintain that relationship during the time its employees are assigned to DMH. Offeror shall recruit, test, hire, train, assign, pay, provide benefits and leave to, and as necessary, address performance problems, discipline, and terminate its employees. Offeror shall be responsible for payroll deductions and payment of income taxes, social security (FICA), unemployment insurance, and worker’s compensation, and any required liability insurance and bonding.

C.10.9 DMH shall insure that no appearance of an employer-employee relationship is established with Offeror’s employee. However, technical advice, assignment of task-related instructions, office orientation, and review of the temporary worker’s work products are necessary to ensure that the temporary worker performs the required services.



## 1. Materials required

- a. Transcription
- b. Graphic Design/Layouts
- c. Printing
- d. Editing/Proofreading
- e. Document certification

## 2. Quantity required

- a. number of estimated words 2500 per day/per translator
- b. English Language to English: audio from digital files and tapes (regular, video and micro tapes), CD's and DVD's
- c. Foreign Language to English: audio from digital files and tapes (regular, video and micro tapes), CD's and DVD's.

**C.11 RATES for LANGUAGES**

**Prospective Offeror shall provide the following information:**

Category	Languages	Rates into English per hour of Transcription	Rates from English per hour of Transcription	Rates from per page of Transcription
A	Spanish			
B	Vietnamese			
C	Amharic			
D	Korean			
E	Chinese			
F	French			
G	Other languages on as needed basis (please list languages available)			

Interpreting Consecutive	Rates per hour/per word
English Language to English	
Foreign Language to English	
Interpreting Simultaneous:	Rates per hour/per word
English Language to English	
Foreign Language to English	

**C.12 ACCEPTANCE CRITERIA**

Certification for recognized education accredited institution

1. General Standards

- a. Offeror shall be able to demonstrate their ability in performing difficult assignments such as legal, medical, tactile, psychiatric, or highly technical/scientific.
- b. Offeror shall have at least a minimum of three years experience in specialized area of translation/interpretation.
- c. Offeror shall maintain Legal interpretation in DMH preliminary hearings, depositions trials, attorney/client meetings,
- d. Offeror shall assist and be able to work well with DMH, DCCSA, MHA and Language Access that hold advanced degrees in their respective fields

2. Specific Requirements:

- a. Offeror shall possess specialized knowledge of interpreting;
- b. Offeror shall have knowledge of judicial, medical, scientific or technical vocabulary and concepts depending on their specialized area;
- c. Offeror shall provide tactile signing that involves interpreting for consumers by providing manual signs into the consumer hands; and
- d. Offeror shall provide Medical Interpretation to assist clients with doctors' appointments, interpretation at MHA, DCCSA and SEH medical care facility.

3. Quality Assurance

- a. Offeror shall be able to demonstrate and determine the needs for assisting DMH, DCCSA, MHA and Language Access;
- b. Offeror shall be able to demonstrate and apply pertinent information required for each task assigned by DMH, DCCSA, MHA and Language Access; and
- c. Offeror shall be able to demonstrate their ability to review pertinent information and provide feedback on legibility, ambiguity of vital documents reviewed before submission to DMH, DCCSA, MHA and

Language Access.

4. Performance Monitoring Plan

DMH shall provide feedback on the quality of services rendered by the vendor, both on as needed and quarterly basis. To this end, while vendor is expected to render quality interpretation and translation services by instituting DMH quality control, DMH shall also be consulting with other persons to assess the quality of services provided by vendor.

**C.13 THIS SECTION IS RESERVED FOR FUTURE USE**

**C.14 DELIVERABLES**

Offeror shall provide translations services and printed materials. These services shall be used mostly by the Multicultural Services Division and for Special Community Forums. Specific requirements shall be provided to the Offeror that is awarded the Contract via a scheduled meeting with the Contracting Officer's Technical Representative (COTR).

**C.15 DELIVERABLE SCHEDULE**

1. Offeror shall provide Translation/Interpretation services:

Standard –

- More than five business days notice (Regular)
- Less than five business workdays notice
- Less than three business workdays notice

Specialized –

- More than five business days notice (Regular)
- Less than five business workdays notice
- Less than three business workdays notice

2. Prospective Offeror shall provide Delivery Details of Sign Language material (Service used – ex. Courier)

**C.16 STANDARD OF PERFORMANCE**

C.16.1 Offeror shall at all time, act in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Offeror shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

**C.17 ADVERTISING AND PUBLICITY**

C.17.1 Unless granted prior, express, written authority by the Contracting Officer, Offeror shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that the DMH endorses, recommends or prefers Offeror's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

**C.18 CONFIDENTIALITY**

C.18.1 Offeror recognizes and acknowledges that, by virtue of entering into this contract and providing services to DMH hereunder, Offeror may have access to certain information of DMH and its clients that are confidential. Offeror 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 DMH information. In the event of ambiguities under this clause, Offeror may seek guidance or clarification from the Contracting Officer, in writing.

**C.19 RIGHTS IN DATA**

C.19.1 Any data first produced in the performance of this contract shall be the sole property of the DMH. Offeror hereby acknowledges that all data, including, without limitation, computer program codes, produced by Offeror for DMH under this contract are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, Offeror hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.

C.19.2 Offeror agrees to give the DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. Offeror agrees not to assert any rights in common law or in equity in such data.

Offeror shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the DMH at such time as to review the intent to release such data to the public. The DMH shall not unreasonably withhold consent to Offeror's request to publish or reproduce data in professional and scientific publications.

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

**SECTION D**  
**PACKING AND MARKING**  
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**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 March 2007 (Attachment J.3).
- D.2** Offeror shall be responsible for all posting and mailing fees connected with the performance of this Contract.

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

**SECTION E**  
**INSPECTION AND ACCEPTANCE**  
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**SECTION E****INSPECTION AND ACCEPTANCE****E.1 CONSEQUENCES OF OFFEROR'S FAILURE TO PERFORM  
REQUIRED SERVICES**

- (a) Offeror shall be held to the full performance of the contract. The DMH shall deduct from Offeror's invoice or otherwise withhold payment for any non-conforming service as specified below.
- (b) A service task may be composed of several sub-items. A service task may be determined to be partially complete if Offeror satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from Offeror's invoice.
- (c) The DMH shall give Offeror written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

**E.1.2 Therefore:**

In the case of non-performed work, DMH:

- (a) Shall deduct from Offeror'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.
- (b) May, at its option, afford Offeror an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director, Contracting and Procurement/Agency Chief Contracting Officer and at no additional cost to the DMH.
- (c) May, at its option, perform the services by the DMH personnel or other means.

**E.1.3 In the case of unsatisfactory work, DMH:**

- (a) Shall deduct from Offeror'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 Offeror is afforded an opportunity to re-perform and satisfactory completes the work;
- (b) May, at its option, afford Offeror an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of Officer and at no additional cost to the DMH.



**E.2 TERMINATION FOR CONVENIENCE**

1. The DMH may terminate performance of work under this Contract for the convenience of the Government, in whole or, from time to time, in part, if the Director, Contracts and Procurement/Agency Chief Contracting Officer determine that a termination is in the Government's best interest.
2. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall terminate by delivering to Offeror a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination and, except as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, Offeror shall immediately proceed with the following obligations:
  - (a.) Stop work as specified in the notice.
  - (b.) Place no further subcontracts or orders except as necessary to complete the continued portion of the contract.
  - (c.) Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
  - (d.) Assign to DMH, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, all rights, titles, and interests of Offeror under the subcontracts terminated, in which case DMH shall have the right to settle or pay any termination settlement PROPOSAL arising out of those terminations.
  - (e.) With approval or ratification to the extent required by the Director, Contracts and Procurement/Agency Chief 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.
  - (f.) Transfer title, if not already transferred, and, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, deliver to DMH 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, and (ii) completed or partially completed plans, drawings, and information.
  - (g.) Complete performance of the work not terminated.
  - (h.) Take any action that may be necessary for the protection and preservation of property related to this Contract.

**E.3 TERMINATION FOR DEFAULT**

1. DMH may, subject to the conditions stated below, by written notice of default to Offeror, terminate this Contract in whole or in part if Offeror fails to:
  - (a) Perform the services within the time specified in this Contract or any extension; or
  - (b) Make progress so as to endanger performance of this Contract; or
  - (c) Perform any of the other material provisions of this Contract.
2. DMH's right to terminate this Contract may be exercised if Offeror does not cure such failure within 10 days (or such longer period as authorized in writing by the Contracting Officer) after receipt of the notice to cure from the Contracting Officer specifying the failure.
3. If DMH terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Director, Contracts and Procurement/Agency Chief Contracting Officer considers appropriate, supplies and services similar to those terminated, and Offeror shall be liable to DMH for any excess costs for those supplies and services. However, Offeror shall continue the work not terminated.
4. Except for default by SubOfferors at any tier, Offeror 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 Offeror. Examples of such causes include (1) acts of God, (2) fires or floods, (3) strikes, and (4) unusually severe weather. In each instance the failure to perform shall be beyond the control and without the fault or negligence of Offeror.
5. If the failure to perform is caused by the fault of a SubOfferor at any tier, and if the cause of the default is beyond the control of both Offeror and the SubOfferor, and without the fault or negligence of either, Offeror 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 Offeror to meet the required schedule.
6. If the contract is terminated for default, DMH may require Offeror to transfer title and deliver to DMH, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, any completed and partially completed supplies and materials that Offeror has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, Offeror shall also protect and preserve property in its possession in which CFSA has an interest.

7. Shall pay the contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DMH.
8. If, after termination, it is determined that Offeror was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of DMH.
9. The rights and remedies of DMH in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

**SECTION F**  
**DELIVERY and PERFORMANCE**  
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**SECTION F****DELIVERY AND PERFORMANCE****F.1 PERIOD OF PERFORMANCE (POP)**

Performance under this Solicitation shall be in accordance with the terms and conditions set forth herein and by any Modification made thereto. The Period of Performance under this Solicitation shall be Base year with Four Option Year periods. Option periods shall be exercised and renewed at the sole and absolute discretion of the Department of Mental Health (DMH), based upon favorable annual reviews and annual appropriated funding.

**F.2 DELIVERY OF DELIVERABLES**

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

**F.3 OFFEROR NOTICE REGARDING LATE PERFORMANCE**

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

**F.4 OPTIONAL PRE-BID CONFERENCE**

F.4.1 Optional Pre-Bid Conference shall be held on Thursday, April 30, 2009 at 11:00 AM in the Training Room located at 64 New York Avenue NE 4<sup>th</sup> floor Washington, DC 20002 Present at the conference shall be representatives from the DMH's, Contracts and Procurement Administration and the Office of Programs and Policies. The purpose shall be to discuss and clarify points of issue involving the Interpretation, Translations and Sign Language services.

F.4.2 Questions may be submitted in advance of the Pre-bidder's conference (Optional) via e-mail to [Samuel.Feinberg@dc.gov](mailto:Samuel.Feinberg@dc.gov) or Fax (202) 671-3395. Agencies and/or organizations planning to attend the Pre -Bidder's conference (Optional) are asked to please limit your organization representation to two (2) persons maximum. Pre-Bidder's Conference Attendance is "Optional".

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

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

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**SECTION G****CONTRACT ADMINISTRATION DATA****G.1 CONTRACT ADMINISTRATION**

Correspondence or inquiries related to this Contract or any Modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue – 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office/ (202) 671-3195  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**G.2 TYPE OF CONTRACT**

This shall be a Fixed Price contract. Offeror shall be remunerated at a fixed unit rate indicated in Section B for service performed. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed. This Contract shall be a “non-personal services contract”. It is therefore, understood and agreed that Offeror and/or Offeror’s employees: (1) shall perform the services specified herein as independent Offerors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the contract objectives. By accepting this order or contract Offeror agrees, that the District, at its discretion, after completion of order or contract period, may hire an individual who is performing services as a result of this order or contract, with restriction, penalties or fees.

**G.3 MODIFICATIONS**

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

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

DMH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this Contract beyond September 30, 2010, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until Offeror receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

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

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

**G.6 SUBMISSION OF INVOICE**

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

**G.7 CERTIFICATION OF INVOICE**

Contracting Officer's Technical Representative shall perform certification of Offeror's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.



**G.8 PAYMENT**

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

**G.9 RESPONSIBILITY FOR AGENCY PROPERTY**

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

**G.10 REQUEST FOR PROPOSAL SIGNATURE REQUIREMENTS**

G.10.1 Offeror shall ensure that the original signature of the Prospective Offerors identified in Section B – Schedule B Price/Cost Sheets and the Technical and/or Price proposals identified in Section L.1 of Offeror Technical and Price Proposal is signed in Blue Ink. DMH shall not under any circumstances accept any Technical and/or Price proposals 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 Offerors to submit a document with a signature (*e.g.* Section K.1 THROUGH K-10 Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement), only an original signature by an authorized negotiator, in Blue Ink shall be accepted by DMH.

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

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

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## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### **H.1 OFFEROR LICENSE/CLEARENES**

Offeror 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.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

##### H.2.1 Definitions

- (a) "Business Associate" shall mean Offeror.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
  - 1. A group of records maintained by or for DMH that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
  - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH,

information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.

- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

#### H.2.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subOfferor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information,

relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.

- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### H.2.3 Permitted Uses and Disclosures by Business Associate

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

#### H.2.4 Obligations of DMH

- (a) DMH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DMH in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) DMH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

#### H.2.5 Permissible Requests by DMH

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

#### H.2.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
  - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
  - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in Section H.2.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subOfferors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
- (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.2.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit DMH to comply with the Privacy Rule.

**H.3 COST OF OPERATION**

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

**H.4 LIQUIDATED DAMAGES**

H.4.1 When Offeror fails to perform the tasks required under this Contract, DMH shall assess Liquidated damages in an amount of one hundred and fifty dollars (\$150) per day against Offeror until such time Offeror has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

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



**SECTION I**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

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<b>CLAUSE No.:</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
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**SECTION I****CONTRACT CLAUSES****I.1 GOVERNING LAW**

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

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

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

**I.3** This Section is Reserved for Future Use.

**I.4 TIME**

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

**I.5** This Section is Reserved for Future Use.

**I.6 SUSPENSION OF WORK**

**I.6.1** the Director, Contracts and Procurement/Agency Chief Contracting Officer may order Offeror, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this Contract, or by the Director, Contracts and Procurement/Agency Chief 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.6.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Offeror, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.
- I.6.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before Offeror shall have notified the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

## **I.7 STOP WORK ORDER**

- I.7.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to Offeror, require Offeror 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 Offeror, and for any further period to which the parties may agree.
- I.7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Offeror 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 Offeror, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-3).
- I.7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, Offeror shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.
- I.7.4 If the stop-work order results in an increase in the time required for, or in Offeror's cost properly allocable to, the performance of any part of this Contract; and Offeror asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.

- I.7.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.7.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **I.8 ANTI-KICKBACK PROCEDURES**

### **I.8.1 Definitions:**

- I.8.1.1 “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Offeror, prime Offeror employee, subOfferor, or subOfferor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- I.8.1.2 “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- I.8.1.3 “Prime contract,” as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- I.8.1.4 “Prime Offeror” as used in this clause, means a person who has entered into a prime contract with the District.
- I.8.1.5 “Prime Offeror employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Offeror.
- I.8.1.6 “Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Offeror or subOfferor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- I.8.1.7 “SubOfferor,” as used in this clause, means any person, other than the prime Offeror, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Offeror or a higher tier subOfferor.

- I.8.1.8 “SubOfferor employee,” as used in this clause, means any officer, partner, employee, or agent of a subOfferor.
- I.8.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.8.2.1 Providing or attempting to provide or offering to provide any kickback;
- I.8.2.2 Soliciting, accepting, or attempting to accept any kickback; or
- I.8.2.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Offeror to the District or in the contract price charged by a subOfferor to a prime Offeror or higher tier subOfferor.
- I.8.3 Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.
- I.8.4 When Offeror has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, Offeror shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I.8.5 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Offeror withhold from sums owed a subOfferor under the prime contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Offeror shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

## **I.9 INSURANCE**

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

- I.9.1 Bodily Injury: Offeror shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.9.2 Property Damage: Offeror shall carry property damage insurance of a least (\$20,000) per occurrence.

- I.9.3 **Workers' Compensation:** Offeror shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and Offeror agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.9.4 **Employer's Liability:** Offeror shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.9.5 **Automobile Liability:** Offeror shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.9.6 All insurance provided by Offeror as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.10 ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority, which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this Contract by reference and made a part of the Contract:

- I.10.1 Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order).
- I.10.2 Sections A through J of this Contract.
- I.10.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007.
- I.10.4 Wage Determination No. 2005-2103 (Revision No.6, May 29, 2008).
- I.10.5 Best and Final Offer dated.
- I.10.6 Request for Proposal submission date.

I.10.7 Solicitation/Request for Proposal Number.

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

**SECTION J****LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>
J.1	Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (NHJ ) (Dixon Consent Order).
J.2	Sections A through J of this Contract Number: RM-09-RFP-082-BY4-OF
J.3	Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007.
J.4	Wage Determination No. 2005-2103 (Revision No.6, May 29, 2008).
J.5	Best and Final Offer (if Applicable).
J.6	Request for Proposal submission date (February 2009).
J.7	Solicitation/Request for Proposal Number RM-09-RFP-082-BY4-OF.

Offeror shall perform all services in accordance with the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 and incorporated herein by reference.

**DOCUMENTS ATTACHED SEPARATELY**

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



**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND**  
**OTHER STATEMENTS OF CONTRACTOR**

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

**K.1 TAX CERTIFICATION**

Each Prospective Offeror shall submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

**K.2 AUTHORIZED NEGOTIATORS**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.3 TYPE OF BUSINESS ORGANIZATION**

**K.3.1** The Prospective Offeror, by checking the applicable box, represents that

(a) It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ an individual,

\_\_\_\_\_ a partnership

\_\_\_\_\_ a nonprofit organization, or

\_\_\_\_\_ a joint venture; or

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

\_\_\_\_\_ an individual

\_\_\_\_\_ a joint venture, or

\_\_\_\_\_ a corporation registered for business in \_\_\_\_\_

(Country)

**K.4 EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Prospective Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Prospective Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Prospective Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Prospective Offeror also agrees to notify all perspective subOfferors, prior to execution of any contractual agreements, that the subOfferors are expected to implement Mayor's Order 83-265 in their own employment practices. The Prospective Offeror understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Prospective Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Prospective Offeror shall use DOES as the first source for recruitment and referral of any new employees. The Prospective Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Prospective Offeror to hire or train persons it does not consider qualified based on standards Offeror applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**K.5 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY**

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

Prospective Offeror: \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Prospective Offeror \_\_\_ has \_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Prospective Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subOfferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

**K.6 WALSH-HEALY ACT**

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **SHALL** be furnished:

(c) Regular Dealer

\_\_\_\_\_ The Prospective Offeror is a Regular Dealer.

\_\_\_\_\_ The Prospective Offeror is not a Regular Dealer.

(d) Manufacturer

\_\_\_\_\_ The Prospective Offeror is a Manufacturer.

\_\_\_\_\_ The Prospective Offeror is not a Manufacturer.

#### **K.7 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

#### **K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Prospective Offeror shall check one of the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_

#### **K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Prospective Offeror is considered to be a certification by the signatory that:

(c) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

1. those prices
2. the intention to submit a Contract, or
3. the methods or factors used to calculate the prices in the Contract;

- (c) The prices in this Contract have not been and shall not be knowingly disclosed by the Prospective Offeror, directly or indirectly, to any other Prospective Offeror or Competitor before Contract opening unless otherwise required by law; and
- (d) No attempt has been made or shall be made by the Prospective Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (e) Each signature on the offer is considered to be a certification by the signatory that the signatory;
1. Is the person in the Prospective Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

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

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(f) If the Prospective Offeror deletes or modifies subparagraph (a) (2) above, the Prospective Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.10 ACKNOWLEDGMENT OF AMENDMENTS**

Offeror acknowledges receipt of Amendment to the solicitation and related documents numbered and dated as follows:

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

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

## SECTION L

## INSTRUCTIONS CONDITIONS AND NOTICES TO CONTRACTORS

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**SECTION L****INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 CONTRACT AWARD****L.1.1 Most Advantageous to the District**

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

**L.1.2 Initial Offers**

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

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

L.2.1 One original and five (5) copies of the written Proposals shall be submitted in two parts, titled "Technical PROPOSAL" and "Price PROPOSAL". Each page shall be numbered, and labeled to include the Solicitation number and name of the Prospective Offeror, Stapled or bond Technical PROPOSAL shall be submitted with a minimum of five (5) pages and not to exceed the maximum of ten (10) pages, additional pages only for cost PROPOSAL and supporting documentation.

L.2.2 **Price Proposals shall be typewritten for each Contractual line item listed in Schedule B of Section B:** No whiteout, additional information, and/or cost detail information shall be included on the Schedule B Cost/Price sheet. Any information included in the Prospective Offeror's Price proposal submission other than what is requested shall be considered as "Non-Responsive" to the Request for Proposal (RFP) Solicitation. All information pertaining to the Schedule B Cost Price sheet shall be submitted on a separate sheet titled Price Proposal Justification of Prospective Offeror's Price Proposal submission.

L.2.3 **All Technical Proposals shall be typewritten in single space, single page** in the Times New Roman, and twelve (12)-point font size on 8.5" by 11" bond paper.

L.2.4 **Telephonic and telegraphic and/or Electronic Faxed Proposals shall "NOT" be accepted.** Each PROPOSAL shall be submitted in a sealed envelope conspicuously marked: "PROPOSAL in Response to Solicitation No. (Insert solicitation number, Title and name of Prospective Offeror)".

L.2.5 Prospective Offeror's are directed to the specific PROPOSAL evaluation criteria found in Section M of this Contract, **EVALUATION FACTORS FOR AWARD**. The Prospective Offeror shall respond to each factor in a way that shall allow the District to evaluate the Prospective Offeror's response. The Prospective Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical PROPOSAL shall facilitate evaluation and best value source selection for all Proposals.

The technical PROPOSAL shall contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work:

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

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

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

**L.3.1 PROPOSAL Submission**

Offeror shall apply to one or more of the three (Language, Translation and Sign Language) services. Proposals shall be submitted no later than **2:00 PM (est.)** on **Friday, May 15, 2009**. The Proposals, Modifications to Proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The PROPOSAL or Modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b. The PROPOSAL or Modification was sent by mail and it is determined by the ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

### L.3.2 Postmarks

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

### L.3.3 Late Modifications

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

### L.3.4 Late Proposals

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

## L.4 HAND DELIVERY OR MAILING OF PROPOSALS

### DELIVER OR MAIL TO:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracting and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Administration  
64 New York Avenue, NE, 4<sup>th</sup> Floor (Visitor Entrance)  
Washington, D. C. 20002  
(202) 671 -3171 – Front Desk

## L.5 OFFERORS QUESTIONS

If a Prospective Offeror has any questions relative to this Contract, the Prospective Offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Offeror shall submit questions no later than seven (7) calendar days prior to the closing date and time indicated for this Contract.

The District shall not consider any questions received less than seven (7) calendar days before the date set for submission of PROPOSAL. The District shall furnish responses promptly to all other Prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other Prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

**All Correspondence or inquiries related to this Contract or any Modifications shall be addressed to:**

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement/Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue – 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3171 – Office/ (202) 671-3195  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**L.6 FAILURE TO SUBMIT OFFERS**

Recipients of this Contract not responding with an offer should not return this Contract. Instead, they should advise the Director, Contracting and Procurement/ Agency Chief Contracting Officer, Samuel J. Feinberg, CPPO, CPPB, 64 New York Avenue, NE, 4th Floor, Washington, DC, 20002, 202-671-3188, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a PROPOSAL in response to this Contract. If a recipient does not submit an offer and does not notify the Director/ACCO, Department of Mental Health that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.7 PROPOSAL PROTESTS**

Any actual or Prospective Offeror, or Offeror who is aggrieved in connection with the solicitation or award of a contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial Proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial Proposals.

In procurements in which Proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this Contract, shall be protested no later than the next closing time for receipt of Proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the ACCO for the solicitation.

#### **L.8 SIGNING OF OFFERORS**

The Prospective Offeror shall sign the Offer in "**BLUE INK**" and print or type Offeror's authorized name and title in Section A, Section B and Section K of the **Solicitation, Offer and Award** form of this Request for Proposal (RFP). Erasures and/or other changes (e.g., **white out, white tape, marks, signature stamps or signature in any other color ink except Blue Ink**) to the Request for Proposal are "**Not Acceptable**". Offeror shall include additional information on the Price and Technical Proposal justification document. Offeror's signature by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

#### **L.9 UNNECESSARILY ELABORATE PROPOSALS**

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

#### **L.10 RETENTION OF PROPOSALS**

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

#### **L.11 PROPOSAL COSTS**

The District is not liable for any costs incurred by the Prospective Offerors' in submitting Proposals in response to this Solicitation.

#### **L.12 ACKNOWLEDGMENT OF AMENDMENTS**

The Prospective Offeror shall acknowledge receipt of any amendment to this Contract by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District shall receive the acknowledgment by the date and time specified for receipt of

offers. Prospective Offerors' failure to acknowledge an amendment may result in rejection of the offer.

### **L.13 ACCEPTANCE PERIOD**

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

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

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

### **L.15 LEGAL STATUS OF OFFEROR**

Each PROPOSAL shall provide the following information:

- L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.15.2 District of Columbia, if required by law to obtain such license, registration or certification. If the Prospective 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 Prospective Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.15.4 The District reserves the right to request additional information regarding the Prospective Offeror's organizational status.

**L.16 STANDARDS OF RESPONSIBILITY**

The Prospective Offeror shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the Prospective Offeror shall submit the documentation listed below, within five (5) days of the request by the District.

- L.16.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.16.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.16.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.16.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7 If the Prospective Offeror fails to supply the information requested, the ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the ACCO shall determine the Prospective Offeror to be non-responsible.

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

**SECTION M****EVALUATION FACTORS**

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## SECTION M

### EVALUATION FACTORS

#### **M.1 EVALUATION FOR AWARD**

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

#### **M.2 TECHNICAL RATING**

Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0 - 4	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
5 - 10	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
11-15	Acceptable	Meets requirements; only minor deficiencies which are correctable.
16- 20	Good	Meets requirements; no deficiencies.
21-25	Excellent	Exceeds most, if not all requirements; no deficiencies.

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

#### **M.3 TECHNICAL CRITERIA**

Applications shall be reviewed and scored according to the quality of the responses to the required sections. All supporting documentation shall be submitted with the application. Each application shall be scored on a 100 - point scale.

**M.3.1 PAST PERFORMANCE (25 POINTS)**

1. Please provide past experience and performance delivering sign interpretation and translation services to consumers in a Psychiatric or General Hospital setting in the District of Columbia or surrounding areas.
2. Please provide past experience and performance delivering sign interpretation and translation services to consumers who suffer from mental illness.
3. Please provide past experience and performance delivering sign interpretation and translation services to consumers from diverse cultural and religious backgrounds.

**M.3.2 STAFF AND ORGANIZATIONAL EXPERIENCE (25 POINTS)**

1. Please provide staff qualifications, experience, and any needed staff to fulfill the deliverables.
2. Please provide the credentials needed to provide Sign Language interpretation and translation services.

**M.3.3 SUPPORTING DOCUMENTATION (25 POINTS)**

1. Please provide a plan to report program activities

**M.3.4 PROPOSED IMPLEMENTATION OF SELECTED APPROACH (15 POINTS)**

1. Please provide the timeframe you needed to implement services.
2. Please provide any limitations, barriers for implement of services.

**M.4 PRICE CRITERIA****M.4.1 COST PROPOSAL CRITERIA (10 POINTS)**

- (1) Submission of budget and the narrative and justifications, existing resources, and other in-kind supports.
- (2) Specify training expenses, startup and implementation, administrative costs, salaries and benefits.
- (3) Narrative justification for each line item in the proposed budget, as well as descriptions for existing resources and supports.
  - A. the Price Evaluation shall be objective. The Prospective Offeror with the lowest cost/price shall receive the maximum price points. All other Proposals shall receive a proportionately lower total score.

- B. The following formula shall be used to determine each Offeror's evaluated cost/price score:

$$\frac{\text{Lowest cost/price Proposal} \times \text{weight}}{\text{Cost/price of Proposal being evaluated}} = \text{evaluated cost/price score}$$

**M.5 PREFERENCE** ( \_\_\_ Points)

**M.6 TOTAL POINTS** ( \_\_\_ Points)

**M.7 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

- a. Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone.

1. General Preferences

Under the provisions of D.C. Law 13.169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this Procurement is as follows:

1. Four percent reduction in the bid price or the addition of four points on a 100.point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
2. Three percent reduction in the bid price or the addition of three points on a 100.point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
3. Three percent reduction in the bid price or the addition of three points on a 100.point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
4. Two percent reduction in the bid price or the addition of two points on a 100.point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12.268 and in 27 DCMR 899, 39 DCR 9087.9088 (December 4, 1992).

Any prime Offeror that is a LBE certified by the LBOC shall receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime Offeror that is a DBE certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for Proposals submitted by the DBE in response to a RFP.

Any prime Offeror that is a RBO certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for Proposals submitted by the RBO in response to a RFP.

Any prime Offeror that is a business enterprise located in an enterprise zone shall receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for Proposals submitted by such business in response to a RFP.

**B. Preferences for Sub-Contracting in Open Market Solicitations with No LBE, DBE, RBO Sub-Contracting Set Aside**

The preferences for sub-Contracting in open market solicitations where there is no LBE, DBE or RBO sub-Contracting set aside are as follows:

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

For Example:

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

$$\frac{\text{Amount of subContract}}{\text{Amount of Contract}} \times 4* = \text{Points Awarded for Evaluating LSDBE Sub-Contracting}$$

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

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for Proposals submitted in response to a RFP. Any prime Offeror receiving the full bid price reduction or point addition to its overall score for a particular preference shall not receive any additional bid price reduction or points for further participation on a sub-Contracting level for that particular preference. However, the prime Offeror shall receive a further proportional bid price reduction or point addition on a different preference for participation on a sub-Contracting level for that different preference. For example, if a LBE prime Offeror receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime Offeror does not receive a further price reduction or additional points if such Offeror proposes sub-Contracting with an LBE. However, if this same LBE prime Offeror proposes sub-Contracting with a DBE, the LBE prime Offeror receives a further proportional bid price reduction or point addition for the DBE participation on the sub-Contracting level.

- A. Preferences for Open Market Solicitation with LBE, DBE or RBO Sub-Contracting Set Aside If the solicitation is an open market solicitation with LBE, DBE or RBO sub-Contracting set-aside, the prime Offeror shall receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for sub-Contracting by the prime Offeror with a LBE, DBE or RBO, even if the prime Offeror proposes LBE, DBE, or RBO sub-Contracting above the sub-Contracting levels required by the solicitation. However, the prime Offeror shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime Offeror subContracts with a business located in an enterprise zone. The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for Proposals submitted in response to a RFP.

B. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

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

C. Preference for joint Ventures Including Businesses located in an Enterprise Zone

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

Enterprise zone:

1. Offeror Submission for Preferences

- A. Any Offeror seeking to receive preferences on this solicitation shall submit at the time of, and as part of its bid or Proposal the following documentation, as applicable to the preference being sought:
  - (a) Evidence of Offeror's, sub-Offeror, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include:
- B. A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- C. A copy of the sworn notarized Self-Certification Form prescribed by the BOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia shall first be certified as LBEs before qualifying for certification.
- D. Evidence that Offeror or any subOfferor is located in an enterprise zone. In order for an Offeror to receive allowable preferences under this solicitation, Offeror shall include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its Proposal.

Refer to (<http://dslbd.dc.gov/>) for the Self-Certification Package. In order to receive any preferences under this solicitation, any Offeror seeking self-certification shall complete and submit the forms to:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001  
Web site: <http://dslbd.dc.gov>

All Offerors are encouraged to contact the Small and Local Disadvantaged Business Enterprises Certification Program at (202) 727-9000 if additional information is required on certification procedures and requirements.

Penalties for Misrepresentation - Any material misrepresentation on the sworn notarized self-certification form could result in termination of the Contract, Offeror's liability for civil and criminal action in accordance with the Act, D.C. Law 12.268, and other District laws, including debarment.

#### Small and Local Disadvantaged Business Enterprise Sub-Contracting

When a prime Offeror is certified by the Office of Small and Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime Offeror shall perform at least fifty percent (50%) of the Contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subContracts, fifty percent (50%) of the sub-Contracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578.5580 (July 24, 1992). By submitting a signed bid or Proposal, the prime Offeror certifies that it shall comply with the requirements of paragraph (a) of this clause.

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