

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

REQUEST FOR PROPOSALS

RM-09-RFP-064-BY4-DJC for Multicultural Services and Support

The Government of the District of Columbia, Office of the City Administrator, Department of Mental Health (DMH), is seeking a Vendor who is a Certified Provider of Mental Health Rehabilitative Services (MHRS) herein after referred to as the Vendor, to provide culturally and linguistically relevant mental health services and supports which are not Medicaid reimbursable to diverse families within the District of Columbia.

Opening Date: February 12, 2009

Closing Date: March 16, 2009

Closing Time: 2:00 PM EST

To obtain a hard copy of the Request for Proposals please contact Denise J. Carter, Contract Specialist, at:

**D.C. Department of Mental Health | Contracts and Procurement
Administration**

64 New York Avenue NE - 4th Floor Washington DC 20002

Tel: 202.671-3174 | Fax: 202.671-3395

denise.carter2@dc.gov

Or visit our website www.dmh.dc.gov to obtain a soft copy

Any and all questions pertaining to this solicitation must be submitted in writing to:

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4th FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 54	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: RM-09-RFP-BY4-064-DJC	
		5. DATE ISSUED: FEBRUARY 12, 2009	
		6. OPENING/CLOSING TIME: FEBRUARY 12, 2009 / MARCH 16, 2009 2:00 P.M. EST	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	
9. NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"			
10. INFORMATION CALL	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov

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OFFER (TO BE COMPLETED BY CONTRACTOR)

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

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

AWARD (To be completed by the DMH)

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

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

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B - SUPPLIES OR SERVICE AND PRICE

B.1 PURPOSE OF SOLICITATION

The Government of the District of Columbia, Office of the City Administrator, Department of Mental Health (DMH), is seeking a Vendor who is a Certified Provider of Mental Health Rehabilitative Services (MHRS) herein after referred to as the Vendor, to provide culturally and linguistically relevant mental health services and supports which are not Medicaid reimbursable to diverse families within the District of Columbia. These Multicultural Services and Supports are as described in the Scope of Work.

B.2 CONTRACT TYPE

B.2.1 This is an Indefinite Delivery Indefinite Quantity (IDIQ) Contract. The Contractor shall be compensated based on the prices for the units of services shown on Pricing Schedule B. Pursuant to the requirements of 27 DCMR § 2416.10 regarding the stating of guaranteed minimums and maximums for all IDIQ Contracts, the minimum guaranteed amount for this contract is \$1,000.00. The maximum guaranteed amount for Contract Line Item Number 0001 Multicultural Services and Supports for the Base Year and each Option shall be fifty (50) clients per month for Multicultural Services Support.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause.

B.3 ORDERING CLAUSE

The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule B.4 and Section C, Description/Specifications/Work Statement up to and including the maximum dollar value of each contract period. The District will order services or pay at least the minimum dollar value of \$1,000.00 per each Contract Period. Any order issued during the effective period of this contract and not completed within that period 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 same extent as if the order were completed during the contract's effective period.

B.4 PERIOD OF PERFORMANCE

B.4.1 The Period of Performance (POP) for this Contract shall be One Year from Date of Award with Four (4) One Year Option Periods. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

B.4 SCHEDULE B PRICING SHEET

NAME OF CONTRACTOR:					
SOLICITATION # RM-09-RFP-BY4-064-DJC					
CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT (Months)	UNIT PRICE Per Month	TOTAL AMOUNT
0001 (Base Year)	Contractor shall provide Multicultural Services and Supports in accordance with the Scope of Work herein.	50	12	\$ _____	\$ _____
0002 (Option Year Two)	Contractor shall provide Multicultural Services and Supports in accordance with the Scope of Work herein.	50	12	\$ _____	\$ _____
0003 (Option Year Three)	Contractor shall provide Multicultural Services and Supports in accordance with the Scope of Work herein.	50	12	\$ _____	\$ _____
0004 (Option Year Four)	Contractor shall provide Multicultural Services and Supports in accordance with the Scope of Work herein.	50	12	\$ _____	\$ _____

PRINT NAME OF CONTRACTOR

PRINT NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: BACKGROUND/OVERVIEW/SCOPE OF WORK**C.1 BACKGROUND**

At present, there are significant numbers of consumers of mental health services in the District of Columbia who speak English as a second language or are first or second generation immigrants to the United States. Unique supports are necessary to ensure that the mental health and related services provided are consistent with their cultural beliefs and values. The Government of the District of Columbia, Department of Mental Health (DMH) is committed to providing services for this population that are culturally competent and linguistically appropriate recognizing that some essential services and supports that accomplish this goal are not reimbursable by Medicaid and require alternate funding mechanisms. These services and supports are individualized, flexible, and designed to assist consumers who need culturally specific services to function effectively in the community. This Project is important to DMH because culturally and linguistically competent care increases consumer engagement and retention in services and results in better treatment outcomes. To this end, DMH proposes the use of local dollars to provide these culturally competent and linguistically appropriate services and supports that can not be reimbursed by Medicaid.

C.2 OVERVIEW

DMH is seeking a Prospective Provider of Mental Health Services (Vendor) that shall deliver non-Medicaid reimbursable Multicultural Services and Supports to Adults and Children and Youth seeking mental health services in the District of Columbia.

Based upon this Request for Proposal (RFP), DMH shall award one Contract that provides an Enrolled Consumer Per Month Rate on an annual basis for Multicultural Services and Supports for slots supporting up to 50 Adults and/or Children/Youth who speak English as a second language and/or who are first or second generation immigrants to the United States who need a Multicultural approach to treatment. The Vendor awarded this Contract as a result of this RFP shall provide non-Medicaid Reimbursable Services and Supports along with administrative and fiscal oversight. The Vendor is expected to manage these funds to ensure that the program participants achieve the stated outcomes.

As part of the RFP process all prospective Vendors shall be expected to submit an expected Enrolled Consumer Per Month Rate for non-Medicaid Reimbursable services. **The Enrolled Consumer Per Month Rate shall not be used to pay for services that are currently paid through Medicaid's Fee for Service program or through Medicaid's Managed Care Organizations (MCO).**

C.3 SCOPE OF WORK**C.3.1 Delivery of Services**

The successful Vendor awarded this Contract shall provide Multicultural Services and Supports for Adults and Children and Youth enrolled in and receiving services from a MHRS certified provider.

Adult or Children/Youth consumers who are eligible for Multicultural Services are those consumer who speak English as a second language or are first or second generation immigrants to the United States, and and/or have culturally-related service needs.

These services include:

- Facilitating linkages to essential social services
- Culturally relevant recreational and social activities
- Culturally specific treatment and intervention services
- Culturally relevant educational and vocational activities
- Transportation for non-Medicaid services
- Non-traditional and non-federally funded supports for housing, food and clothing
- Translation and interpretation services
- Assistance with Medicaid, Food Stamp, and TANF applications
- Non-Medicaid reimbursable Case Management activities
- Providing direct assistance and support to consumers for the purpose of ensuring that they receive culturally and linguistically relevant care from non-mental health providers

The successful Vendor who is awarded this Contract shall:

- Have a process to identify consumers who need Multicultural Services and Supports
- Include the Multicultural Services and Supports on the identified consumer's Individual Recovery Plan (IRP) or Individual Plan of Care (IPC).
- Provide documentation of the number of consumers who receive the services and a description of the service(s) rendered.
- Bill in eCura the Enrolled Consumer Per Month Rate for each day in which the enrolled consumer received Multicultural Services and Supports.

C.3.2 Service Management

The Vendor shall directly provide an array of non-Medicaid reimbursable services and supports to the target population. Medicaid funded services are accessed via the DMH-operated MHRS system. Non-Medicaid funded services include services paid under contracts between D.C. agencies and private providers. The Vendor shall assure these services are incorporated into the IRP or IPC and that existing Medicaid or MHRS reimbursed services are neither duplicative nor supplanted by local-dollar funded-services.

C.3.3 Responsibilities of Direct Service Staff

- C.3.3.1** Consumers Identified for Multicultural Services and Supports have their services and supports included on their IRP or IPC.
- C.3.3.2** Direct Service Staff provide the Multicultural Services and Supports and document the service type, duration and need in compliance with MHRS standards.
- C.3.3.3** Direct Service Staff must comply with all required documentation and data collection in support of the delivery of Multicultural Services and Supports.
- C.3.3.4** Direct Service Staff must document that all reasonable efforts are made to secure and maintain Medicaid eligibility for Medicaid eligible consumers.

C.3.4 Financial Management

- C.3.4.1** The agreed upon Enrolled Consumer Per Month Rate shall be billed for each month a Consumer is enrolled and provided Multicultural Services.
- C.3.4.2** The Enrolled Consumer Per Month Rate shall be used to fund any service or support that is not reimbursable by Medicaid including costs of administration, training and the development of new services for the target population.
- C.3.4.3** Funds shall not be used to fund Consumer housing.
- C.3.4.4** The Vendor shall provide for Audits of the expended Funds as part of their audit process and repayment of any audit disallowances.

C.3.5 Applicable Documents (RESERVED)

Item No.	Document Type	Title	Date
N/A	N/A	N/A	N/A

C.4 DEFINITIONS

The following definitions apply to this RFP

- 1) “Consumer” means a person who is eligible for and uses MHRS mental health services
- 2) “MHRS” means Mental Health Rehabilitation Services and refers to Medicaid reimbursable services in the DMH MHRS program
- 3) “Vendor” means a DMH certified provider of MHRS services
- 4) “Direct Service Staff” means case managers, community support workers, certified addictions counselors, and other provider staff who engage in direct service activities with consumers.

C.5 QUALIFICATIONS

C.5.1 DMH seeks proposals from a Vendor who is a Certified Provider of MHRS services, to provide Multicultural Services and Supports to Adults and Children and Youth who speak English as a second language and/or who have specific needs related to their status as a first or second generation immigrants to the United States.

C.5.2 The Vendor must have demonstrated expert knowledge/expertise in providing culturally and linguistically relevant treatment to the targeted population.

C.5.3 The Vendor must have extensive prior experience working directly with Adults and Children and Youth with serious and persistent mental illnesses or serious emotional disturbances, which require multicultural services and supports to be successful in community settings.

C.5.4 The Vendor must have extensive experience working with culturally diverse Consumers who may not be proficient in the English language.

D.C. Multicultural Services and Supports

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C.5.5 The Vendor must have the demonstrated capacity to initiate and implement Multicultural Service and Supports according to the time frame set forth by DMH.

C.5.6 The Vendor shall provide a workforce that reflects the cultural and linguistic diversity of the Consumers being served. Appropriate interpreter services must be provided, as needed, for Consumers who are not English language proficient.

C.6 DELIVERABLES

C.6.1 Program Requirements

C.6.1.1 The Vendor must ensure that appropriate consumers are identified for Multicultural Supports and Services.

C.6.1.2 The Vendor must ensure that each identified Consumer has their IRP or IPC modified to include the services and supports that are culturally and linguistically relevant, and non-Medicaid reimbursable.

C.6.1.3 The Vendor must ensure that the identified services and supports delivered to Consumers are culturally and linguistically competent.

C.6.1.4 The Vendor must ensure that documentation to support the delivery of Multicultural Services and Supports clearly describes the necessity for and the duration and scope of services delivered.

C.6.2 Staff Requirements

C.6.2.1 The Vendor shall ensure that an adequate number of Direct Service Staff are employed.

C.6.2.2 The Vendor shall ensure that adequate supervision of the Direct Service Staff occurs to support the delivery of Multicultural Services and Supports.

C.6.2.3 The Vendor shall ensure that employees performing services under the Contract resulting from this RFP have ongoing training and staff development.

C.6.2.4 The Vendor shall ensure a supportive workplace culture that works to retain high quality personnel who interact directly with Consumers and their families.

C.6.2.5 The Vendor shall ensure that the diversity of their workforce matches the diversity of the families served and that other aspects of culturally competent service delivery are implemented properly.

C.6.2.6 The Vendor shall ensure that staff understand and place high priority on delivering culturally and linguistically relevant services and supports.

C.6.2.9 The Vendor shall be responsible for maintaining a complete and accurate consumer record that documents the need for and the receipt of multicultural services and supports.

C.6.3 Maintain Accurate and Complete Case Record Files

C.6.3.1 The Vendor shall establish a unique case file for each Consumer. The file shall contain documentation in compliance with MHRS standards.

C.6.3.2 Case record files shall be examined as part of the project oversight. The Vendor must maintain up to date and complete case record files.

C.6.3.3 The Vendor shall ensure that work areas adequately comply with the Health Insurance Portability and Accountability Act (HIPAA) confidentiality requirements; case records must not be publicly accessible nor in a public area of the workplace.

C.6.3.4 The Vendor shall retain all case records and other documents consistent with District of Columbia Government/DMH regulations, at its cost. Service records in any form generated or arising from the use of State funds provided under the Contract resulting from this RFP are the sole and exclusive property of DMH.

C.6.4 Enter/Update Case Information into DMH Case Management Database

The Vendor shall be expected to complete fields in the eCura database including, but not limited to enrollment and authorization information. In addition, other information may be collected in databases, spreadsheets, or other electronic format.

C.6.5 Evaluation

On an Annual Basis the Vendor's performance shall be evaluated according to the following outcome categories.

- Facilitation of linkages to essential social services
- Provision of translation services for non-English speaking consumers
- Provision of culturally-specific services for consumers
- Education (literacy classes, GED preparation, college, vocational courses, etc)
- Linkage and follow-up with somatic medical care
- Success in meeting needs identified by Consumer
- Linkages with families when appropriate
- Client and family satisfaction
- Linkage and follow-up with substance abuse treatment
- Timely and accurate submission of required data and reports
- Maximizing Medicaid reimbursement

The actual definitions and performance measures shall be appended to the Contract resulting from this RFP after discussions with the Vendor. Evaluation methodology shall include data review, medical record review and interviews with Consumers and their families. The results of the evaluation shall be reported in an aggregate score which shall be used to improve quality and determine contract compliance.

C.6.6 Periodic Reporting

The Vendor shall be required to submit by the tenth of each month a written report in hard and soft copy that includes all Consumers receiving Multicultural Services and Supports and the number of encounters to provide translation, culturally specific services, linkage and support services per Consumer per month. On a quarterly and annual basis, the Vendor shall report on performance according to the above evaluation measures. DMH may require that the Vendor produce additional reporting on a schedule to be negotiated with the Vendor.

C.6.7 Fiscal Requirements

C.6.7.1 The Vendor must deliver Multicultural Services and Supports within the rate that is established in the Contract resulting from this RFP.

C.6.7.2 The Vendor's proposed budget must be fair and reasonable relating to the costs required to deliver culturally and linguistically relevant services for the number of Consumers to be served.

C.6.7.3 The Vendor shall maintain effective fiscal and program management in order to ensure cost effectiveness in the delivery of services and adherence to the established budget.

C.6.7.4 Expenditure of Enrolled Consumer Per Month funds shall include documentation that the Vendor has exhausted all other community resources for providing these services without expenditure of funding by Local Dollars and/or that the expenditure of Enrolled Consumer Per Month funds does not duplicate District dollars already obligated for the Consumer under a Contract through other District of Columbia Government Agencies.

SECTION D
PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

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

D.2 POSTAGE AND MAILING FEES

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

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

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E: INSPECTION AND ACCEPTANCE

E.1 GENERAL PROVISIONS

The inspection and acceptance requirements for the Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

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

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

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

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

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

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

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

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

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

E.2.5.1 Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform and satisfactory completes the work;

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

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

F.1.1 The District contemplates to award an Indefinite Quantity Indefinite Delivery Contract (IDIQ).

F.2 PERIOD OF PERFORMANCE

F.2.1 The Period of Performance (POP) for this Contract shall be One Year from Date of Award with Four (4) One Year Option Periods. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District shall extend the term of this Contract for a period of Four (4) One Year, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract, provided that District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. This is predicated on the Contractor receiving satisfactory Performance Evaluation Reviews. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DMH and subject to the availability of funds at the time of the exercise of the option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Agency Chief Contracting Officer prior to expiration of the Contract.

F.4.2 If the District exercises the option, the extended Contract shall be considered to include the option provision.

F.4.3 The price for the option period shall be as specified in the Contract.

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

SECTION G

CONTRACT ADMINISTRATION DATA

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G.1 INVOICE PAYMENT

G.1.2 The District shall make payments to the Contractor, upon the submission of proper invoices at the prices stipulated in this Contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract. If they bill through Ecura we don't need an invoice section and need to describe claims submission

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

G.2 INVOICE SUBMITTAL

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

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

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

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

Contract number and invoice number;

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

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

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

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

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

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 ASSIGNMENTS OF CONTRACT PAYMENTS

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

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

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

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

G.5 AGENCY CHIEF CONTRACTING OFFICER (ACCO)

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

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

G.6 AUTHORIZED CHANGES BY THE AGENCY CHIEF CONTRACTING OFFICER

- G.6.1** The Agency Chief Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Agency Chief Contracting Officer.

- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Agency Chief Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

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

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

Name: Denise Dunbar
Title: Mental Health Program Manager
 Child and Youth Services Division
Agency: Department of Mental Health
Address 64 New York Avenue, N.E., 4th Floor
 Washington, DC 20002
Telephone: (202) 673-7126

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

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

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 (Revision No. 6, May 29, 2008), issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor shall be entitled to an equitable adjustment.

H.3 PUBLICITY

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

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

H.4.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code section 2- 219.01 et seq. ("First Source Act").

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H.4.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this Contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“Contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The Contract Compliance Report for the Contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job opening listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

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

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

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

- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.4.6.

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

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

H.4.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the Agency Chief Contracting Officer shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Agency Chief Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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

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

H.5 **PROTECTION OF PROPERTY**

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

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

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

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

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

H.8 CONTRACTOR RESPONSIBILITIES

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

H.9 LIQUIDATED DAMAGES

H.9.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall assess Liquidated Damages in an amount of \$400.00 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

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

SECTION I
CONTRACT CLAUSES
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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

1.5.1 Mark the title page with the following legend:

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

1.5.2 If however, a Contract is awarded to this Vendor as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is

obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets).”

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

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

I.6 **RIGHTS IN DATA**

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

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

I.6.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs shall be either machine-dependent or machine-independent, and shall be general purpose in nature or designed to satisfy the requirements of a particular user.

I.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.6.5 Any data derived from the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of

the District; but, to the extent any such data shall not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District shall have released such data to the public.

I.6.6.1 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.6.6. Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer shall be transferred by the District;

I.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.6.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and,

I.6.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ (Contractor's Name) and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor shall not place any

legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.6.8

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

I.6.9

Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.6.10

For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated herewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.6.11

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

any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.6.13 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 **OTHER CONTRACTORS**

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

I.8 **SUBCONTRACTS**

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

I.9 **CONTINUITY OF SERVICES**

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

Furnish phase-out, phase-in (transition) training; and exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.10 **INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the Contract and within ten (10) calendar days

after being called upon by the District to do so and keep such insurance in force throughout the Contract period.

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

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

I.10.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

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

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

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

I.11 **EQUAL EMPLOYMENT OPPORTUNITY**

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

I.12 **ORDER OF PRECEDENCE**

A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending

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order of precedence priority the documents that are incorporated into this Contract by reference and made a part of the Contract:

1. Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order)
2. Contract Sections A through M of this Contract
3. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March, 2007 (Attachment J.1)
4. Wage Determination No. 2005-2103 (Revision No. 6, May 29, 2008)
5. Request for Proposal Number RM-09-RFP-064-BY4-DJC

This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written contract.

I.13

CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

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

SECTION J:
LIST OF ATTACHMENTS

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, March 2007
- J.2** Wage Determination No. 2005-2103 (Revision No. 6, May 29, 2008)
- J.3** Healthcare Insurance Portability and Accountability Act
- J.4** EEO information and Mayor Orders 85-85
- J.5** Tax Certification Affidavit
- J.6** First Source Agreement

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

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF VENDORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

K2.1 The Vendor, by checking the applicable box, represents that 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 Vendor is a foreign entity, it operates as:

- an individual
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification shall result in rejection of the Provider 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.

Vendor _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Vendor 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 shall benefit from this Contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) The Prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Vendor or competitor relating to:
 - (ii) the intention to submit a Contract, or

- (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The Prices in this Contract have not been and shall not be knowingly disclosed by the Vendor, directly or indirectly, to any other Vendor or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or shall be made by the Vendor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Vendor'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

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 Vendor'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.

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

K.7 TAX CERTIFICATION

Each Vendor must submit with its offer, a sworn Tax Certification Affidavit; EEO, Contractor's Affidavit of Responsibility and First Source Agreement as stated in Section J herein.

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked "Proposal in Response to Solicitation No. (insert solicitation number, title and name of Vendor)".

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

L.3 INFORMATIONAL CONFERENCE

There will be a Pre-Proposal Conference held on February 26, 2009 at 1:00 P.M. EST.

**Location: Department of Mental Health
64 New York Avenue, N.E.
Conference Room B - 4th Floor
Washington, DC 20002**

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

L.4.1 **Proposal Submission**

Proposal shall be submitted No Later than March 16, 2009 2:00 P.M. EDT to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-09-RFP-064-BY4-DJC

**Department of Mental Health
Attn: Denise J. Carter
Contracts and Procurement Administration
64 New York Avenue, N.E. 4th Floor
Washington, DC 20002**

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

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

L.4.2 **Withdrawal or Modification of Proposals**

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

L.4.3 **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

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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 Provider can furnish evidence from the postal authorities of timely mailing.

L.4.4 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 shall be accepted.

L.5.5 Late Proposals

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

L.5 EXPLANATION TO PROSPECTIVE PROVIDERS

If a prospective Vendor has any questions relative to this solicitation, the prospective Vendor shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Vendor shall submit questions no later than five (5) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than 5 calendar days before the date set for submission of proposal. The District shall furnish responses promptly to all other prospective Vendors. 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 Vendors. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Contracts and Procurement Administration, Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health, 64 New York Avenue, N.E., 4th Floor, Washington, DC 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a proposal in response to this Solicitation. If a recipient does not submit an offer and does not notify the Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health that future

solicitations are desired, the recipient's name shall be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.8 PROPOSALS WITH OPTIONS YEARS

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

L.9 PROPOSAL PROTESTS

Any actual or prospective Vendor or Contractor who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals

Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.10 SIGNING OF OFFERS

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

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

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

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

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

L.15 CERTIFICATES OF INSURANCE

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

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

L.16 **ACKNOWLEDGMENT OF AMENDMENTS**

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

L.17 **BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Vendors 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 Agency Chief Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Agency Chief Contracting Officer shall issue an additional request for best and final offers to all Vendors still within the competitive range.

L.18 **KEY PERSONNEL**

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

L.19 **ACCEPTANCE PERIOD**

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

L.20 **LEGAL STATUS OF VENDOR**

Each proposal must provide the following information:

L.20.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Vendor;

L.20.2 A copy of each District of Columbia license, registration or certification that the Vendor is required by law to obtain. This mandate also requires the Vendor to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Vendor is required by law to

make such certification. If the Vendor 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 Vendor shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.20.3 If the Vendor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.21 **FAMILIARIZATION WITH CONDITIONS**

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

L.22 **STANDARDS OF RESPONSIBILITY**

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

L.22.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

L.22.2 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.22.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

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- L.22.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

- L.22.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

- L.22.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

- L.22.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

- L.22.8** If the prospective Contractor fails to supply the information requested, the Director, Contracts and Procurement/Agency Chief Contracting Officer 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 Contracting Officer shall determine the prospective Contractor to be non-responsible.

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

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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract shall be awarded to the responsive/responsible Vendor whose offer is most advantageous to the District, based upon the evaluation criteria specified below.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
49 and Below	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
50-59	Poor	Marginally meets minimum requirements; major deficiencies which shall be correctable
60-69	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which shall be correctable.
70-79	Acceptable	Meets requirements; minor deficiencies which shall be correctable.
80-89	Good	Meets requirements and exceeds some requirements; no deficiencies
90-100	Excellent	Exceeds most, if not all requirements, no deficiencies.

M. 3 EVALUATION STANDARDS

Selection of Vendors for Contract awards shall be based on an evaluation of proposals against the following factors:

M.3.1 TECHNICAL CRITERIA

Business Capability

(90 POINTS)

POINTS

A. Vendor demonstrates expert experience and past performance delivering Multicultural Services and Supports to culturally and

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linguistically diverse adults and children and youth populations in the District of Columbia.

B. Vendor demonstrates detailed program plan outlining what Multicultural Services and Supports will be delivered to a culturally and linguistically diverse population. 25

C. Vendor demonstrates detailed program plan outlining how consumers will be identified for Multicultural Services and Supports, and the service delivery strategy to be used to deliver those services and supports. 25

D. Vendor demonstrates plan to collect and analyze information to report program activities and program effectiveness in meeting required performance measures. 15

M.3.2 PRICE/COST (10 POINTS)

The price evaluation shall be objective. The Vendor with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Vendor’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.3.3 PREFERENCE (0-12 POINTS)

M.3.4 TOTAL (0-112 POINTS)

M.4 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATION

M.4.1 Preference for Subcontracting to Open Market solicitations with No LBE, DEB, RBO Subcontracting Set Aside

M.5 Preferences for Local Businesses, Disadvantaged Businesses, Resident-Owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

M.5.1 Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

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M.5.2 For evaluation purposes, the District shall award the following additional points to the Offeror's overall score:

- M.5.2.1 Three (3) points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.2.2 Three (3) points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.3 Ten (10) points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.4 Two (2) points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.5 Two (2) points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.2.6 Two (2) points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.3 Maximum Preference Awarded

Notwithstanding the availability of the preferences set forth in Section M.4 of this solicitation, the maximum total preference for an Offeror's proposal submitted by a certified business enterprise under the Act for this solicitation is the addition of twelve (12) total points on a 100-point scale. There shall be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.5 Vendor Submission for Preferences

- M.5.5.1 A vendor seeking to receive preferences on this solicitation must submit at the time of its proposal the following documentation, as applicable to the preference being sought:
 - M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
 - M.5.5.1.2 Evidence of the vendor's or joint venture's certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the certification from the DSLBD.

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M.5.5.1.3 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development

Attn: LSDBE Certification Program

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

Washington, DC 20001

M.5.5.1.4 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

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

Vendors interested in becoming certified under the different programs should contact the following for a certification package.

Department of Small and Local Business Development

ATTN: Certification Program

441-4th Street, N.W, Suite 970N

Washington, D.C. 20001

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