

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

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 45</b> 3. CONTRACT NUMBER:  4. SOLICITATION NUMBER: <b>RM-11-RFQ-060-BY0-VM</b> 5. DATE ISSUED: <b>January 24, 2011</b> 6. OPENING/CLOSING TIME: <b>February 10, 2011 at 2:00 P.M.</b>
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7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFQ)	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

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

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **30** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

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

**AWARD** (To be completed by the DMH) IMPORTANT NOTICE: AWARD WILL 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: <b>Samuel J. Feinberg, CCPO, CPPB Director, Contracts and Procurement Adm. Agency Chief Contracting Officer</b>	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:



**PART 1- THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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## **SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The Government of the District of Columbia, Department of Mental Health (DMH), is seeking a Contractor to develop a disaster mental health training program for emergency mental health responders. The District's training program shall be designed to meet basic competencies in disaster mental health response for emergency mental health responders to include DMH's staff, private provider network staff and volunteers. The selected Contractor shall deliver a curriculum and provide training that is consistent with DMH's All Hazards Response Plan. Each course shall consist of no more than 60 participants.

The training is intended for mental health professionals and others who may be called upon to provide early psychological intervention in the wake of a disaster whether natural or a terrorist attack, and/or other violent or traumatic events. The program addresses the critical knowledge areas and skills that will allow the emergency mental health responders to work with the public health, law enforcement and emergency management systems in addressing the mental health consequences of such events.

The training introduces and shall be consistent with the Federal Emergency Management (FEMA) and Substance Abuse Mental Health Services Administration (SAMHSA) model of community crisis intervention. The training is intended to prepare disaster mental health responders to provide for and respond to the psychological needs of residents across the continuum of disaster preparedness, response and recovery.

Participation in this training is a mandatory requirement to be a Mental Health Response Team Member.

#### **C.1.1 Applicable Documents**

The following documents are applicable to this procurement and incorporated by the reference below:

Item No.	Name	Version
1	Training Manual for Mental Health and Human Service workers in Major Disasters (Publication No. SMA96-0538) <a href="http://www.mentalhealth.samhsa.gov">http://www.mentalhealth.samhsa.gov</a>	Most Recent Version January, 2000
2	Field Manual for Mental Health and Human Services Workers in Major Disasters, DHHS (SAMHSA CMHS) (Publication No. ADM 90-537) <a href="http://www.mentalhealth.samhsa.gov">http://www.mentalhealth.samhsa.gov</a>	Most Recent Version January, 2000
3	DMH Training Plan	January, 2011
4	DMH's All Hazards Response Plan	Most Recent Version August, 2010

**C.2 DEFINITIONS**

**C.2.1 N/A**

**C.3 BACKGROUND**

**C.3.1** Mental health intervention is a valued dimension of immediate and long-term disaster response. Psychological recovery is recognized as a focus for relief efforts, along with repairing homes and rebuilding bridges. In addition, emergency responders, disaster workers, and community members now receive mental health support following most large-scale disasters.

**C.3.2** DMH's All Hazards Response Plan (AHRP) has identified a need to provide Mental Health training on disaster mental health response for the staff of DMH, its provider network, response partners and volunteers. In the event of a mass casualty or mass fatality and/or other violent or traumatic events in the District of Columbia, DHA will provide disaster mental health services to survivors, their families and first responders. In such an event, there will be an overwhelming need for psychological first aid, mental health rapid assessment and basic crisis counseling as appropriate. To meet this identified need the Department of Mental Health is seeking the assistance of a Contractor to develop a training program that will meet the basic elements of disaster mental health response during a mass casualty and mass fatality event.

#### **C.4 CONTRACTOR REQUIREMENTS**

**C.4.1** The Contractor shall have demonstrated experience in providing technical assistance and training services to a diverse guidance of mental health professionals. The Contractor shall submit documentation of experience performing similar projects.

#### **C.5 DISATER MENTAL HEALTH TRAINING PROGRAM**

**C.5.1** The Contractor shall develop a disaster mental health training program for emergency mental health responders to include DMH' s staff, private provider network staff and volunteers. This training program shall be designed to meet basic competencies in disaster mental health response. The Contractor shall select and deliver a curriculum that is consistent with the DMH Training Plan and Skills/Training Requirements of Emergency Response Teams that include the following topics:

- a. Psychological First Aid (PFA) for special populations, i.e., children, seniors, people with serious and persistent mental illness, cultural and ethnic groups – 8 hours.
- b. Mental Health Rapid Assessment and Triage – 4 hours.
- c. Basic Crisis Counseling – 8 hours.
- d. Mental Health Support in Sheltering – 4 hours.
- e. Suicide Prevention in the aftermath of a Disaster – 4 hours.
- f. Stress Management and Self Care – 4 hours.
- g. Substance Abuse during a Mass Casualty Event 8 hours.

The Contractor shall conduct face-to-face training on five separate days on-site at a specified facility during a period not to exceed May 15, 2011. **Two half day classes may be given on the same day in May 2011.** All courses shall be developed for a maximum of 60 participants.

- C.5.2** Contractor shall conduct targeted outreach to DMH private provide network to encourage participation in training events.
- C.5.3** Contractor shall develop a curriculum for each course and provide to DMH electronic copies for approval prior to administering the course.
- C.5.4** Contractor shall to participants all training materials, including agenda, presentation, and supporting educational materials for each course.
- C.5.5** Contractor shall develop advertisement flyers for each course and send electronically to DMH for approval.
- C.5.6** Contractor shall develop and administer a pre and post-test for each training course.
- C.5.7** Contractor shall include in the initial response to this solicitation the trainer/s vitae for processing of CEU request.

**C.6 REPORTING REQUIREMENTS**

- C.6.1** Contractor shall develop a work plan for accomplishing all requirements according to the schedule below.
- C.6.2** Contractor in coordination with DMH shall develop a training schedule for all sessions to include date and time.

**C.7 DELIVERABLES**

<b>CLIN</b>	<b>Deliverables</b>	<b>Quantity</b>	<b>Format</b>	<b>Due Date</b>
C.5.1	Work Plan for completion of Training	1 final	1 electronic	Two weeks after award
C.5.2	Outreach to DMH private provider network	1 draft	1 electronic in MS Word and 3 hard copies	Two weeks after Work Plan Deliver
C.5.3	Draft curriculum including training materials, including agenda, presentation, and supporting educational materials	1 draft	1 electronic in MS Word and 3 hard copies	15 days prior to each training
C.5.3	Final curriculum	1 final	1 electronic in	1 week prior

Disaster Mental Health Responder Training Program  
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	including training materials, including agenda, course presentation, and supporting educational materials		MS Word and 3 hard copies	to each training
C.5.5	Advertisement flyers	1 final	1 electronic in MS Word 2003, 5 hard copies	15 days before each training
C.5.6	Pre and post tests for each training course	1 final	1 electronic in MS Word 2003; 5 hard copies	15 days before each training
C.6.1	Training schedule for training sessions	1 final	1 electronic in MS Word 2003; 5 hard copies	10 days after Contract award
C.6.2	Disaster Mental Health Training Curriculum	1 final	1 electronic in MS and 3 hard copies	May 15, 2011



**PART 1- THE SCHEDULE**

**SECTION D**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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**SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- D.2** The Contractor shall be responsible for all posting and mailing fees connected with the performance of this contract.

**END OF SECTION D**

**PART 1 – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by clause number six (6), Inspection of Supplies and clause number seven (7), 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 J1.

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

- (a) The Contractor shall be held to the full performance of the contract. DMH shall deduct from the Contractor'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 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.
- (c) The DMH 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.

Therefore:

1. In the case of non-performed work, the DMH:
  - (a.) 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.
  - (b.) 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, 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.
- (2.) In the case of unsatisfactory work, the DMH:
- (a.) 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;
  - (b.) 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, Contracting and Procurement/Agency Chief Contracting Officer and at no additional cost to the DMH.

### **E.3 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 the Contractor 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, the Contractor 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 the Contractor 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.4 TERMINATION FOR DEFAULT**

1. DMH may, subject to the conditions stated below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor 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 the Contractor 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 the Contractor shall be liable to DMH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.

4. Except for default by Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God, (2) fires or floods, (3) strikes, and (4) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
5. If the failure to perform is caused by the fault of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
6. If the contract is terminated for default, DMH may require the Contractor 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 the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall also protect and preserve property in its possession in which DMH has an interest.
7. DMH 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 the Contractor 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.

**E.5 SUSPENSION OF WORK**

**E.5.1** The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the 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.

**E.5.2** No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

**E.5.3** A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the 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.

**E.6 STOP WORK ORDER**

**E.6.1** The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.



- E.6.2** The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).
- E.6.3** If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The 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.
- E.6.4** If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the 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.
- E.6.5** 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.
- E.6.6** 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.

**END OF SECTION E**

**PART 1 – THE SCHEDULE**  
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**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT TYPE**

The District contemplates awarding Fixed Price Contract.

**F.2 PERIOD OF PERFORMANCE (POP)**

**F.2.1** The Period of Performance for this Contract shall be Date of Award through May 15, 2011.

**F.3 NOTICE REGARDING LATE PERFORMANCE**

**F.3.1** In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this contract, or in meeting any other requirements set forth in this contract, the Contractor shall immediately notify the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the DMH.

**PART 1 – THE SCHEDULE**  
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**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

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

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

**G.2 INVOICE SUBMITTAL**

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

**Department of Mental Health  
64 New York Ave., N.E., 5<sup>th</sup> Floor  
Washington, DC 20002  
Attn: Accounts Payable**

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

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

Contract number and invoice number;

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

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

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

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

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

Authorized signature

**G.3 ASSIGNMENTS OF CONTRACT PAYMENTS**

- G.3.1** In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution
- G.3.2** Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.
- G.3.3** 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.4 AGENCY CHIEF CONTRACTING OFFICER (ACCO)**

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

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

**G.5 AUTHORIZED CHANGES BY THE AGENCY CHIEF CONTRACTING OFFICER**

- G.5.1** The Agency Chief Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.
- G.5.2** 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.5.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

**G.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.6.1** The COTR is responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract. The COTR for this Contract is:

Name: Julia Maxwell  
Title: Director of Mental Health Disaster Services  
Agency: D.C. Department of Mental Health  
Address: 64 New York Avenue, N.E., 4<sup>th</sup> Floor  
Washington, D.C. 20002  
Telephone: (202) 671-0347

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

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

**END OF SECTION G**



**PART 1 – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 LIQUIDATED DAMAGES**

**H.1.1** When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director Contracts and Procurement/Agency Chief Contracting Officer shall be in an amount of \$600.00 per day where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

**H.1.2** When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said Contract to a qualified and responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provision, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

### **H.2 CONTRACTOR RESPONSIBILITIES**

**H.2.1** Contractor is to perform under the required "Scope of Work" and in accordance with the terms and conditions of this solicitation.

### **H.3 COST OF OPERATION**

**H.3.1** All costs of operation under this contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

## **H.4 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

### **H.4.1 Definitions**

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
  - 1. A group of records maintained by or for DMH that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
  - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
    - (d) 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).
    - (e) 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.
    - (f) "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.

- (g) "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.
- (h) "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 .
- (i) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

#### **H.4.2** 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.4.
- (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.4.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of DMH or an Individual, and in the time and manner prescribed by the

Director, Contracts and Procurement/Agency Chief Contracting Officer.

- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

#### **H.4.3 Permitted Uses and Disclosures by Business Associate**

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.4, 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.4, 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.4, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the

Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Section H.4, 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.4.4** *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.4.5** Permissible Requests by DMH

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

#### **H.4.6** 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.4 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.4.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
  - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

#### **H.4.7** Miscellaneous

- (a) Regulatory References. A reference in this Section H.4 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.4 from time to time as is necessary for DMH to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.4.6 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.4 shall be resolved to permit DMH to comply with the Privacy Rule.

#### **H.5** DEPARTMENT OF LABOR WAGE DETERMINATIONS

**H.5.1** The Contractor shall be bound by the Wage Determination No. 2005-2103 Revision No. 8, dated 05/26/09, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

#### **H.6** PUBLICITY

**H.6.1** The Contractor shall at all times obtain the prior written approval from the Director/ACCO before it, 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.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

**H.7.1** During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

**H.8.1** During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 *et seq.*

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

**H.9.1** Except as described in H.10.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

**H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.9.4** The Department of Employment Services may adjust the living wage annually and the District’s Office of Contracting and Procurement shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov). If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment and the Contractor may be entitled to an equitable adjustment.

**H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.9 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.9 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the

subcontractor to post the Notice in a conspicuous place in its place of business.

**H.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence

Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.9.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.10 FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.10.1** The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement, Attachment J.4, executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods, if any.

**END OF SECTION H**

**PART 1 – THE SCHEDULE**

**SECTION I**

**SPECIAL CONTRACT REQUIREMENTS**

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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 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

- I.3.1** Any Contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Agency Chief Contracting Officer.

### **I.4 CONFIDENTIALITY OF INFORMATION**

- I.4.1** All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.5 TIME**

- I.5.1** Time, if stated in a number of days, shall include Saturdays, Sundays, and Holidays, unless otherwise stated herein.

### **I.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

- I.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

**1.6.2** 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.

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

**1.6.4** 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."

**1.7** **RIGHTS IN DATA**

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

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

- I.7.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.7.4** 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.7.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.7.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

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

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

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

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

**I.7.7** The restricted rights set forth in section I.6.6 are of no effect unless

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

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name)  
and

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

**I.7.8** In addition to the rights granted in Section I.7.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without



acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.7.9** Whenever any data, including computer software, are to be obtained from a sub-Contractor under this Contract, the Contractor shall use Section I.7 in the sub-Contract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that sub-Contractor data or computer software which is required for the District.
- I.7.10** For all computer software furnished to the District with the rights specified in Section I.7.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.7.5. For all computer software furnished to the District with the restricted rights specified in Section I.7.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.7.11** 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.7.12** 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.7.13** Paragraphs I.7.6, I.7.7, I.7.8, I.7.11 and I.7.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

**I.8 OTHER CONTRACTORS**

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

**I.9 SUBCONTRACTS**

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

**I.10 CONTINUITY OF SERVICES**

**I.10.1** The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.10.2** Furnish phase-out, phase-in (transition) training; and

**I.10.3** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.11 INSURANCE**

**I.11.1** 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.11.1** 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.11.2** Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.11.3** 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.11.4** Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.11.5** 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.11.6** All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the Agency Chief Contracting Officer within fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.12 EQUAL EMPLOYMENT OPPORTUNITY**

- I.12.1** In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by equal employment requirements.

**I.13 ORDER OF PRECEDENCE**

- I.13.1** 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 order of priority the documents comprising this Contract that are incorporated by reference and are a part of the Contract:
- I.13.2** Consent Order dated December 12, 2003 in Dixon, et al. v. Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order) (Attachment J.3) (if appropriate).
- I.13.3** Contract Sections A through J of a subsequent Contract which number shall be Contract Number RM-11-C-060-BY0-VM once awarded.
- I.13.4** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, March 2007.
- I.13.5** Wage Determination No. 2005-2103 (Revision No. 8, May 26, 2009).
- I.13.6** The Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements shall be merged herein and shall not provide a basis for modifying or changing the written Contract.

**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** Tax Certification Affidavit
- J.3** Wage Determination, Revision 8 dated May 26, 2009
- J.4** First Source Agreement, as applicable
- J.5** EEO Certification, as applicable