



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

**REQUEST FOR QUOTATION
HOSPITAL BUSINESS OPERATIONS SUPPORT SPECIALIST
RM-12-RFQ-044-BY4-HBOSS-OF**

The Department of Mental Health, Office of Programs and Policies (OPP) is seeking an experienced Contractor to serve as the Hospital Business Operation Support Specialist for the ongoing implementation, maintenance and support of the Avatar System - The Hospital's electronic medical records.

Opening Date: Monday, October 31, 2011
Closing Date: Thursday, November 17, 2011
Closing Time: 2:00 PM EST.

Please contact Contracts Specialist O'Linda Fuller, MBA @ 202 671-3179 or address: 609 H Street NE, 4th Floor Washington, D.C. 20002, or email Olinda.fuller@dc.gov to obtain a copy of the RFQ.

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 604 H STREET NE, 4TH FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 55
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-12-RFQ-044-BY4-HBOSS-OF
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: October 31, 2011/ November 17, 2011 @ 2:00 PM EST.
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFQ)	8. DISCOUNT FOR PROMPT PAYMENT: N/A	
NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"		

10. INFORMATION CALL	NAME: Samuel J. Feinberg Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3171	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: N/A	DATE:-
			N/A	
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) IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

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

SECTION B
SUPPLIES OR SERVICES AND PRICE

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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

The Department of Mental Health, Saint Elizabeths Hospital (SEH), is seeking an experienced contractor to serve as the Hospital Business Operation Support Specialist for the ongoing implementation, maintenance and support of the Avatar system- the Hospital's electronic medical records.

B.2 CONTRACT TYPE

The District of Columbia is seeking to Award a Fixed Labor-Hour Contract shall be for a Base Year from Date of Award through One Year (365 days) including Four (4) One Year Option Periods. The Exercise of Option Years is subject to the availability of funds at the time of the Exercise of Options reference in Section F.1.

B.3 ORDERING PROCEDURES

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

SCHEDULE B – PRICING SCHEDULE

B.1 BASE YEAR

Hospital Business Operations Support Specialist						
Contract Line Item Numbers (CLIN)	Description	Estimated Number of Employees	Estimated Number of Hours per Employee	Estimated Number of Employees X Estimated Number of Hours per Employee	Hourly rate	Estimated Total
0001	Hospital Business Operations Support Specialist	1	2000	2000	\$	\$
Grand Total						\$

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Principal

Title

Date

B.2 OPTION YEAR ONE

Hospital Business Operations Support Specialist						
Contract Line Item Numbers (CLIN)	Description	Estimated Number of Employees	Estimated Number of Hours per Employee	Estimated Number of Employees X Estimated Number of Hours per Employee	Hourly rate	Estimated Total
0001	Hospital Business Operations Support Specialist	1	2000	2000	\$	\$
Grand Total						\$

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Principal

Title

Date

B.2 OPTION YEAR TWO

Hospital Business Operations Support Specialist						
Contract Line Item Numbers (CLIN)	Description	Estimated Number of Employees	Estimated Number of Hours per Employee	Estimated Number of Employees X Estimated Number of Hours per Employee	Hourly rate	Estimated Total
0001	Hospital Business Operations Support Specialist	1	2000	2000	\$	\$
Grand Total						\$

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Principal

Title

Date

B.2 OPTION YEAR FOUR

Hospital Business Operations Support Specialist						
Contract Line Item Numbers (CLIN)	Description	Estimated Number of Employees	Estimated Number of Hours per Employee	Estimated Number of Employees X Estimated Number of Hours per Employee	Hourly rate	Estimated Total
0001	Hospital Business Operations Support Specialist	1	2000	2000	\$	\$
Grand Total						\$

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Principal

Title

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

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SECTION C

SCOPE OF WORK

C.1 SCOPE OF WORK

The Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of an experienced contractor to serve as a Business Operations Support Specialist for a specific information technology project. The Contractor will work closely with members of the SEH and Department of Mental Health (DMH) staff.

C.2 WORK TO BE PERFORMED

- C.2.1 Contractor shall serve as the Hospital Business Operations Support Specialist for implementation and ongoing support of the Avatar system. The contractor must provide these services during the regular tour of duty of Monday - Friday for an eight hour period between 7AM to 6 PM.
- C.2.2 Contractor shall assist in the preparation, development, completion, and submission of all required documents associated with the implementation and operational phases of the Avatar as they pertain to training and training requirements. Documents include, but are not limited to the System Functional Requirements Documents, and required Hospital deliverables, and all other related documentation. Provide ongoing system analysis support for developers and users.
- C.2.3 Contractor shall conduct database searches to identify potential application problems; coordinate activities related to Avatar data to ensure accuracy, system performance efficiency and data integrity; coordinate special projects, i.e. assist with other short-term projects; quality assurance audits, and interface with intra-and-inter-hospital personnel.
- C.2.4 Contractor shall conduct research and make recommendations regarding system operational procedures that ensure uninterrupted service to end-users.
- C.2.5 Contractor shall provide onsite and classroom user support to increase usage of Avatar and other applications.
- C.2.6 Contractor shall thoroughly test new aspects of the Avatar application and management reports for user-friendliness and accuracy and the need for additional training modules.
- C.2.7 Contractor shall participate in regularly scheduled meetings with various clinical management and technical teams to discuss business practices and workflow.

- C.2.8 Contractor shall monitor and track program performance of users using the Avatar application.
- C.2.9 Contractor shall assess and determine if it is appropriate to add system features (especially those coming from maintenance patches).
- C.2.10 Contractor shall provide periodic reports and ensure that updated reports are available for review.
- C.2.11 Contractor shall regularly access the e-mail system and respond to inquiries from customers as well as inquiries from management on a timely basis consistent with District of Columbia customer service standards.
- C.2.12 Contractor shall perform all other related duties as assigned.

C.3 LOCATION OF WORK

All work shall be performed on site:

Department of Mental Health
Saint Elizabeths Hospital
1100 Alabama Avenue SE
Washington, DC 20032

C.4 GENERAL REQUIREMENTS

Contractor shall meet the following minimum requirements:

- C.4.1 Contractor shall have a Bachelor's degree in information technology or health and human services.
- C.4.2 Contractor shall have thorough knowledge of DMH database system needs, Avatar application, policies and standards, and pertinent system software and program interaction sufficient to develop training programs which support users and facilitate the successful implementation of Avatar.
- C.4.4 Contractor shall demonstrate thorough knowledge of the Hospital's electronic medication administration record (eMAR) and the business processes by which medication administration is documented in the electronic medical record (EMR)
- C.4.5 Contractor shall have recent (within the previous six months) experience working the Avatar system and shall have demonstrated experience in conducting joint application design sessions for the purpose of developing specifications for the design and development of forms and enhancements for the Avatar system.

- C.4.6 Contractor shall have a minimum of 10 years of management experience in Health and Human Services with 2 most recent years in an organization that provides inpatient mental health treatment services.
- C.4.7 Contractor shall have general knowledge of the Centers for Medicare and Medicaid Services (CMS) and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards sufficient to ensure that data needs required by said standards are met by Avatar and that end-user understand reporting responsibilities and requirements regarding said standards.
- C.4.8 Contractor shall have working knowledge of Microsoft Office Suite including Word, PowerPoint, Excel, Publisher and Access.
- C.4.9 Contractor shall have working knowledge of work-flow process and development.
- C.4.10 Contractor shall have the ability to communicate orally and in writing, provide recommendations, perform analyses, prepare reports, and perform management activities.

C.5 DELIVERABLES

Vendor will complete the items as designated in this section. Specific deliverables are as follows:

Section	Items	Completion Criteria
C.5.1	Develop specifications for testing of all requested enhancements from end users. Some examples include: the Therapeutic Learning Center (TLC) Referral Form; Modification and identification of Avatar CAN reports to reflect the new Hospital address; Test the Comprehensive Initial Nursing Assessment that is being developed.	Upon Delivery
C.5.2	Develop rigorous testing standards and protocols that ensure the clear delivery of feedback and testing plans from the Department of Mental Health Information Technology (DMH IT) team.	Upon Delivery
C.5.3	Develop rigorous testing standards and protocols by working with end users to complete testing of all requirements.	Upon Delivery
C.5.4	Actively collaborate with Clinical Staff to gather requirements and translate them into technical requirements	Upon Delivery
C.5.5	Actively collaborate with Administrative (i.e., Billing, etc) to gather requirements and translate them into technical requirements.	Upon Delivery
C.5.6	Draft documentation (tip sheets) required for implementation	Upon Delivery
C.5.7	Develop an Annual Avatar Tips & Shortcuts Refresher Training Curriculum for All Medical Staff.	Upon Delivery
C.5.8	Develop an Annual Avatar Tips & Shortcuts Refresher Training Curriculum for Licensed Nursing Staff.	Upon Delivery
C.5.9	Develop an Annual Avatar Tips & Shortcuts Refresher Training Curriculum for All Other Clinical Staff	Upon Delivery
C.5.10	Develop an Annual Avatar Tips & Shortcuts Refresher Training Curriculum for All Medical Staff.	Upon Delivery

C.5.11	Develop and update the Basic Avatar training course to reflect system configuration. Ensure that the course is kept updated in conjunction with new releases.	Upon Delivery
C.5.12	Develop Training Curriculum for new version of Avatar to be implemented	Upon Delivery
C.5.13	Attend and make presentations, as required, at meetings with clinical leadership and executive staff and the Avatar Steering Committee.	Upon Delivery
C.5.14	Provide updated documents for the intranet such as tip sheets, testing plans and other required documentation.	Upon Delivery

C.6 STANDARD OF PERFORMANCE

C.6.1 Contractor shall at all time, act in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

C.7 ADVERTISING AND PUBLICITY

C.7.1 Unless granted prior, express, written authority by the Contracting Officer, Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that the DMH endorses, recommends or prefers Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

C.8 CONFIDENTIALITY

C.8.1 Contractor recognizes and acknowledges that, by virtue of entering into this contract and providing services to DMH hereunder, Contractor may have access to certain information of DMH and its clients that are confidential. Contractor shall not at any time, either during or subsequent to the term of this contract, disclose to others, use, copy or permit to be copied, without the Contracting Officer's prior, express, written authority, any confidential DMH information. In the event of ambiguities under this clause, Contractor may seek guidance or clarification from the Contracting Officer, in writing.

C.9 RIGHTS IN DATA

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

such works, whether published or unpublished.

- C.9.2 Contractor agrees to give the DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. Contractor agrees not to assert any rights in common law or in equity in such data.

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

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

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PACKING AND MARKING

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http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_03_07.pdf (To open, “right click on mouse,” select “open hyperlink and select “OK.”).
- D.2 Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

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**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)

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

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

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SECTION F

DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE (POP)

Performance under this Fixed Labor-Hour Contract shall be in accordance with the terms and conditions set forth herein and by any Modification made thereto. The Period of Performance (POP) under this Fixed Labor-Hour Contract shall be a Base Year from Date of Award through One Year (365 days) including Four One Year Option Periods. Option periods shall be exercised and renewed at the sole and absolute discretion of the Department of Mental Health (DMH), based upon favorable annual reviews and annual appropriated funding.

F.2 DELIVERY OF DELIVERABLES

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

F.3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.4.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires.

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

F.4.3 The price for the option period (s) shall be as specified in the contract.

F.4.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

*** END OF SECTION F ***

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

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

G.2 TYPE OF CONTRACT

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

G.3 MODIFICATIONS

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

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

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

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

DMH – SEH LIAISON (COTR)

- G.5.1 Contracting Officer Technical Representative, (COTR) shall monitor the performance and provide technical guidance to the Contracting Officer.
- G.5.2 Anthea Seymour shall serve as the Contracting Officer's Technical Representative (COTR) for this study:

COTR CONTACT INFORMATION

Anthea Seymour
1100 Alabama Avenue SE
Washington, DC 20032
(202) 645-0718 Direct/(202) 645- Fax
Email: Anthea.seymour@dc.gov

G.6 SUBMISSION OF INVOICE

Contractor shall submit an original and three copies of the invoice on a monthly basis to the Contracting Officer's Technical Representative (COTR). The invoices shall include Contractor's name and address, invoice date, contract number, contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title, and

phone number of the person to be notified in the event of a defective invoice. Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G.7 CERTIFICATION OF INVOICE

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

G.8 PAYMENT

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

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

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

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

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.4.1 When Contractor fails to perform the tasks required under this Contract, DMH shall assess Liquidated Damages in an amount of Two Hundred Dollars and zero cents (\$200.00) per day against Contractor until such time Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

H.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.2.1 Definitions

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

- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.2.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subContractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.2.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

H.2.4 Obligations of DMH

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

H.2.5 Permissible Requests by DMH

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

H.2.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy

Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.

- (c) Effect of Termination.
 - (1) Except as provided in Section H.2.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subContractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.

 - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.2.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.

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

H.3 COST OF OPERATION

- H.3 All costs of operation under this Contract shall be borne by Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

H.4 CONTRACTOR LICENSE/CLEARANCES

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

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

SECTION I

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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SECTION I

CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-1), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov/ocp/site/default.asp>; click on the "OCP Policies" link, and then the link to "Standard Contract Provisions-Supply and Services Contracts."

I.3 This Section is reserved for future use.

I.4 TIME

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

I.5 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES

I.5 Contractor must be in compliance with Department of Mental Health (DMH) Policies and Rules which can be found on the DMH Website by using the link below.

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

I.6 SUSPENSION OF WORK

I.6.1 the Director, Contracts and Procurement/Agency Chief Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this Contract, or by the Director, Contracts and

Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

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

I.7 STOP WORK ORDER

- I.7.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to Contractor, require Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree.
- I.7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J.1).
- I.7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.
- I.7.4 If the stop-work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this

Contract; and Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.

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

I.8 ANTI-KICKBACK PROCEDURES

I.8.1 Definitions:

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

Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subContractor.

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

I.9 INSURANCE

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

- I.9.1 Bodily Injury: Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.9.2 Property Damage: Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.9.3 Workers' Compensation: Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.9.4 Employer's Liability: Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.9.5 Automobile Liability: Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.9.6 All insurance provided by Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.10 ORDER OF PRECEDENCE

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

- I.12.1 Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order).
- I.12.2 Contract Sections A through J of this Request for Quotation (RFQ) Number: RM-12-RFQ-044-BY4-HBOSS-OF

- I.12.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007.
- I.12.4 DMH Policies and Rules
- I.12.5 Request for Quotation (RFQ) Number: RM-12-RFQ-044-BY4-HBOSS-OF as amended, if appropriate, with Request for Quotation submission date.
- I.12.6 Revised Master License Agreement
- I.12.7 EEO Statement and DOES (J.4)
- I.1.2.8 First Source (J.5)
- I.12.9 Tax Certification Affidavit (J.7)
- I.12.10 Wage Determination (J.8)

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

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE
	<u>WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:</u> **Hold Ctrl + Click link to open attachments
J.1	STANDARD CONTRACT PROVISIONS (MARCH 2007) (27 pages) http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_contract_provisions_0307.pdf&open= 34644
J.2	WAGE DETERMINATION (REVISION8, May 26, 2009) http://www.wdol.gov/wdol/scafiles/archive/sca/05-2103.r9
J.3	Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order). (18 pages) http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,639222,dmhNav,\31262\asp
J.4	EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85 http://ocp.dc.gov//DC/OCP/Contractor_Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85
J.5	FIRST SOURCE EMPLOYMENT CONTRACT http://ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/First+Source+Employment+Contract
J.6	THIS SECTION IS RESERVED FOR FUTURE USE.
J.7	TAX CERTIFICATION AFFIDAVIT http://www.ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit
J.8	LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006) http://ocp.dc.gov/DC/OCP/Publication%20files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf
J.9	DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES http://www.dmh.dc.gov/dm8h/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp

J.10 Request for Quotation (RFQ) Number: RM-12-RFQ-044-BY4-HBOSS-OF

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

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF CONTRACTOR

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SECTION K

**REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF CONTRACTORS**

K.1 TAX CERTIFICATION

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

K.2 AUTHORIZED NEGOTIATORS

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

K.3 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

a corporation incorporated under the laws of the State of

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in _____
(Country)

K.4 EMPLOYMENT AGREEMENT

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

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

Name _____ Title _____
Signature _____ Date _____

K.5 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY

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

Prospective Contractor _____ Date _____

Name _____

Title _____

Signature _____

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

K.6 WALSH-HEALY ACT

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

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

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

- (c) Regular Dealer

_____ The Prospective Contractor is a Regular Dealer.

_____ The Prospective Contractor is not a Regular Dealer.

(d) Manufacturer

_____ The Prospective Contractor is a Manufacturer.

_____ The Prospective Contractor is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Prospective Contractor shall check one of the following:

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

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

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Prospective Contractor is considered to be a certification by the signatory that:
- (b) The prices in this Solicitation have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
 - 1. those prices
 - 2. the intention to submit a Contract, or

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

(insert full name of person(s) in the organization responsible for determining the prices offered in this Solicitation and the title of his or her position in the Prospective Contractor'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.
 - (g) If the Prospective Contractor deletes or modifies subparagraph (a) (2) above, the Prospective Contractor shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.10 ACKNOWLEDGMENT OF AMENDMENTS

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

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

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

SECTION L

INSTRUCTIONS CONDITIONS AND NOTICES TO CONTRACTORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 QUOTATION FORM, ORGANIZATION AND CONTENT

One original and Three (3) copies of the written Quotations shall be submitted as a "Price Quotation". Each page shall be numbered, and labeled to include the Solicitation number and name of the Prospective Contractor, Stapled or bonded technical Quotation shall be submitted with a minimum of Three (3) pages for cost Quotation including written supporting documentation. Quotations shall be typewritten in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper. **Telephonic and telegraphic Quotations or electronic email shall "NOT" be accepted.** Each Quotation shall be submitted in a sealed envelope conspicuously marked: "Quotation in Response to Solicitation No. (insert solicitation number, Title and name of Prospective Contractor)".

Prospective Contractors are directed to the specific Quotation evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Prospective Contractor shall respond to each factor in a way that shall allow the District to evaluate the Prospective Contractor's response. The Prospective Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical Quotation shall facilitate evaluation and best value source selection for all Quotations. The technical Quotation shall contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work:

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

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

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

L.3.1 Quotation Submission

Quotations shall be submitted no later than ***2:00 PM (Eastern Time)*** on **Thursday, November 17, 2011**. Quotations, modifications to Quotations, 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 Quotation or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b. The Quotation or modification was sent by mail and it is determined by the ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

L.3.2 Postmarks

The only acceptable evidence to establish the date of a late Quotation, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the Quotation, 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 Quotation shall be considered late unless the Prospective Contractor can furnish evidence from the postal authorities of timely mailing.

L.3.3 Late Modifications

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

L.3.4 Late Quotations

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

L.4 HAND DELIVERY OR MAILING OF QUOTATIONS

DELIVER OR MAIL TO:

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

L.5 QUESTIONS ON SOLICITATION

If a Prospective Contractor has any questions relative to this solicitation, the Prospective Contractor shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit questions no later than seven (7) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than seven (7) calendar days before the date set for submission of Quotation. The District shall furnish responses promptly to all other Prospective Contractors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other Prospective Contractors. Oral explanations or instructions given before the award of the Contract shall not be binding.

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue – 4th Floor
Washington, DC 20002
Office -(202) 671-3188 – Fax (202) 671-3395
Email: Samuel.feinberg@dc.gov

L.6 FAILURE TO SUBMIT OFFERS

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

L.7 QUOTATION PROTESTS

Any actual or Prospective Contractor, or Contractor who is aggrieved in connection with the solicitation or award of a Contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or 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 Quotations shall be filed with the Board prior to bid opening or the time set for receipt of initial Quotations. In procurements in which Quotations are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of Quotations following the incorporation.

The protest shall be filed in writing, with the **Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004**. The aggrieved person shall also mail a copy of the protest to the ACCO for the solicitation.

L.8 SIGNING OF OFFERORS

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

L.9 UNNECESSARILY ELABORATE QUOTATIONS

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

L.10 RETENTION OF QUOTATIONS

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

L.11 QUOTATION COSTS

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

L.12 ACKNOWLEDGMENT OF AMENDMENTS

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

L.13 ACCEPTANCE PERIOD

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

L.14 THIS SECTION IS RESERVED FOR FUTURE USE

L.15 LEGAL STATUS OF CONTRACTOR

Each Quotation shall provide the following information:

- L.15.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Contractor;
- L.15.2** District of Columbia, if required by law to obtain such license, registration or certification. If the Prospective Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L.15.3** If the Prospective Contractor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.15.4** The District reserves the right to request additional information regarding the Prospective Contractor's organizational status.

L.16 STANDARDS OF RESPONSIBILITY

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

- L.16.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.16.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.16.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.16.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.16.7 If the Prospective Contractor fails to supply the information requested, the ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the ACCO shall determine the Prospective Contractor to be non-responsible.

L.17. Reserved for Future use

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