



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

REQUEST FOR PROPOSALS

RM-013-RFP-0106-BY0-DJW For Disaster Mental Health Responder's Certification

The District of Columbia Government, Department of Mental Health, (DMH) seeks to enhance its emergency preparedness capability by enhancing its present Disaster Mental Health Responder Certification. The Contractor shall provide all labor, materials and supervision.

Opening Date: March 13, 2013

Closing Date: March 29, 2013

Closing Time: 2:00 PM EST

To obtain a copy of the Request for Proposal (RFP) please contact Denise J. Wells, Contract Specialist, at:

D.C. Department of Mental Health | Contracts and Procurement Services
64 New York Avenue, NE – Suite 222 Washington DC 20002
Tel: 202.671-3174| Fax: 202.671-3395

denise.wells@dc.gov or visit our website at www.dmh.dc.gov (click on Business Opportunities)

Please return the completed Proposal to Ms. Denise J. Wells via hand delivery or U.S Postal Service (Mail).

Any and all questions pertaining to this RFP must be submitted in writing no later than ten (10) days prior to the closing of this solicitation to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Administration
64 New York Avenue, Suite 222
Washington, DC 20002
Samuel.Feinberg@dc.gov

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

SECTION A

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 2nd FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 51 3. CONTRACT NUMBER: 4. SOLICITATION NUMBER: RM-013-RFP-0106-BY0-DJW 5. DATE ISSUED: 6. OPENING/CLOSING TIME: March 13, 2013 / March 29, 2013 @ 2:00 P.M. EST
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:	
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: 202-671-3188
		B. E-MAIL ADDRESS: Samuel.feinberg@dc.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
	A	Solicitation/Contract Form		x	I	Contract Clauses	
x	B	Supplies/Services and Price/Costs		PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement		x	J	List of Attachments	
x	D	Packaging and Marking		PART IV – Representations and Instructions			
x	E	Inspection and Acceptance		x	K	Representations, Certifications and other Statements of The Contractors	
x	F	Deliveries or Performance		x	L	Instrs. Conds., & Notices to The Contractors	
x	G	Contract Administration		x	M	Evaluation Factors for Award	
x	H	Special Contract Requirements					

OFFER (TO BE COMPLETED BY THE 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 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 shall 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:							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">AREA CODE:</td> <td style="width:40%;">NUMBER:</td> <td style="width:30%;">EXT:</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </table>	AREA CODE:	NUMBER:	EXT:				15B. OFFER DATE:	
AREA CODE:	NUMBER:	EXT:						

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

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

SECTION B

SUPPLIES OR SERVICES AND PRICE

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
B.1	PURPOSE OF SOLICITATION	3
B.2	CONTRACT TYPE	3
B.3	PRICING SCHEDULE/COST SCHEDULE	3
B.4	SUBCONTRACTING PLAN	3

SECTION B - SUPPLIES OR SERVICE AND PRICE

B.1 PURPOSE OF SOLICITATION

B.1.1 The Government of the District of Columbia, Department of Mental Health (DMH) seeks to enhance its emergency preparedness capability by enhancing its present Disaster Mental Health Responder Certification.

B.2 CONTRACT TYPE

B.2.1 The District contemplates award of a Fixed Price Contract.

B.3 PRICING SCHEDULE/COST SCHEDULE

B.3.1 The Contractor shall submit a Budget Narrative detailing the cost associated with the Total Price.

B.4 SUBCONTRACTING PLAN

B.4.1 For Contracts in excess of \$250,000.00, at least 35% of the dollar volume of the Contracted services shall be subcontracted in accordance with section H.8. An Offeror responding to this solicitation must submit with its Proposal a notarized statement detailing any subcontracting plan as required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law

Contract Line Item No. (CLIN)	Item Description	Total Price
0001 (<i>Base Year</i>)	Develop a standardized training curriculum in accordance with Scope of Work	\$ _____ Provide a detailed Cost Breakdown (Narrative) to support Total Price.

SECTION C

DESCRIPTION, SPECIFICATION, WORK STATEMENT

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
C.1	BACKGROUND	5-6
C.2	SCOPE OF WORK	6-7
C.3	REQUIREMENTS	7

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND:

Mental health intervention has become 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 building bridges. Emergency responders, disaster workers, and community members now receive mental health and crisis counseling support following most large-scale disasters. Mental health professionals have readily stepped into the disaster milieu to provide counseling, school interventions, case management, and consultation.

In the event of a mass casualty or mass fatality in the District of Columbia, there will be a need to expand mental health services to first responders, survivors, and their families. To the end, DMH Disaster Mental Health Services has piloted a Disaster Mental Health Responder Certification program to establish quality programmatic standards through training and knowledge based testing to ensure competent response personnel have the knowledge and skills they need to properly assist during a response effort.

“Early interventions are usually provided with limited resources in an atmosphere of chaos, environmental pollution and the possibility of continued threats. To be effective, training should incorporate content that addresses the organizational, procedural, emotional, and environmental aspect of this operational reality. Additionally, specialty education, training and certification programs should be developed to meet current critical credentialing standards that can also be sanctioned or validated by appropriate professional bodies and organizations. This will ensure quality standards that are in the interest of service users and providers as well as the organization that employ such staff. (*Mental Health and Mass Violence*, 2002, p 9-10.)

The Department of Mental Health is seeking the assistance of a contractor to work with DMH Disaster Mental Health Services to enhance its present Disaster Mental Health Responder Certification program through the development of a completed standardized training curriculum and knowledge based testing component based in adult learning principles and current disaster mental health best practice. The curriculum and testing should work to ensure disaster response personnel at various levels have the knowledge and skills needed to properly assist during a response effort in the aftermath of a mass casualty and mass fatality event. Contractor will provide standardized training curricula for seven core training requirements and a complimentary testing program.

The Certification Training is provided through the Department of Mental Health Training Institute. The Training Institute mission is to continually strengthen the knowledge, technical skills and the quality of services and supports through the development of a dynamic, culturally and linguistically responsive, performance-based and data-driven learning environment. The Institute strives to achieve the following overarching goals:

1: Institute a training program that is standards-based, results-focused and guided by the learning and competency needs of the populations served; Institutionalize training norms, processes and procedures that support continuous quality improvement efforts and ensure compliance with federal, local and departmental regulations. And 3: Enhance intra-agency and interagency communication, collaboration and coordination in the planning and delivery of workforce development activities.

The completed standardized training curriculum and knowledge based testing component should be based in adult learning principles and current disaster mental health best practice to ensure disaster response personnel at various levels have the knowledge and skills needed to properly assist during a response effort in the aftermath of a mass casualty and mass fatality event.

C.2 SCOPE OF WORK:

The Government of the District of Columbia, Department of Mental Health (DMH) seeks to enhance its emergency preparedness capability by enhancing its present Disaster Mental Health Responder Certification. DMH is seeking a contractor to develop a complete and standardized training curriculum for seven of its core Disaster Mental Health Responder Certification training sessions with a testing component that supports competencies, knowledge and skills in disaster mental health to prepare disaster mental health responders for deployment in emergency and or disaster settings.

This training curricula and testing program shall be readily adaptable to in-person instruction for delivery. The knowledge-based testing format should link identified disaster response core competencies to present curricula to ensure understanding and quality standards are maintained as well as continue to prepare competent disaster mental health responders for the agency/District.

The current Disaster Mental Health Certification Program provides the following required seven courses as a distinct unit/module with distinct materials, resources, and goals presented in-person in the following time frames: a) All Hazards Behavioral Mental Health (120 minutes); b) Psychological First Aid (120 Minutes); c) Traumatic Loss and Grief (90 minutes); d) Ethics in Disaster Behavioral Mental Health (90 minutes); e) Disaster Behavioral Mental Health Rapid Assessment and Triage (90minutes); f) Children and Disasters (90 minutes); and g) Resilience (90 minutes).

Contractor shall use the current Disaster Mental Health Training materials including current: slides, handouts, materials, bibliographies, learning objectives, instructional methods, posttests, and suggested activities for learning. The selected contractor may adapt/modify materials and time frames from current Disaster Mental Health Certification Training into final products.

The complete standardized training curriculum and testing program for seven core Disaster Mental Health Responder Certification training sessions should be designed with adult learning principles. It should also emphasize DMH identified disaster mental health core competencies for training of mental health professionals and others who may be called upon to provide early psychological intervention in the wake of natural disaster terrorist attack, and/or other violent or traumatic events.

The training curriculum must address critical knowledge areas and skills of each core session to prepare emergency mental health responders to work with public health, law enforcement and emergency management systems in addressing mental health consequences of such events. The program will promote certified, organized, well trained teams for disaster response.

C.2.1 Applicable Documents

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

No.	Document Type	Name	Version
1	POLICY No. 651.1	CERTIFICATION FOR DISASTER MENTAL HEALTH EMERGENCYRESPONDERS (AND 3 EXHIBITS)	2013
2	PLANNING	DC DEPARTMENT OF MENTAL HEALTH DISASTER BEHAVIORAL MENTAL HEALTH TRAINING PLAN 2011	2011
3	PLANNING	BEST PRACTICES FOR A DISASTER BEHAVIORAL MENTAL HEALTH TRAINING CURRICULUM FOR FEMA REGION III (DC, DE, MD, PA, VA & WV)	2011

C.3 REQUIREMENTS:

The Contractor shall have demonstrated experience in providing technical assistance services to a diverse audience of mental health professionals for at least two years. The Contractor shall provide evidence of prior work in either direct training or curriculum development in areas of direct mental health service provision, disaster behavioral mental health, or related fields. The Contractor shall have at least three (3) years of experience in the development, testing, and delivery of curriculums, and shall submit documentation and references of experience performing similar projects.

C. 3.1 Certification Program

The Contractor shall meet with DMH Disaster Mental Health Services staff to review current training materials used for Disaster Mental Health Responder Certification

Training and core competencies for seven of the core training requirements: 1) All Hazards Behavioral Mental Health; 2) Psychological First Aid; 3) Traumatic Loss and Grief; 4) Ethics in Disaster Behavioral Mental Health; 5) Disaster Behavioral Mental Health Rapid Assessment and Triage; 6) Children and Disasters; and, 7) Resilience.

- C.3.2** The Contractor shall review identified core competencies with DMH disaster mental health trainings and the seven of the core training requirements of the Disaster Mental Health Responder Certification and identify any gaps.
- C.3.3** The Contractor shall develop a knowledge based test and testing procedure for Certification to measure identified competencies, knowledge and skills gained from past trainings as related to the seven of the core training requirements.
- C.3.4** The Contractor shall develop a complete standardized training curriculum with a testing component that supports competencies, knowledge and skills that shall prepare disaster mental health responders.
- C.3.5** The Contractor shall provide a standardized curriculum and guide that delineates the philosophy, goals, objectives, learning experiences, instructional resources and assessments for the delivery of the seven of the core training requirements the Mental Health Responder Certification training to include:
- Examples of what is meant by each objective;
 - Suggested instructional techniques, strategies, and related visual aids for teaching specific objectives;
 - Suggested appropriate instructional materials that support instruction of specific objectives;
 - Suggest interdisciplinary links, additional material, and references.

C. 3.6 Reporting Requirements

The Contractor shall draft and finalize work plan for accomplishing all the requirements.

CLIN	Deliverables	Quantity	Format	Due Date
C.3	Work plan for completion of program tasks, meetings, and deliverables	1 final	1 electronic MS WORD or Excel	Two weeks post award
C.3.1	Draft document for linking core competencies to seven core training sessions of the Disaster Mental Health Responder Certification.	1 draft	1 electronic MS WORD	
C.3.4	Develop draft testing based on core competencies in Disaster Mental Health Responder Training	1draft	1 electronic MS WORD	
C.3.5	Develop draft standardized curriculum and guide that delineates the philosophy, goals, objectives, learning experiences, instructional resources and assessments for the delivery of the Mental Health Responder Certification training to include: <ul style="list-style-type: none"> •Examples of what is meant by each objective; •Suggested instructional techniques, strategies, and related visual aids for teaching specific objectives; •Suggested appropriate instructional materials that support instruction of specific objectives; •Suggested electronic links, additional material, and references 	1 draft	1 paper and 1 electronic MS WORD	
C. 3.4	Final completed standardized training curriculum and knowledge based testing component based in adult learning principles and current disaster mental health best practices	2 final	1 paper and 1 electronic MS WORD	

SECTION D

PACKAGING AND MARKING

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
D.1	PACKAGING AND MARKING	11
D.2	POSTAGE AND MAILING FEES	11

SECTION D: PACKAGING AND MARKING

D.1 PACKING AND MARKING

D.1.1 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.

D.2 POSTAGE AND MAILING FEES

D.2.1 The Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Contract.

SECTION E

INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
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 (To open, "right click on mouse," select "open hyperlink select "OK")	
E-2	TERMINATION BY CONTRACTOR	

SECTION E: DELIVERY, INSPECTION AND ACCEPTANCE

**E-1 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM
REQUIRED SERVICES**

- E-1.1 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 307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies%20and%20form/Standard%20Contract%20Provisions%20307.pdf) (To open, "right click on mouse," select "open hyperlink select "OK")

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

PART I - THE SCHEDULE

SECTION F

DELIVERY and PERFORMANCE

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
F-1	PERIOD OF PERFORMANCE	15
F-2	DELIVERABLES	15
F-3	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	15

PART I - THE SCHEDULE

SECTION F

DELIVERY AND PERFORMANCE

F-1 PERIOD OF PERFORMANCE (POP)

- F-1.1 Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto. The Period of Performance under this Contract shall be from the Date of Award through September 30, 2013.

F-2 DELIVERABLES

- F-2.1 The Contractor shall provide the Deliverables (as outlined in Section C) to the Contracting Officer's Technical Representative for this procurement as described in Section G.5.

F-3 CONTRACTOR 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.

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

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
G.1	CONTRACT ADMINISTRATION	17
G.2	TYPE OF CONTRACT	17
G.3	MODIFICATIONS	18
G.4	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	18
G.5	DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE	18
G.6	SUBMISSION OF INVOICE	18-19
G.7	CERTIFICATION OF INVOICE	19
G.8	PAYMENT	19
G.9	RESPONSIBILITY FOR AGENCY PROPERTY	19

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, N.E. Suite 222
Washington, DC 20002
Office - (202) 671-3188
Fax - (202) 671-3395
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

- G.2.1 This is a Firm Fixed Price Contract with fixed unit prices. The 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.
- G.2.2 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.
- G.2.3 By accepting this order 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

G.3.1 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

G.4.1 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, 2013, 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

G.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to 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 Contract is:

The Contracting Officer's Technical Representative (COTR) for this Contract is:

Name:	Kevin O'Brien, Ed.D
Title:	Director, Disaster Mental Health Services
Agency:	Department of Mental Health
Address:	64 New York Avenue, N.E., 3 rd Floor
Telephone:	(202) 671-0347
Fax:	(202) 671-2878

G.6 SUBMISSION OF INVOICE

G.6.1 The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 6th Floor Washington, DC 20002 or by e-mail to dmh.ap@dc.gov. The invoice shall then be forwarded by the Accounts Payable Office to the COTR for certification. 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 Thirty (30) days after the Accounts Payable Office receives a proper invoice from the Contractor which has been certified to be correct by the COTR, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned **UNPAID** and shall be resubmitted as indicated in this clause.

G.7 CERTIFICATION OF INVOICE

G.7.1 The COTR shall perform certification of the 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

G.8.1 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

G.9.1 The 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 *****

SECTION H

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
H.1	HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES	21
H.2	DEPARTMENT OF LABOR WAGE DETERMINATION	21
H.3	PUBLICITY	21
H.4	51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT	21-23
H.5	PROTECTION OF PROPERTY	23
H.6	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	24
H.7	SECTION 504 OF THE REHABILITATION Act of 1973, AS AMENDED	24
H.8	CONTRACTOR RESPONSIBILITIES	24
H.9	LIQUIDATED DAMAGES	24
H.10	PRIVACY AND CONFIDENTIALITY COMPLIANCE	24

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.2.1 The Contractor shall be bound by the Wage Determination No. 05-2103, Rev, 12, dated June 13, 2012 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.3 PUBLICITY

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

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

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

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

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

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

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

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

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

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

(d) Any documentation supporting the waiver request pursuant to section H.4.6.

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

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

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

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

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

H.5 PROTECTION OF PROPERTY

H.5.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

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

H.6.1 During the performance of this Contract, the Contractor and any of its sub-Contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

H.7.1 During the performance of the Contract, the Contractor and any of its sub-Contractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. section 794 et. seq.

H.8 CONTRACTOR RESPONSIBILITIES

H.8.1 The Contractor is to perform under the required "Scope of Work" and in accordance with the terms and conditions of this solicitation.

H.9 LIQUIDATED DAMAGES

H.9.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall assess liquidated damages in an amount of \$700 per day against the Contractor until such time the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.9.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said Contract to a qualified 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.10 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.10.1 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.
- (a) 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).
- (b) 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.
- (c) "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.
- (d) "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.
- (e) "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 .
- (f) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.10.2 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.10 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.10.
- (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.10.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.10 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.10.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.10, 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.10, 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.10, 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.10, 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.10.4 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.10.5 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.10.6 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.10 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.10.6(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.10.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.10 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.10 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.10.6 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 April 2003, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.10 shall be resolved to permit DMH to comply with the Privacy Rule.

SECTION I

CONTRACT CLAUSES

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
I.1	APPLICABILITY OF STANDARD CONTRACT PROVISIONS	31
I.2	CONTRACTS THAT CROSS FISCAL YEARS	31
I.3	CONFIDENTIALITY OF INFORMATION	31
I.4	TIME	
I.5	RESTRICTION ON DISCLOSURE AND USE OF DATA	31
I.6	RIGHTS IN DATA	32-35
I.7	OTHER CONTRACTORS	35
I.8	SUBCONTRACTS	35
I.9	CONTINUITY OF SERVICES	35-36
I.10	INSURANCE	36
I.11	EQUAL EMPLOYMENT OPPORTUNITY	36-37
I.12	ORDER OF PRECEDENCE	37
I.13	CONTRACTS IN EXCESS OF ONE MILLION DOLLARS	37

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

- I.1.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 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

- I.2.1 Continuation of this Contract beyond the Fiscal Year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

- I.3.1 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.4 TIME

- I.4.1 Time, if stated in a number of days, shall include Saturdays, Sundays, and Holidays, unless otherwise stated herein.

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

- I.5.1 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:

- I.5.2 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.

- I.5.3 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)."
- I.5.4 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."

I.6 RIGHTS IN DATA

- I.6.1 "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.
- I.6.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It 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.6.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs 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.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.6.5 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.6.6 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 shall be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

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

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

RESTRICTED RIGHTS LEGEND

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

With _____ (Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor 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.6.8 In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.6.9 Whenever any data, including computer software, are to be obtained from a sub-Contractor under this Contract, the Contractor shall use Section I.6 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.6.10 For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court 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.6.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 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.7 OTHER CONTRACTORS

- I.7.1 The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

I.8 SUBCONTRACTS

- I.8.1 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-Contractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.9 CONTINUITY OF SERVICES

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

Furnish phase-out, phase-in (transition) training; and

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

I.10 INSURANCE

- I.10.1 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.10.2 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.10.3 Property Damage: The Contractor shall carry property damage insurance of at least (\$20,000) per occurrence.
- I.10.4 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.10.5 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.10.6 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.10.7 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.11 EQUAL EMPLOYMENT OPPORTUNITY

- I.11.1 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.12 ORDER OF PRECEDENCE

1.12.1 Any 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 documents are incorporated into the Contract by reference and made a part of the Contract in the following order of precedence:

1. Settlement Agreement (Dixon vs. Vincent C. Gray) Case 1:74 cv-00285 TFH Document 396-2.
2. Wage Determination No. 05-2103, Rev. 12, dated June 13, 2012, if applicable.
3. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007.
4. Contract Sections A through M.
5. Best and Final Offer dated (to be determined).
6. Request for Proposal submission dated (to be determined)
7. Request for Proposal RFP Number RM-013-RFP-0106-BY0-DJW.

I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

I.13.1 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.

SECTION K

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

Bidder/Offeror Certification Form
Available at www.ocp.dc.gov click on "Solicitation Attachments"

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
L.1	METHOD OF AWARD	40
L.2	PREPARATION AND SUBMISSION OF PROPOSALS	40
L.3	FAMILIARIZATION WITH CONDITIONS	40
L.4	PROPOSAL SUBMISSION DATE AND TIME AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS	40-41
L.5	ERRORS IN PROPOSALS	41
L.6	QUESTIONS ABOUT THE SOLICITATION	41
L.7	PROTEST	42
L.8	ACKNOWLEDGMENT OF AMENDMENTS	42
L.9	PROPOSALS WITH OPTION YEARS	42
L.10	LEGAL STATUS OF OFFEROR	42
L.11	RESERVED	43
L.12	CERTIFICATES OF INSURANCE	43
L.13	GENERAL STANDARDS OF RESPONSIBILITY	43-44
L.15	RETENTION OF PROPOSALS	44
L.16	PROPOSAL COSTS	44
L.17	OPTIONAL PRE-PROPOSAL CONFERENCE	44
L.18	KEY PERSONNEL	45

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all Proposals resulting from this solicitation. The Contracting Officer may reject all Proposals or waive any minor informality or irregularity in Proposals received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends to award a single Contract resulting from this solicitation to the responsive and responsible Offeror.

L.2 PREPARATION AND SUBMISSION OF PROPOSALS

- L.2.1 The District may reject as non-responsive any proposals that fails to conform in any material respect to the RFP.
- L.2.2 The District may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Proposals shall make no changes to the requirements set forth in the solicitation.
- L.2.3 The Offeror must propose on all Contract Line Item Number's (CLIN) to be considered for this award. Failure to do so may result in the Proposal submission being rejected.
- L.2.4 The Offeror shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in your Proposal rejection.

L.3 FAMILIARIZATION WITH CONDITIONS

- L.3.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Offerors shall not be relieved from assuming all responsibility for properly estimating difficulties and the cost of performing services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

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

L.4.1 PROPOSAL SUBMISSIONS

- L.4.2 Proposal shall be submitted **no later than 2:00 p.m. local time on Friday, March 29, 2013** to the following address **AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-013-RFP-0106-BY0-DJW.**

**Department of Mental Health
Contracts and Procurement Services
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services**

Agency Chief Contracting Officer

L.4.3 Withdrawal or Modification of Proposals

L.4.4 A Offeror may modify or withdraw its Proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of Proposals, but not later than the closing date for receipt of Proposals.

L.4.5 Postmarks

L.4.6 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.4.7 Late Modifications

L.4.8 A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.4.9 Late Proposals

L.4.10 A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.5 ERRORS IN PROPOSALS

L.5.1 Offerors are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the Offerors risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.6 QUESTIONS ABOUT THE SOLICITATION

L.6.1 If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to:

**Department of Mental Health
Contracts and Procurement Services
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services
Agency Chief Contracting Officer**

The prospective Offeror should submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than ten (10) days before the date set for submission of proposals. The District shall furnish responses via an amendment to the solicitation.

Amendments shall be issued if the Agency Chief Contracting Officer decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District Officials before the award of the Contract shall not be binding.

L.7 PROTESTS

L.7.1 Any actual or prospective Offeror, who is aggrieved in connection with the solicitation or award of a Contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

L.8 ACKNOWLEDGMENT OF AMENDMENTS

L.8.1 The Offeror 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. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.9 PROPOSALS WITH OPTION YEARS

L.9.1 The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.10 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

- L.10.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.10.2 A copy of each District of Columbia license, registration or certification which the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L.10.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.11 RESERVED

L.12 CERTIFICATES OF INSURANCE

- L.12.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
Telephone: 202-671-3188
E-Mail: samuel.feinberg@dc.gov

L.13 GENERAL STANDARDS OF RESPONSIBILITY

- L.13.1 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.13.2 To be determined responsible, a prospective Contractor must demonstrate that it:
- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the Contract;
 - (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - (c) Has a satisfactory performance record;
 - (d) Has a satisfactory record of integrity and business ethics;
 - (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws regulations;
 - (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Cod §2-219.01 et seq.;
 - (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
 - (h) Has or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
 - (i) Has not exhibited a pattern of overcharging the District;

- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
 - (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- L.13.3 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.14 SIGNING OF OFFERS

- L.14.1 The Contractor shall sign the offer **in Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.15 RETENTION OF PROPOSALS

- L.15.1 All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offerors.

L.16 PROPOSAL COSTS

- L.16.1 The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.17 OPTIONAL PRE-PROPOSAL CONFERENCE

- L.17.1 An Optional Pre-Proposal Conference shall be held at Department of Mental Health, 64 New York Avenue, NE 2nd Floor, Washington, D.C. 20002, 2nd Floor, Conference Room 218 on **Tuesday March 19, 2013 at 3:00 P.M.** Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Optional Pre-Proposal conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the RFP document as well as to clarify the contents of the RFP. Any major revision to the RFP as a result of the Pre-proposal Conference, or answers to deferred questions shall be made in the form of a written addendum to the original RFP.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Proposal conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Offerors who are listed on the official list as having received a copy of the solicitation.

L.18 KEY PERSONNEL

- L.18.1 The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who shall lead the day to day activities of the project and outline his/her relevant experience., (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

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

SECTION M

EVALUATION FACTORS FOR AWARD

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
M.1	EVALUATION FOR AWARD	47
M.2	TECHNICAL RATING	47
M.3	EVALUATION CRITERIA	47
M.4	RESERVED	48
M.5	PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES	48
M.6	RESERVED	49
M.7	PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES	49-50
M.8	EVALUATION OF PROMPT PAYMENT DISCOUNT	51

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

M.1.1 The Contract shall be awarded to the responsive and responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements, no deficiencies.

M.2.2 The technical rating is a weighting mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score shall be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of twenty (20) points, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good", then the score for that evaluation factor is 4/5 of 20 or 16.

If sub-factors are applied, the Offeror's total technical score shall be determined by adding the Offeror's score for each sub-factor. For example, if an evaluation factor has a point value range of twenty (20) points, with two sub-factors of ten (10) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that evaluation factor is 4/5 of 10 or 8

for the first sub-factor plus 1/5 of 10 or 2 for the second sub-factor, for a total of 10 for the entire factor.

M.3 EVALUATION CRITERIA

M.3.1 Selection of Offerors for Contract awards shall be based on an evaluation of proposals against the following factors which shall be reviewed and scored according to the quality of the responses to required sections. Each proposal shall be scored on a 100-point scale.

M.3.2 TECHNICAL CRITERIA (90 Points Maximum)

- The Offeror demonstrates a well-developed plan that details proposed development of complete and standardized curriculum, guide, and testing components that supports competencies, knowledge, and skills to prepare trainees for the delivery of disaster mental health when deployed in the District of Columbia. **(40 PTS.)**
- The Offeror demonstrates experience in either direct training or curriculum development in direct mental health service provision, disaster mental health or related fields. **(15 PTS.)**
- The Offeror demonstrates how core competencies in disaster mental health shall be linked to the complete and standardized curriculum, guide, and testing components. **(20 Points)**
- The Offeror demonstrates ability and knowledge in instructor lead models. **(15 Points)**

M.4 PRICE CRITERION (10 Points Maximum)

M.4.1 The price evaluation shall be objective. The Offeror with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Offeror's evaluated cost/price score:

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

M.5 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.7 (12 Points Maximum)

M.5.1 TOTAL POINTS (112 Points Maximum)

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

M.6 RESERVED

M.7 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

M.7.1 Under the provisions of the "Small Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code §2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.7.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime Contractors as follows:

- M.7.3 Any prime Contractor that is a Small Business Enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.7.4 Any prime Contractor that is a Resident-Owned Business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.7.5 Any prime Contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.7.6 Any prime Contractor that is a Local Business Enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.7.7 Any prime Contractor that is a Local Business Enterprise with its principal offices located in an Enterprise Zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.7.8 Any prime Contractor that is a Disadvantaged Business Enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale

added to the overall score for proposals submitted by the DBE in response to this RFP.

M.7.9 Any prime Contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-points scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.7.10 Any prime Contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.7.11 **Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent to twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There shall be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.7.12 **Preferences for Certified Joint Ventures**

When DSLBD certified a joint venture, the certified joint venture shall receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.7.13 **Verification of Offeror's Certification as a Certified Business Enterprise**

M.7.14 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The Contracting Officer shall verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.7.15 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, D.C. 20001

M.7.16 All Offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.8 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.8.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Offeror.
- M.8.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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