

**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 SERVICES (CPS) 609 H STREET, NE, 4th FLOOR WASHINGTON, DC 20002 | | 2. PAGE OF PAGES: 1 of 56 | |
| | | 3. CONTRACT NUMBER: RM-12-RFP-WATP-035-BY2-SC | |
| | | 4. SOLICITATION NUMBER: RM-12-RFP-WATP-035-BY2-SC | |
| | | 5. DATE ISSUED: November 3, 2011 | |
| | | 6. OPENING/CLOSING TIME: November 3, 2011/Tuesday, November 15, 2011@12:Noon (EST) | |
| 7. TYPE OF SOLICITATION/CONTRACT: <input type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOUCE <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (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, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer | TELEPHONE NUMBER: (202) 671-3188 | B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov |
|----------------------|---|--|---|

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OFFER (TO BE COMPLETED BY 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 will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the request for quotation.

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

AWARD (To be completed by the DMH)

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

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF CONTRACT

Professional services to administer the payroll process for the Work Adjustment Training Program Payroll Administration at Saint Elizabeths Hospital.

B.2 CONTRACT TYPE

The District contemplates awarding a Firm-Fixed-Price Contract.

B.3 SCHEDULE B – PRICING SCHEDULE – BASE YEAR

| (A) | (B) | (C) | (D) | (E) | (F) |
|----------|---|--------------|------------------------|------------|----------------|
| Line No. | Services | Quantity NTE | Units | Unit Price | Extended Price |
| 0001 | Checks up to 55 (includes Taxpay; Direct Deposit; Payroll Delivery; Annual Charges to includes: Quarter/Year End Reports Delivery; W-2 Delivery; Provide W-2 Forms) | 55 | (Bi-Monthly) 26 | _____ | _____ |
| 0002 | One Time Set Up Fee Charge (Implementation, Customization & Training) | 55 | N/A | _____ | _____ |

Name of Offeror

Name and Title of Person Authorized to Sign for Offeror

Date

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF CONTRACT

Professional services to administer the payroll process for the Work Adjustment Training Program Payroll Administration at Saint Elizabeths Hospital.

B.2 CONTRACT TYPE

The District contemplates awarding a Firm-Fixed-Price Contract.

B.3 SCHEDULE B – PRICING SCHEDULE – OPTION YEAR ONE

| (A) Line No. | (B) Services | (C) Quantity NTE | (D) Units | (E) Unit Price | (F) Extended Price |
|-----------------|---|------------------------|------------------------|-------------------|-----------------------|
| 0001 | Checks up to 55 (includes Taxpay; Direct Deposit; Payroll Delivery; Annual Charges to includes: Quarter/Year End Reports Delivery; W-2 Delivery; Provide W-2 Forms) | 55 | (Bi-Monthly) 26 | _____ | _____ |
| 0002 | One Time Set Up Fee Charge (Implementation, Customization & Training) | 55 | N/A | _____ | _____ |

 Name of Offeror

 Name and Title of Person Authorized to Sign for Offeror

 Date

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF CONTRACT

Professional services to administer the payroll process for the Work Adjustment Training Program Payroll Administration at Saint Elizabeths Hospital.

B.2 CONTRACT TYPE

The District contemplates awarding a Firm-Fixed-Price Contract.

B.3 SCHEDULE B – PRICING SCHEDULE – OPTION YEAR TWO

| (A) Line No. | (B) Services | (C) Quantity NTE | (D) Units | (E) Unit Price | (F) Extended Price |
|-----------------|--|------------------------|-------------------------------|-------------------|-----------------------|
| 0001 | Checks up to 55 (includes Taxpay; Direct Deposit; Payroll Delivery; Annual Charges to includes: Quarter/Year End Reports Delivery; W-2 Delivery; Provide W-2 Forms) | 55 | (Bi-Monthly) 26 | _____ | _____ |
| 0002 | One Time Set Up Fee Charge (Implementation, Customization & Training) | 55 | N/A | _____ | _____ |

Name of Offeror

Name and Title of Person Authorized to Sign for Offeror

Date

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

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PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C-1 BACKGROUND

The Work Adjustment Training Program (WATP) has existed at Saint Elizabeths Hospital for over two decades. WATP was initially known as Vocational Rehabilitation Services. The stated purpose of the program is “to provide strong linkages and integration of psychiatric treatment and vocational rehabilitation services in order to provide increased opportunities for work preparation, work adjustment, job placement and continued employment”.

This program currently has between forty-five (45) to fifty-five (55) participants, all of whom are located at Saint Elizabeths Hospital. These individuals receive a bi-weekly paycheck for performing part time work. The current rate of pay is \$7.25 per hour. Currently the majority of employees are receiving a paper paycheck, with 2 or 3 employees with direct deposit into their personal bank account. Annual payroll disbursement is between \$250,000 and \$300,000.

These employees have Federal, State and FICA taxes deducted from their paychecks, receive earnings statements, and receive W2s on an annual basis.

Currently, this program is managed by employing a mix of manual processes and the use of an information system application that is antiquated and can only be supported by specialized programmers. The Department of Mental Health (DMH) is seeking an outside vendor with state of the art technology to administer this process.

C-2 SCOPE OF WORK/DELIVERABLES

- C-2.1 The Payroll Vendor shall provide a Web-Based Time Accounting System with appropriate security controls to collect and tabulate time worked by employee on a bi-weekly basis as reported by the employee’s supervisor. The Time Accounting System shall have electronic signature capability for the supervisor to ensure the validity of the time reported.
- C-2.2 The Payroll Vendor shall provide front-end system administration access for the DMH Payroll Coordinator to review, approve, and manage the payroll process; including supervisory verification of the hours worked by person, the ability to modify participant information as required and the ability to change or modify hours worked and/or pay any withholding rates as required.
- C-2.3 The Payroll Vendor shall provide access to the front-end system for the DMH Payroll Coordinator to do the final approval of the bi-weekly payroll distribution.
- C-2.4 The Payroll Vendor shall establish a clearing account into which DMH would forward – transfer One-Quarter (25%) of the annual estimated payroll and taxes into that account. It should be noted that payroll funds should not be disbursed unless DMH has ensured that adequate funds exist in the account.
- C-2.5 Once the disbursements are approved, the Payroll Vendor shall create both checks and payment stubs (for those receiving paper checks), or non-negotiable payments statements (for those with funds transferred directly into bank accounts).

- C-2.6 The Payroll Vendor shall ensure that the checks or the payment statements are delivered to the DMH Payroll Coordinator (or their designee) twenty-four (24) hours prior to the time in which the checks are to be disbursed.
- C-2.7 The Payroll Vendor shall electronically file the proper tax liability forms and forward the withheld taxes to State and Federal entities on a timely basis. This would be once per month for State filing and once per quarter for Federal taxes.
- C-2.8 The Payroll Vendor shall provide Tax Statements (W2s) to each employee serviced on an Annual basis.
- C-2.9 The Payroll Vendor shall provide bi-weekly payroll reports to the DMH Payroll Coordinator. These reports shall identify the requisite information necessary for the reconciliation of payroll including, but not limited to:
- a. Amount transferred into clearing account
 - b. Work time reported by each employee for bi-weekly period
 - c. Amount paid to each employee
 - d. Taxes withheld by employee
 - e. Total amount of disbursement by payroll cycle
 - f. Amount of taxes filed for each employee, date of taxes filed for each employee
 - g. Amount remaining in clearing account
 - h. Demographics of each employee, including highlighting changes in employee demographics and date that employee demographics were modified
- The reporting must be real time and can be either scheduled to run or on-demand based on the needs of the Payroll Coordinator.
- C-2.10 The Payroll Vendor shall provide monthly invoices for administrative management of the Payroll Program that shall clearly identify any costs incurred in that month associated with the administration of the program.
- C-2.11 The Payroll Vendor shall establish controls consistent with generally accepted accounting principles for all funds provided by DMH for administrative and programmatic management of the employee payroll.
- C-2.12 The Payroll Vendor shall provide evidence of controls that are in place within their system to support this process; including ongoing data backup, security encryption such as firewalls and intrusion detection for the delivery of reports and timesheets.
- C-2.13 The Payroll Vendor shall provide a payroll account specialist to this project to support DMH in the implementation of this project and to address any administrative or programmatic concerns in a timely manner. This shall include a project plan outlining key implementation steps such as data conversion, testing, training, and go – live procedures.
- C-2.14 The Payroll Vendor shall participate in any official auditing of the Administrative or Program function involving the payroll process.

C-3 MINIMUM REQUIREMENTS

- C-3.1 Payroll Vendor shall have a minimum of three years experience in full service Payroll Accounting Web-Based Systems.
- C-3.2 Payroll Vendor shall have a minimum of three years experience with servicing entities with less than 60 employees.
- C-3.3 Payroll Vendor shall have a minimum of three years experience with current industry standard software testing procedures and protocols consistent with software development life cycle (SDLC) methodologies and in configuration management and systems integration.
- C-3.4 Payroll Vendor shall have a minimum of three years experience in Payroll Accounting specifically in the public sector working with regulatory agencies.

C-4 STANDARD OF PERFORMANCE

- C-4.1 The Payroll Vendor shall at all times, while acting 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. Payroll Vendor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

C-5 ADVERTISING AND PUBLICITY

- C-5.1 Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Payroll Vendor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Payroll Vendor'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-6 CONFIDENTIALITY

- C-6.1 The Payroll Vendor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (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) and Section H.3 of this Contract.

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

PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

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SECTION D

PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1.
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.”)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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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 (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

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PART I - THE SCHEDULE

SECTION F

DELIVERY AND PERFORMANCE

F-1 **CONTRACT TYPE**

The District contemplates awarding a Fixed Price Contract.

F-2 **PERIOD OF PERFORMANCE**

F-2.1 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 (POP) for this Contract shall be One (1) Year from Date of Award with Two (2) One Year Option Periods.

F-3 **OPTION PERIOD**

F-3.1 The District shall extend the POP of this Contract by exercising up to Two (2) One Year Option Periods or a fraction thereof.

F-4 **OPTION TO EXTEND THE TERM OF THE CONTRACT**

F-4.1 The District shall extend the term of this Contract for a period of Two (2) 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. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DMH and subject to the availability of funds at the time of the exercise of the option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Agency Chief Contracting Officer prior to expiration of the Contract.

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

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

F-5 **DELIVERABLES**

Section C "Scope of Work/Deliverables."

F-6 **CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

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 *****

PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I: THE SCHEDULE

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
609 H Street, NE – 4th Floor
Washington, DC 20002
(202) 671-3188 – Office Email: Samuel.feinberg@dc.gov

G-2 TYPE OF CONTRACT

This is a Firm Fixed Contract for Work Adjustment Training Program Services. The Contractor shall be remunerated according to Schedule B Price Sheet. 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. Pursuant to the Terms and Conditions, of this contract individuals working under this contract for Department of Mental Health (DMH) are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

This Contract is a “non-personal service Contract”. It is therefore, understood and agreed that the Contractor and/or the 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 the 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

Funds are not presently available for performance under this Contract beyond September 30, 2012. 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, 2012, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until the 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

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 the Contractor, review the 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

Jerome Austin, Accountant
Department of Mental Health
Saint Elizabeths Hospital
1100 Alabama Avenue, Room 227.00G
Washington, DC 20032
Phone: (202) 299-5102
Fax: (202) 561-6943
E-mail: jerome.austin@dc.gov

G-6 SUBMISSION OF INVOICE

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 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 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. 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

Contracting Officer's Technical Representative 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**

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 the Contractor for performing the services under this contract at the prices stated in Section B.

G-9 **RESPONSIBILITY FOR AGENCY PROPERTY**

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 the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors. The 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 *****

PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting Officer shall be in an amount of \$100 per day where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said contract to a qualified 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 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 CONTRACTOR LICENSE/CLEARANCES

The 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.

H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 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.
- (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.3.2 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.3.3 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 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.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.3.4 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.3.5 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.3.6 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.3.7 Miscellaneous

- (a) **Regulatory References.** A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) **Amendment.** The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, 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-4 **COST OF OPERATION**

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

H.5 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

H.6 **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

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

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

PART I: THE SCHEDULE

SECTION I

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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PART I: THE SCHEDULE

SECTION I

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION I – CONTRACT CLAUSES
CONTRACT CLAUSES

I.1 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://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf. (Right Click on link and select “Open Hyperlink.”)

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District or 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

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.3. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.6 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES

Includes requirement to be in compliance with DMH Policies and Rules with References to DMH Web Site with Link.
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

I.7 OTHER CONTRACTORS

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

I.8 SUBCONTRACTORS

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

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

I-10 SUSPENSION OF WORK

I-10.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

I-10.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

I-10.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

I-11 STOP WORK ORDER

I-11.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

I-11.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).

- I-11.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.
- I-11.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- I-11.5 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-11.6 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.12 INSURANCE

The Contractor shall procure and maintain at its own cost and expense, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in Washington, DC. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractor, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate of insurance has been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Government of the District of Columbia
Department of Mental Health
609 H Street, NE, 4th Floor
Washington, DC 20002

I.13.1 WORKERS' COMPENSATION INSURANCE

A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work will be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/accident, \$100,000/disease, and \$500,000/disease policy limit shall be included.

I.14.2 COMMERCIAL GENERAL LIABILITY INSURANCE

A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this Contract. Products-completed operations, independent contractors, and contractual liability coverage's are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment will be brought onto the job site, the policy shall endorsed to provide coverage's for sudden and accidental pollutions. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

I.14.3 All insurance shall be written with responsible companies. Each insurance policy shall be provided for at least thirty (30) days written notice to the District, prior to any termination or material alternation.

I.15 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Mental Health and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I.16 FIRST SOURCE EMPLOYMENT AGREEMENT

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

I.17 ANTI-KICKBACK PROCEDURES

Definitions:

“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 contract or in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.17.1 “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.17.2 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.

I.17.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.17.4 “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.17.5 “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.17.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- I-17.6 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.12.6.1 Providing or attempting to provide or offering to provide any kickback;
 - I.12.6.2 Soliciting, accepting, or attempting to accept any kickback; or
 - I.12.6.3 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.17.7 The 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.17.8 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I.17.9 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.18 **RIGHTS IN DATA**
- I.18.1 “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.18.2 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.18.3 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.18.4 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.18.5 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 the 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 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. The District shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.
- I.18.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.18.6.1 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;
- I.18.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.18.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
- I.18.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.18.7 The restricted rights set forth in section I-5.6 are of no effect unless:
- I.18.7.1 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

- I.18.7.2 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.18.8 In addition to the rights granted in Section I-5.9 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-5.9 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 this paragraph.
- I.18.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I-2 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.18.10 For all computer software furnished to the District with the rights specified in Section I-5.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I-5.5. For all computer software furnished to the District with the restricted rights specified in Section I-5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.
- I.18.11 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 for the following:
 - I.18.11.1 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
 - I.18.11.2 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.18.12 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.18.13 Sections I-5.6, I-5.7, I-5.8, I-5.11 and I-5.12 in this clause 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

I.19 ORDER OF PRECEDENCE

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

I.19.1 Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order) (Attachment J.2)

I.19.2 Sections A through M of this Contract Number RM-12-RFP-035-WATP-BY2-SC

I.19.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)

I.19.4 DMH Policies and Rules

I.19.5 Best and Final Offer Dated XXX (RFP)

I.19.6 RFP Proposal Dated XXX (RFP)

I.19.7 Solicitation/Request for Proposal Number RM0-12-RFP-035-WATP-BY2-SC as amended, if appropriate

I.19.8 Tax Certification Affidavit (J.3)

I.19.9 EEO Package (J.4)

I.19.10 First Source Agreement (J.5)

I.19.11 Wage Determination (Attachment J.6)

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

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

PART I: THE SCHEDULE

SECTION J

WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

- J-1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (Right click on link, select “Open Hyperlink”) **(27 PAGES)**
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf
- J-2 Consent Order Dated December 12, 2003 In Dixon, et al. v Fenty, et al., ca 74-285 (TFH) (Dixon Consent Order) (18 Pages) (Right click on link, select “Open Hyperlink.”) **(18 PAGES)**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,639222,dmhNav,31262,asp>
- J-3 Tax Certification Affidavit (Right click on link, select “Open Hyperlink.”) **(1 PAGE)**
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/TAX_CERTIFICATION_AFFIDAVIT.pdf
- J-4 Equal Employment Opportunity (EEO) Policy Statement **(6 PAGES)** (Right click on link, select “Open Hyperlink”) http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eo_compliance.pdf
- J-5 First Source Agreement (Right click on link, select “Open Hyperlink.”) **(9 PAGES)**
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/First+Source+Employment+Agreement>
- J-6 Wage Determination No. 2005-2103 (Revision 9) June 9, 2010 **(10 PAGES)**
<http://www.wdol.gov/wdol/scafiles/archive/sca/05-2103.r9>
- J-7 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) **(2 PAGES)**
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.8 Department of Mental Health Policies and Rules **(NEW) (85 PAGES)**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>
- J.9 Contractor’s Affidavit or Responsibility and Cost Pricing Data **(EMAIL ATTACHMENT) (2 PAGES)**

The Contractor 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.

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

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State of _____

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

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

_____ an individual

_____ a joint venture, or

_____ a corporation registered for business in _____

(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in 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 Offeror for a Contract subject to the order.

I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT - REFERENCES SCP CLAUSE 13/DISTRICT EMPLOYEES NOT TO BENEFIT/PAGE 7

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard Contract Provisions 03 07.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_03_07.pdf) (Right Click on link and select "Open Hyperlink")

Each Offeror shall check one of the following:

_____ No person listed in Clause 13 of the Standard Contract Provisions shall benefit from this Contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the Standard Contract Provisions.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

- (i) those prices
- (ii) the intention to submit an Offer, or
- (iii) the methods or factors used to calculate the prices in the Offer;

- (2) The prices in the Offer have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit an Offer for the purpose of restricting competition.
- (b) Each signature on the Offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Offer, 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:

(Please insert full name and title of the person(s) in the organization responsible for determining the prices offered in this Offer)

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) 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.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror shall furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror acknowledges receipt of the following Amendments to the solicitation and related documents numbered and dated as follows:

| Amendment No. | Date | Name of Authorized Representative | Title of Authorized Representative | Signature of Authorized Representative |
|----------------------|-------------|--|---|---|
| | | | | |
| | | | | |
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*****END OF SECTION K*****

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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 responsive and responsible Offeror whose Offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial Offer received, without discussion. Therefore, each initial Offer should contain the Contractor best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and four (4) copies of the written proposals shall be submitted in two parts, titled “**Technical Proposal**” and “**Price Proposal**”. Proposals shall be typewritten in 12 point Times New Roman font on 8.5” by 11” bond paper. Telephonic, and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked “**Proposal in Response to Solicitation No. (insert solicitation number, title and name of Offeror)**”.

L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. Offerors shall respond to each factor in a way that shall allow the District to evaluate the Offeror’s response. Offerors shall submit information in a clear, concise, factual and logical manner, providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.3 Technical Proposal

L.2.3.1 The Technical Proposal shall be no more than 20 single-spaced pages, one side only. The District shall not consider any pages in excess of 20 pages to be a part of the Technical Proposal and shall not review or evaluate such pages. Offeror shall address all of the requirements depicted in Section C – Scope of Work/ Deliverables.

L.2.3.2 Offeror shall also complete the following documents and submit them along with its Technical Proposal:

L.2.3.2.1 Solicitation, Offer and Award form (See Section L.9, below);

L.2.3.2.2 Attachment J.3 of this solicitation, Tax Certification Affidavit

L.2.3.2.3 Attachment J.4 of this solicitation, Equal Employment Opportunity Form

L.2.3.2.4 Attachment J.5 of this solicitation, First Source Agreement

L.2.3.2.5 Attachment J.8 of this solicitation, Contractor’s Affidavit

L.2.3.2.6 Section K of this solicitation, Representations, Certifications and Other Statements of Offeror

L.2.3.2.7 The names, address, phone numbers and e-mail addresses of at least, but no more than three (3) government agencies/points of contact for whom Offeror has provided the same or similar services in the last three (3) years. The District shall contact these agencies as part of conducting its Past Performance Evaluation (See Section M.4, below.)

L.2.3.2.8 Any document required by Section C-2, C-3 and Section L.19 of this solicitation.

L.2.4 **Price Proposal**

L.2.4.1 Offerors shall complete Section B, Pricing Schedule to include a detail supporting Budget Narrative to explain Pricing.

L.3 **PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

L.3.1 **Proposal Submission**

Proposal must be submitted no later than **TUESDAY, NOVEMBER 15, 2011 at 12: NOON (EST) to the following address AND CLEARLY MARKED THAT IT IS A REQUEST FOR PROPOSAL SUBMISSION WITH THE SOLICITATION NUMBER: RM-12-RFP-035-WATP-BY2-SC in compliance with Section L.2:**

Government of the District of Columbia
Department of Mental Health
Contracting and Procurement Services
609 H Street, N.E. - 5th floor
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer

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

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

L.3.2 **Withdrawal or Modification of Proposals**

An 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.

L3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be 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 Contractor can furnish evidence from the postal authorities of timely mailing.

L3.4 Late Modifications

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

L3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the **Contact Person identified in Section A, Page One of this solicitation**. The prospective Offeror shall submit questions no later than Seven (7) Calendar Days after the release date of this solicitation. The District shall not consider any questions received Seven (7) Calendar Days after the release date of this solicitation. The District shall furnish responses promptly to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Mental Health, 609 H Street, N.E., 4th Floor, Washington, DC 20002, Telephone (202) 671-3171/3173 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Director, ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.6.2 Mark each Sheets of data it wishes to restrict with the following legend:

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

L.7 **PROPOSALS WITH OPTIONS YEARS**

The Offeror shall include option year prices in its Price proposal. An Offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 **PROPOSAL PROTESTS**

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

L.9 **SIGNING OF OFFERS**

The Offeror shall sign the Offer in **Blue Ink** and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Offeror’s solicitation submission must be **signed in Blue Ink** by an authorized negotiator as identified in Section K.1 of your submission. DMH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature (e.g. Section K.3-Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement), only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DMH. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the Director/ACCO.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the 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.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.11 prior to commencing work. Evidence of insurance shall be submitted within ten (10) days of request by the District to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Contract and Procurement Services
609 H Street, N.E., 4th Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 - Fax

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 KEY PERSONNEL

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, and shall identify the Project Manager who shall lead the day-to-day activities of the project and outline his/her relevant experience (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

L.18 ACCEPTANCE PERIOD

The Offeror agrees that its Offer remains valid for a period of 120 days from the solicitation's closing date

L.19 LEGAL STATUS OF CONTRACTOR

L.19.1 Offeror must provide as part of its proposal its Name, Address, Telephone Number, Federal tax identification number and DUNS Number.

L.19.2 Offeror must provide a copy with its proposal a copy of each District of Columbia license, registration or certification that 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.19.3 If the Offeror is a partnership or joint venture, Offeror must provide the names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.20 FAMILIARIZATION WITH CONDITIONS

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

L.21 STANDARDS OF RESPONSIBILITY

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

- L.21.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.21.2** 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.21.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.21.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.21.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.21.6** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.7** If the Offeror fails to supply the information requested, the Director/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 Contracting Officer shall determine the Offeror to be non-responsible.

L.22 OPTIONAL PRE-PROPOSAL CONFERENCE

- L.22.1** The District shall conduct an Optional Pre-Proposal Conference on **NOT APPLICABLE FOR THIS SOLICITATION** at the Department of Mental Health, 609 H Street, N.E., 4TH Floor, Washington, D.C. 20002. Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. This conference is to be held no more than 10 days after the release of the solicitation.
- L.22.2** Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's formal position. All questions must be submitted in writing to the Director/ACCO following the close of the Pre-Proposal conference in order to generate a formal answer, but in any event no fewer than seven (7) days prior to the date set for receipt of proposals. Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation, and shall be issued as an Amendment to the solicitation.

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

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M: EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The Contract(s) shall be awarded to the responsible Offeror(s) whose Offer(s) conforming to the solicitation shall be most advantageous to the District, based upon the Evaluation Criteria specified below. 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

The Technical Rating Scale is as follows:

| Numeric Rating | Adjective | Description |
|-----------------------|------------------|--|
| 1 | Unacceptable | Fails to meet minimum requirements; major deficiencies which are not correctable |
| 2 | Poor | Marginally meets minimum requirements; major deficiencies which may be correctable |
| 3 | Acceptable | Meets requirements; only minor deficiencies which are correctable |
| 4 | Good | Meets requirements; no deficiencies |
| 5 | Excellent | Exceeds most, if not all requirements; no deficiencies |

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

M.3 TECHNICAL EVALUATION CRITERIA

M.3.1 The Technical Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this particular solicitation. The criteria serve as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation.

M.3.2 Offeror’s Technical Proposal and Price Proposal shall be evaluated separately.

M.3.3 TECHNICAL EVALUATION FACTORS

Technical Understanding and Technical Approach, Knowledge and Expertise
TOTAL 70 POINTS

- M.3.3.1** Offeror shall demonstrate a clear and concise understanding of the work to be performed as outlined in Section C. **15 Points**
- M.3.3.2** Offeror shall demonstrate ability to provide a web-based time accounting system with appropriate security controls to collect and tabulate time worked by employee on a bi-weekly basis as reported by the employee's supervisor. **15 Points**
- M.3.3.3** Offeror shall have knowledge of and experience with establishing and managing a clearing account into which the customer would forward-transfer estimated payroll and payroll taxes into that account. **15 Points**
- M.3.3.4** Offeror shall demonstrate expertise in electronically filing the proper tax liability forms and forwarding the withheld taxes to State and Federal entities on a timely basis. **15 Points**
- M.3.3.5** Offeror shall demonstrate evidence of controls that are in place within their system to support this process including ongoing data backup, security encryption such as firewalls and intrusion detection for the delivery of reports and timesheets. **10 Points**

M.4 PAST PERFORMANCE EVALUATION **TOTAL 20 POINTS**

- M.4.1** Offeror demonstrates a clear and concise base of relevant experience with the projects or tasks as defined in Section C. **10 Points**
- M.4.2** Offeror shall have experience that demonstrates ability to meet deadlines and comply with this Scope of Work. **10 Points**

M.5 PRICE EVALUATION **TOTAL 10 POINTS**

- M.5.1.** The Price Evaluation shall be objective. All Price Proposals that are submitted must contain the following: 1) submission of budget narrative and justifications, existing resources and other- in-kind supports; 2) narrative justification of each Contract Line Item Number (CLIN) in the proposed budgets, as well as descriptions for existing resources and supports; and 3) describe implementation costs, administrative costs, salaries and benefits. The Offeror with the lowest total Price, including the Base Year and all Option Years, shall receive the maximum Price Points. All other proposals shall receive a proportionately lower score. The following formula shall be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest cost/price proposal} \times 10}{\text{Cost/Price of proposal being evaluated}} = \text{evaluated cost/price score}$$

M.6 PREFERENCE 0 Points

M.7 TOTAL 100 Points

M.8 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

M.8.1 Preference for Subcontracting to Open Market solicitations with No LBE, DEB, RBO Subcontracting Set Aside

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

1. General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

1. Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
2. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
3. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
4. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

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

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

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

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

B. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside

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

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

For Example:

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

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

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

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime Contractor receiving the full bid price reduction or point addition to its overall score for a particular preference shall not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime Contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime Contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime Contractor does not receive a further price reduction or additional points if such Contractor proposes subcontracting with an LBE. However, if this same LBE prime Contractor proposes subcontracting with a DBE, the LBE prime Contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

C. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime Contractor shall receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime Contractor with a LBE, DBE or RBO, even if the prime Contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime Contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime Contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

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

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

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

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

1. Vendor Submission for Preferences

Any vendor seeking to receive preferences on this Contract must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

(a) Evidence of the vendor's, sub Contractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:

- (1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- (2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

2. Evidence that the vendor or any sub Contractor is located in an enterprise zone.

In order for an Contractor to receive allowable preferences under this Contract, the Contractor must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

Refer to J.2.1 for the Self-Certification Package. In order to receive any preferences under this Contract, any vendor seeking self-certification must complete and submit

the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the Contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

Local, Small, and Disadvantaged Business Enterprise Subcontracting

When a prime Contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime Contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

By submitting a signed bid or proposal, the prime Contractor certifies that it shall comply with the requirements of paragraph (a) of this clause.

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