

**Solicitation Number RM-09-RFQ-123-BY2-OF  
MHSIP**

|  |                                 |   |
|--|---------------------------------|---|
| 1. ISSUED BY/ADDRESS OFFER TO:<br><b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH)<br/>CONTRACTS AND PROCUREMENT ADMINISTRATION<br/>64 NEW YORK AVENUE NE<br/>4<sup>th</sup> FLOOR<br/>WASHINGTON, DC 20002</b> |                                 | 2. PAGE OF PAGES:<br><b>1 of 45</b>                                     |
|  |                                 | 3. CONTRACT NUMBER:   |
|  |                                 | 4. SOLICITATION NUMBER:<br><b>RM-09-RFQ- 123-BY2-OF (MHSIP)</b>         |
|  |                                 | 5. DATE ISSUED:   |
|  |                                 | 6. OPENING/CLOSING TIME:<br><b>July 10, 2009 through August 7, 2009</b> |
| 7. TYPE OF SOLICITATION: N/A<br><input type="checkbox"/> SEALED QUOTE<br><input checked="" type="checkbox"/> NEGOTIATION (RFQ)   | 8. DISCOUNT FOR PROMPT PAYMENT: |   |
| NOTE: IN SEALED QUOTE SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "QUOTE AND QUOTE"  |                                 |   |

|                      |   |                   |                    |
|----------------------|---|-------------------|--------------------|
| 10. INFORMATION CALL | NAME:<br>Samuel J. Feinberg, CPPO, CPPB<br>Agency Chief Contracting Officer | TELEPHONE NUMBER: | B. E-MAIL ADDRESS: |
|----------------------|---|-------------------|--------------------|

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| x                     | B    | Supplies/Services and Price/Costs |         | PART III – List of Documents, Exhibits and Other Attach |      |   |         |
| x                     | C    | Description/Specs/Work Statement  |         | x   | J    | List of Attachments   |         |
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| x                     | G    | Contract Administration           |         | x   | M    | Evaluation Factors for Award  | N/A     |
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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 CFSA under "AWARD" below, this offer and the provisions of the RFP/RFQ shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

**AWARD (To be completed by the CFSA)**

|  |  |                                    |  |
|--|--|------------------------------------|--|
| 16. ACCEPTED AS TO THE FOLLOWING ITEMS:          |  | 17. AWARD AMOUNT                   |  |
| 18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) |  | 19. CONTRACTING OFFICER SIGNATURE: |  |
|  |  |                                    |  |
|  |  | 20. AWARD DATE:                    |  |
|  |  |                                    |  |

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

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

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## **SECTION B: SUPPLIES OR SERVICES AND PRICE**

### **B.1 PURPOSE OF SOLICITATION**

The District of Columbia, Department of Mental Health (DMH) Office of Strategic Planning and Policy and Evaluation is seeking a Team consisting of Consumers and Parents of Consumers to administer and conduct the Consumer telephone survey, known as the Mental Health Statistics Improvement Program (MHSIP) for adults and the Youth Services Survey for Families (Y-SSF) for children/youth, code responses and transfer coded responses to an Excel spread sheet for analyses by DMH staff.

### **B.2 CONTRACT TYPE**

The DMH is contemplating executing a Labor Hour Contract for a Base Year with Two Year Option Period.

### **B.3 ORDERING PROCEDURES**

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

### **B.4 SCHEDULE B PRICING**

The District of Columbia, Department of Mental Health (DMH), Mental Health Authority (MHA), and Office of Strategic Planning and Policy (OSPP) and Evaluation is seeking a Project Coordinator and Peer-Support to administer and conduct the Consumer telephone survey, code responses, and transfer coded responses to an Excel spread sheet for analyses by DMH staff.

**SCHEDULE B – PRICING SCHEDULE**

**B.4 Price Schedule**

| BASE YEAR<br>Contract Line Item | ITEM DESCRIPTION    | QTY | UNIT  | UNIT PRICE | TOTAL PRICE |
|---------------------------------|---------------------|-----|-------|------------|-------------|
| CLIN 0001                       | Project Coordinator |     | hours | \$ _____   | \$ _____    |
| CLIN 0002                       | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0003                       | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0004                       | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0005                       | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0006                       | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0007                       | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0008                       | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0009                       | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0010                       | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| <b>GRAND TOTAL</b>              |                     |     |       | \$ _____   | \$ _____    |

\_\_\_\_\_  
**Print Name of Offeror**

\_\_\_\_\_  
**Print Name of Authorized Person**

\_\_\_\_\_  
**Signature of Authorized Principal**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**SCHEDULE B – PRICING SCHEDULE**

**B.4 Price Schedule**

| OPTION YEAR<br>ONE<br>Contract Line Item | ITEM DESCRIPTION    | QTY | UNIT  | UNIT PRICE | TOTAL PRICE |
|--|---------------------|-----|-------|------------|-------------|
| CLIN 0001                                | Project Coordinator |     | hours | \$ _____   | \$ _____    |
| CLIN 0002                                | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0003                                | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0004                                | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0005                                | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0006                                | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0007                                | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0008                                | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0009                                | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| CLIN 0010                                | Peer- Support       |     | hours | \$ _____   | \$ _____    |
| <b>GRAND TOTAL</b>                       |                     |     |       | \$ _____   | \$ _____    |

\_\_\_\_\_  
**Print Name of Offeror**

\_\_\_\_\_  
**Print Name of Authorized Person**

\_\_\_\_\_  
**Signature of Authorized Principal**

\_\_\_\_\_  
**Title**                      **Date**

**SCHEDULE B – PRICING SCHEDULE**

**B.4 Price Schedule**

| <b>OPTION YEAR<br/>TWO<br/>Contract Line Item</b> | <b>ITEM DESCRIPTION</b> | <b>QTY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>TOTAL PRICE</b> |
|---|-------------------------|------------|-------------|-------------------|--------------------|
| <b>CLIN 0001</b>                                  | Project Coordinator     |            | hours       | \$ _____          | \$ _____           |
| <b>CLIN 0002</b>                                  | Peer- Support           |            | hours       | \$ _____          | \$ _____           |
| <b>CLIN 0003</b>                                  | Peer- Support           |            | hours       | \$ _____          | \$ _____           |
| <b>CLIN 0004</b>                                  | Peer- Support           |            | hours       | \$ _____          | \$ _____           |
| <b>CLIN 0005</b>                                  | Peer- Support           |            | hours       | \$ _____          | \$ _____           |
| <b>CLIN 0006</b>                                  | Peer- Support           |            | hours       | \$ _____          | \$ _____           |
| <b>CLIN 0007</b>                                  | Peer- Support           |            | hours       | \$ _____          | \$ _____           |
| <b>CLIN 0008</b>                                  | Peer- Support           |            | hours       | \$ _____          | \$ _____           |
| <b>CLIN 0009</b>                                  | Peer- Support           |            | hours       | \$ _____          | \$ _____           |
| <b>CLIN 0010</b>                                  | Peer- Support           |            | hours       | \$ _____          | \$ _____           |
| <b>GRAND TOTAL</b>                                |                         |            |             | \$ _____          | \$ _____           |

\_\_\_\_\_  
**Print Name of Offeror**

\_\_\_\_\_  
**Print Name of Authorized Person**

\_\_\_\_\_  
**Signature of Authorized Principal**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**SECTION C**

**SUPPLIES OR SERVICES AND PRICE**

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## SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE OF WORK

The DMH requires a Team consisting of Consumers and Parents of Consumers to administer and conduct the Consumer telephone survey, known as the Mental Health Statistics Improvement Programs (MHSIP) for adults and the Youth Services Survey for Families (Y-SSF) for children/youth, code responses, and transfer coded responses to an Excel spreadsheet for analyses by DMH staff.

A Team of Consumers and Parents of adults and/or child Consumers must administer the Consumer survey. The Team shall consist of a Project Coordinator and a minimum of eight (8) Consumers and parent/guardians of children/adolescents who shall comprise a Team of surveyors.

### C.2 REQUIREMENTS

C.2.1 The survey shall be conducted offsite from DMH. The survey Team shall have acquired knowledge of the instruments that are required to conduct the Mental Health Statistics Improvement Programs (MHSIP) and Youth Services Survey for Families (Y-SSF) surveys and shall be trained in survey administration and issues of confidentiality by the DMH Data Infrastructure staff.

C.2.2 The survey Team shall call each Consumer or family member with an identified telephone number as contained in the randomized stratified sample until a minimum of 10% adults, and 20% parents of Consumers. Survey sampling shall be conducted in a manner to achieve a representative sample of all service providers. Oversampling shall be done. It is anticipated that there shall be approximately one thousand-eight hundred (1,800) individuals with completed surveys. Unforeseeable circumstances shall be taken into account (e.g. wrong telephone numbers).

C.2.3 There shall be a minimum of two documented attempted contacts for each Consumer surveyed. Those Consumers who are not contacted by the second telephone contact shall receive a survey by mail for completion and return to DMH within seven business days.

C.2.4 Follow up phone calls and letters shall be sent to each Consumer, parent/guardian who has not returned a survey within the seven (7) business days. Follow-up shall be done until 50% of the unreturned surveys have been returned. A maximum of four telephone contacts shall be made, with the minimum number being two telephone contacts.

C.2.5 All Consumers and Parents or guardians contacted shall be offered an incentive of a \$10.00 gift card to participate in the survey. The Contractor shall be required to keep detailed records on the incentives accepted and there should be documentation of a completed survey matched with an incentive. Consumer

and/or parents and guardians shall be offered an incentive whether the survey is completed by telephone or through the mail. All surveys returned by mail shall qualify to receive an incentive.

- C.2.6 All adults shall be administered the MHSIP. The YSS-F shall be administered to the parent, guardian and/or case managers of the youth as applicable.
- C.2.7 To ensure the minimum quotas shall be achieved, an additional random stratified sample of 300 Consumers and 100 parents and guardians shall receive a mail survey to be completed and returned to DMH within seven business days. The Contractor shall be responsible for mailing the surveys and accepting them back within the seven business days. The Contractor shall do follow up phone calls to request the return of the survey and give the option to do the survey on the telephone. The Contractor must ensure that a record is maintained of surveys mailed out and surveys received. The Contractor must also maintain detailed records on the incentives accepted and there should be documentation of a completed survey matched with an incentive. Incentives must match the receipt of a survey within five business days.

### **C.3 QUALIFICATIONS**

- C.3.1 The Contractor must demonstrate that the following Team members shall be available as needed for this project:

### **C.4 PROJECT COORDINATOR**

- C.4.1 The Project Coordinator shall have responsibility for the administrative management of this project (e.g. maintaining all completed survey protocols, monitoring actual contacts and needed follow-ups), verification that data was entered correctly, trouble shooting, billing and payment of surveyors.
- C.4.2 All surveys shall be conducted during late afternoon, evening and weekends. The Project Coordinator shall maintain accurate records on telephone contacts and submit official reports every two weeks. Telephone contacts shall be categorized (e.g. wrong numbers, Consumer moved).
- C.4.3 The Project Coordinator shall have responsibility for ensuring that all surveys are correctly coded prior to submitting the completed surveys to the Data Infrastructure Grant staff. The coding shall conform to the format developed by the Data Infrastructure Grant staff. The Data Infrastructure Grant staff shall train all Contractor staff responsible for coding in the proper methods required. The Mental Health Statistics Improvement Programs (MHSIP) and Youth Services Survey for Families (Y-SSF) Survey responses shall be entered into this established format upon completion of the survey and a running record of coded responses shall be provided every two weeks to the Data Infrastructure Grant staff. .

**C.5. SURVEY TEAM**

- C.5.1 Each survey Team Member shall either be a Consumer of DMH services or a parent/guardian who has received services from DMH within the last five years.
- C.5.2 Survey Team Members must complete a three-day orientation and pass a test on the content of the orientation.
- C.5.3 The survey Team shall be composed of a minimum of five Adult Consumers and three Parents of child and/or adolescent Consumers.

**C.6 DELIVERABLES**

| <b>MHSIP Contractor Timeline Requirements</b>  |   |
|--|---|
| <b>Requirements</b>  | <b>Requirement Date</b>                         |
| Surveyor Training Start Date   | Within 1 week of contract award date            |
| Surveyor Training Completion Date  | Within 3 weeks of contract award date           |
| Telephone Survey Start Date (making calls, follow ups and entering respondents answers into Excel Spreadsheet) | Within 3 weeks of contract award date           |
| Telephone Survey Completion Date   | 90 days after contract award date               |
| Start Date for Mail Survey   | No later than 45 days after contract award date |
| End Date for Mail Survey   | 80 days after contract award date               |
| Enter received mailed responses into Excel Spreadsheet   | Within 1 week of receiving mailed response      |
| Submit Bi-Weekly Survey Log Report to DMH  | Every two weeks until end of contract           |
| Submit Bi-Weekly Survey Responses to DMH   | Every two weeks until end of contract           |
| Provide Final Report on Completed Survey to DMH  | At the end of 90 days after award contract date |

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

**SECTION D: PACKAGING AND MARKING**

N/A

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

**SECTION E: INSPECTION AND ACCEPTANCE**

N/A

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

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT TYPE**

The District contemplates awarding this RFQ as a Labor Hour Contract.

**F.2 PERIOD OF PERFORMANCE/TERM OF CONTRACT**

The Period of Performance (POP) of this Contract shall be for One (1) Year from Date of Award specified in Section B of the Contract with Two-Year Option Period.

**F.3 RESERVED**

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

F.4.1 The District may extend the POP of this Contract for Two Option Year 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 this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

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

F.4.3 The price for the Option Period shall be as specified in the Contract.

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

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

- G.1.1 The District shall make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this Contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.
- G.1.2 The District shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in duplicate and submitted Accounts Payable with concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in Section G.7 below.
- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information:
- G.2.2.1 Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
- G.2.2.2 Contract number is listed in number four (4) Solicitation Cover Sheet. Assignment of an invoice number by the Contractor is also recommended;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- G.2.2.4 Other supporting documentation or information, as required by the Contracting officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and
- G.2.2.8 Authorized signature.

**G.3 METHOD OF PAYMENT**

(Insert applicable clause i.e. partial payments, progress payments, lump sum. Some clauses are included in the Template Appendix, "Other Clauses."

**G.4 ASSIGNMENTS**

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

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

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

Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to \_\_\_\_\_  
(Name and address of assignee).

**G.5 AGENCY CHIEF CONTRACTING OFFICER (ACCO)**

G.5.1 Contracts may be entered into and signed on behalf of the District Government only by Contracting officers. The address and telephone number of the Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Administration  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Administration  
64 New York Avenue, NE, fourth Floor  
Washington, DC 20002  
Telephone: 202 671-3188

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

G.6.2 The Contractor shall not comply with any order, directive or request that changes

or modifies the requirements of this Contract, unless issued in writing and signed by the DMH Contracts and Procurement Administration (CPA) Director, Agency Chief Contracting Officer.

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

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

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

**Anne M. Sturtz  
Deputy Director  
Office of Strategic Planning, Policy and Evaluation  
64 New York Avenue, N.E., fifth Floor  
Washington, D.C. 20002  
Email: [anne.sturtz@dc.gov](mailto:anne.sturtz@dc.gov)  
Phone: (202) 671-4074**

G.7.2 It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the Contract.

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

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 CONTRACTOR LICENSE/CLEARANCES

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.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE

##### H.2.1 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.2.2 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subContractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.

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

### **H.2.3 PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

#### **H.2.4 OBLIGATIONS OF DMH**

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

#### **H.2.5 PERMISSIBLE REQUESTS BY DMH:**

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

#### **H.2.6 TERM AND TERMINATION**

- (a) **TERM:** The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of Contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) **TERMINATION FOR CAUSE:** Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:

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

(c) **EFFECT OF TERMINATION:**

- (1) Except as provided in Section H.2.6(c)(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subContractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
- (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of Protected information is infeasible; the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

## **H.2.7 MISCELLANEOUS**

- (a) **Regulatory References.** A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) **Amendment.** The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for DMH to comply with the requirements of the Privacy Rule and the Health

Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

- (c) Survival: the respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- (d) Interpretation: Any ambiguity in this Section H.2 shall be resolved to permit DMH to comply with the Privacy Rule.

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

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

### **H.4 LIQUIDATED DAMAGES**

- H.4.1 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 \$375.00 per day where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

- H.4.2 When the Contractor is unable to cure its deficiencies in a timely manner In Addition, 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.

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

**SECTION I**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

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## SECTION I

### CONTRACT CLAUSES

#### I.1 GOVERNING LAW

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

#### I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

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

#### I.3 RESERVED.

#### I.4 TIME

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

#### I.6 SUSPENSION OF WORK

I.6.1 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.6.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.
- I.6.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before 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.7 STOP WORK ORDER**

- I.7.1 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.7.2 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-3).
- I.7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, 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.7.4 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.7.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.7.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**I.8        RESERVED**

**I.9        RESERVED**

**I.10       ANTI-KICKBACK PROCEDURES**

**I.10.1    DEFINITIONS:**

- I.10.1.1 **“Kickback,”** as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subContractor, or subContractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contract or in connection with a subContract relating to a prime Contract.
- I.10.1.2 **“Person,”** as used in this clause, means a corporation, partnership, and business association of any kind, trust, joint - stock company, or individual.
- I.10.1.3 **“Prime Contract,”** as used in this clause, means a Contract or Contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- I.10.1.4 **“Prime Contractor”** as used in this clause, means a person who has entered into a prime Contract with the District.
- I.10.1.5 **“Prime Contractor employee,”** as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

- I.10.1.6 **“SubContract,”** as used in this clause, means a Contract or Contractual action entered into by a prime Contractor or subContractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime Contract.
- I.10.1.7 **“SubContractor,”** as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contract or a subContract entered into in connection with such prime Contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subContractor.
- I.10.1.8 **“SubContractor employee,”** as used in this clause, means any officer, partner, employee, or agent of a subContractor.
- I.10.2** The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.10.2.1 Providing or attempting to provide or offering to provide any kickback;
- I.10.2.2 Soliciting, accepting, or attempting to accept any kickback; or
- I.10.2.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subContractor to a prime Contractor or higher tier subContractor.
- I.10.3** Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.
- I.10.4** 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.10.5** The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the Prime Contractor withhold from sums owed a subContractor under the prime Contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the

Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

**I.11 INSURANCE**

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

I.11.1 **BODILY INJURY:** The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.11.2 **PROPERTY DAMAGE:** Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

I.11.3 **WORKERS' COMPENSATION:** Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.11.4 **EMPLOYER'S LIABILITY:** Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.11.5 **AUTOMOBILE LIABILITY:** Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

I.11.6 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.12 ORDER OF PRECEDENCE**

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

that are hereby incorporated into this Contract by reference and made a part of the Contract:

- I.12.1 Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order).
- I.12.2 Sections A through J of this Contract.
- I.12.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007.
- I.12.4 Wage Determination No. 2005-2103 (Revision No.6, May 29, 2008).
- I.12.5 RESERVED.
- I.12.6 Request for Quote submission date.
- I.12.7 Solicitation/Request for Quote Number RM-09-RFQ-123-BY2-OF

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

## SECTION J

### LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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| CLAUSE NO.   | CLAUSE TITLE  |
|--|---|
| J.1  | Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (NHJ ) (Dixon Consent Order).  |
| J.2  | Sections A through J of this Contract Number: RM-09-RFQ-123-BY2-OF  |
| <b><u>WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:</u></b> |   |
| J.3  | <b>STANDARD CONTRACT PROVISIONS (MARCH 2007)</b><br><a href="http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_Contract_provisions_0307.pdf&amp;open= 34644 ">http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_Contract_provisions_0307.pdf&amp;open= 34644 </a> |
| J.4  | <b>TAX CERTIFICATION AFFIDAVIT</b><br><a href="http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/tax_certification_affidavit.pdf&amp;open= 34644 ">http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/tax_certification_affidavit.pdf&amp;open= 34644 </a>                           |
| J.5  | <b>FIRST SOURCE EMPLOYMENT AGREEMENT</b><br><a href="http://www.dcconvention.com/pdfs/First_Source_Employment.PDF">http://www.dcconvention.com/pdfs/First_Source_Employment.PDF</a>   |
| J.6  | <b>EQUAL EMPLOYMENT OPPORTUNITY DOCUMENT</b><br><a href="http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/eeo_compliance.pdf&amp;open= 34644 ">http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/eeo_compliance.pdf&amp;open= 34644 </a>   |
| J.7  | <b>WAGE DETERMINATION</b><br><a href="#">Wage Determination - May 29, 2008.PDF (568KB)</a>  |
| J.8  | RESERVED  |
| J.9  | Request for Quote submission date (JULY 2009).  |
| J.10   | Solicitation/Request for Quote Number RM-09-RFQ-123-BY2-OF  |

Offeror shall perform all services in accordance with the Standard

Contract Provisions for use with District of Columbia Government Supplies and

Services Contracts, dated March 2007 and incorporated herein by reference.

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

**SECTION K**

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF QUOTES**

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**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF QUOTES**

**K.1 TAX CERTIFICATION**

Each Quote must submit with its quote, a sworn Tax Certification Affidavit incorporated herein as Attachment J.2.

**K.2 TYPE OF BUSINESS ORGANIZATION**

K.2.1 The Quote, 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 Quote is a foreign entity, it operates as:

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

**K.3 EMPLOYMENT AGREEMENT**

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

The Quote certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Quote shall use DOES as the first source for

recruitment and referral of any new employees. The Quote shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Quote to hire or train persons it does not consider qualified based on standards the Quote applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**K.4 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Contracts", dated June 10, 1985 and the Office of Local Business Development 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 Quote 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 Local Business Development regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Quote \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_

Quote \_\_\_ has \_\_\_ has not participated in a previous Contract or subContract subject to the Mayor's Order 85-85. Quote \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub Contractors. (The above representations need not be submitted in connection with Contracts or subContracts, which are exempt from the Mayor's Order.)

**K.5 WALSH-HEALY ACT**

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

All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

**K.6 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**K.7 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Quote shall check one of the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_

**K.8 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 this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a Contract, or
  - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening 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 a Contract 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 Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

***(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);***

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(1) 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 must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

**SECTION L**

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO QUOTES**

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## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO QUOTES

### L.1 CONTRACT AWARD

#### L.1.1 Contract Type (LABOR HOUR)

The District Government contemplates multiple awards to this Firm Fixed Price Contract.

L.1.2 The District reserves the right to accept/reject any/all quotes resulting from this solicitation. The Contracting Officer may reject all quotes or waive any minor informality or irregularity in quotes received whenever it is determined that such action is in the best interest of the District.

L.1.3 The District intends, but is not obligated, to award multiple Contract(s) resulting from this solicitation to the responsive and responsible quote(s) who has/have the lowest quote(s).

### L.2 PREPARATION AND SUBMISSION OF QUOTES

L.2.1 Quotes shall submit a signed original and three (3) copies. Quotes shall be typewritten in 12-point font size on 8.5" by 11" bond paper. The District shall not accept a facsimile copy of a quote as an original quote. All items accepted by the District, all pages of the Request for Quote (RFQ), all attachments and all documents containing the quote's offer shall constitute the formal Contract. **Each quote shall be submitted in a sealed envelope conspicuously marked: "Quotes in Response to Solicitation No. (insert solicitation number, title, name of quote and quote opening date.)"**

L.2.2 The original quote shall govern if there is a variance between the original quote and the copy submitted by the quote. Prospective Offeror's shall return the complete solicitation as its quote.

L.2.3 The District may reject as non-responsive any quote that fails to conform in any material respect to the Respect for Quotes.

L.2.4 The District may also reject as non-responsive any quotes submitted on forms not included in or required by the solicitation. **Prospective Offeror's shall make no changes to the requirements set forth in the solicitation.**

### L.3 QUOTE SUBMISSION DATE AND TIME

**Quotes must be submitted no later than 2:00 p.m. local time on Friday, August 7, 2009.**

### L.4 WITHDRAWAL OR MODIFICATION OF QUOTES

A Prospective Offeror may modify or withdraw its quote upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of quotes, but not later than the exact time set for opening of quotes.

**L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

L.5.1 Quotes, modifications to quotes, 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:

The quote or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of quotes;

The quote 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 after receipt.

**L.5.2 Postmarks**

The only acceptable evidence to establish the date of a late quote, 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 quote, modification or 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 quote shall be considered late unless the quote can furnish evidence from the postal authorities of timely mailing.

**L.5.3 Late Submissions**

A late quote, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.5.4 Late Modifications**

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

**L.5.5 Late Quotes**

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

**L.6 HAND DELIVERY OR MAILING OF QUOTES**

DELIVER OR MAIL TO:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Administration  
Department of Mental Health  
Contracts and Procurement Administration  
64 New York Avenue, NE, 4<sup>th</sup> Floor  
Washington, D. C. 20002

**L.7 ERRORS IN QUOTES**

**Quotes are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so shall be at the quote's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.**

**L.8 QUESTIONS ABOUT THE SOLICITATION**

If a Prospective Offeror has any questions relative to this solicitation, the Prospective Offeror shall submit the questions in writing to the Contracting Officer. The Prospective Offeror shall submit questions no later than five (5) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than five (5) calendar days before the date set for submission of quote. The District shall furnish responses promptly to all other Prospective Offerors. An amendment to the solicitation shall be issued, if that information is necessary in submitting quotes, 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.9 FAILURE TO SUBMIT QUOTES**

Recipients of this solicitation not responding with a quote should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Agency Chief Contracting Officer, (insert agency name, address and telephone number), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, (insert agency name) of the reason for not submitting a quote in response to this solicitation. If a recipient does not submit a quote and does not notify the Agency Chief Contracting Officer, (insert agency name) that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.10 QUOTE PROTESTS**

Any actual or prospective quote 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 quote opening or the time set for receipt of initial quotes shall be filed with the Board prior to quote opening or the time set for

receipt of initial quotes. In procurements in which quotes 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 quotes 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.11 SIGNING OF QUOTES**

L.11.1 The Contractor shall sign in "**BLUE INK**", **quote**, and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each quote must show a full business address and telephone number of the quote and be signed by the person or persons legally authorized to sign Contracts. The person signing the quote must initial erasures or other changes. Quotes signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.11.2 All correspondence concerning the quote or resulting Contract shall be mailed to the address shown on the quote in the absence of written instructions from the quote or Contractor to the contrary. Any quote submitted by a partnership must be signed with the partnership name by a general partnership with authority to bind the partnership. Any quote submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Quotes shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a quote rejection.

**L.12 ACKNOWLEDGMENT OF AMENDMENTS**

The quote 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 quotes. Quotes' failure to acknowledge an amendment may result in rejection of the quote.

**L.13 ACCEPTANCE PERIOD**

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

**L.14 LEGAL STATUS OF QUOTE**

Each quote must provide the following information:

L.14.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Quote;

L.14.2 District of Columbia, if required by law to obtain such license, registration or certification. If the quote 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 quote

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

L.14.3 If the Quote is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or Teaming agreements.

L.14.4 The District reserves the right to request additional information regarding the Quote's organizational status.

**L.15 STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the District the Contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.15.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

L.15.2 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.15.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.15.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.15.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.15.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.15.7 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

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