

**DISTRICT OF COLUMBIA, DEPARTMENT OF BEHAVIORAL HEALTH (DBH)
SOLICITATION, OFFER, AND AWARD
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YOUR AVENUE NE 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: <p style="text-align: center;">1 OF 75</p> 3. CONTRACT NUMBER: <p style="text-align: center;">RM-14-RFP-013-BY4-MA</p> 4. SOLICITATION NUMBER: <p style="text-align: center;">RM-14-RFP-013-BY4-MA</p> 5. DATE ISSUED: 6. OPENING DATE: THURSDAY, SEPTEMBER 12, 2013 CLOSING DATE & TIME: <p style="text-align: center;">FRIDAY, OCTOBER 4, 2013 @ 12:00 P.M. EST</p>	
7. TYPE OF SOLICITATION: N/A <p style="text-align: center;">REQUEST FOR PROPOSAL</p>		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 Agency Chief Contracting Officer	TELEPHONE NUMBER: <p style="text-align: center;">202-671-3188</p>	B. E-MAIL ADDRESS: <p style="text-align: center;">Samuel.Feinberg@dc.gov</p>

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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 Seventeen (17) 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/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DBH)

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:

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

PART 1 – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**B.1 PURPOSE OF CONTRACT**

The Department of Behavioral Health (DBH) is now accepting Requests For Proposals (RFP) for a Consumer Focused Activity Center to provide mutual support, self-help, advocacy, education, information and referral services in an effort to assist people with Mental Illness to regain control over their lives and recovery process. This Consumer Focused Activity Center shall foster an environment that is conducive to self-directed recovery; based on consumer experience, Knowledge and input.

B.2 CONTRACT TYPE

The District contemplates award of a Fixed Unit Price Contract in accordance with 27 DCMR, Chapter 24.

B.3 ORDERING PROCEDURES

Response to this Request for Proposal (RFP) requires completion and signature of Section A (Page 1) and Schedule B Price Sheet (Pages 4-8), written response to the evaluation criteria in Section M and all must submitted as instructed in Section L to the following DBH Contract Staff Assistant:

Meredith Alexander
Contract Specialist
Department of Behavioral Health
Contracts & Procurement Services
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
Office (202) 671-3173
Fax (202) 671-3395 or (202) 671-3194
Email: Meredith.Alexander@dc.gov

B.4 SCHEDULE B - PRICING SCHEDULE

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

BASE YEAR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work:				
0001	Executive Director Salary	12	Months	\$_____	\$_____
0002	Receptionist	12	Months	\$_____	\$_____
0003	Peer Specialist	12	Months	\$_____	\$_____
0004	Occupancy	12	Months	\$_____	\$_____
0005	Staff Development	4	Month	\$_____	\$_____
0006	Office Supplies	12	Each	\$_____	\$_____
0007	Conferences and Travel	12	Each	\$_____	\$_____
0008	Postage (Per Quarter)	4	Quarter	\$_____	\$_____
0009	Overhead	12	Month	\$_____	\$_____
	_____				\$_____
	Print Name				NOT TO EXCEED
	Title				
	Signature				
	Date				

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

OPTION YEAR ONE (1)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work:				
0001	Executive Director Salary	12	Months	\$_____	\$_____
0002	Receptionist	12	Months	\$_____	\$_____
0003	Peer Specialist	12	Months	\$_____	\$_____
0004	Occupancy	12	Months	\$_____	\$_____
0005	Staff Development	4	Month	\$_____	\$_____
0006	Office Supplies	12	Each	\$_____	\$_____
0007	Conferences and Travel	12	Each	\$_____	\$_____
0008	Postage (Per Quarter)	4	Quarter	\$_____	\$_____
0009	Overhead	12	Month	\$_____	\$_____
	_____				\$_____
	Print Name				NOT TO EXCEED
	Title				
	Signature				
	Date				

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

OPTION YEAR TWO (2)

ITEM NO.	SUPPLIES/SERVICES	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work:				
0001	Executive Director Salary	12	Months	\$_____	\$_____
0002	Receptionist	12	Months	\$_____	\$_____
0003	Peer Specialist	12	Months	\$_____	\$_____
0004	Occupancy	12	Months	\$_____	\$_____
0005	Staff Development	4	Month	\$_____	\$_____
0006	Office Supplies	12	Each	\$_____	\$_____
0007	Conferences and Travel	12	Each	\$_____	\$_____
0008	Postage (Per Quarter)	4	Quarter	\$_____	\$_____
0009	Overhead	12	Month	\$_____	\$_____
	_____				\$_____
	Print Name				NOT TO EXCEED
	Title				
	Signature				
	Date				

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

OPTION YEAR THREE (3)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work:				
0001	Executive Director Salary	12	Months	\$_____	\$_____
0002	Receptionist	12	Months	\$_____	\$_____
0003	Peer Specialist	12	Months	\$_____	\$_____
0004	Occupancy	12	Months	\$_____	\$_____
0005	Staff Development	4	Month	\$_____	\$_____
0006	Office Supplies	12	Each	\$_____	\$_____
0007	Conferences and Travel	12	Each	\$_____	\$_____
0008	Postage (Per Quarter)	4	Quarter	\$_____	\$_____
0009	Overhead	12	Month	\$_____	\$_____
	_____				\$_____
	Print Name				NOT TO EXCEED
	Title				
	Signature				
	Date				

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

OPTION YEAR FOUR (4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work:				
0001	Executive Director Salary	12	Months	\$_____	\$_____
0002	Receptionist	12	Months	\$_____	\$_____
0003	Peer Specialist	12	Months	\$_____	\$_____
0004	Occupancy	12	Months	\$_____	\$_____
0005	Staff Development	4	Month	\$_____	\$_____
0006	Office Supplies	12	Each	\$_____	\$_____
0007	Conferences and Travel	12	Each	\$_____	\$_____
0008	Postage (Per Quarter)	4	Each	\$_____	\$_____
0009	Overhead	12	Month	\$_____	\$_____
	_____				\$_____
	Print Name				NOT TO EXCEED
	Title				
	Signature				
	Date				

END OF SECTION B

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE OF WORK:**

C.1.1 The purpose of a Consumer Focused Activity Center in the community is to provide mutual support, self-help, advocacy, education, information and referral services in an effort to assist people with Mental Illness to regain control over their lives and recovery process. This Consumer Focused Activity Center shall foster an environment that is conducive to self-directed recovery; based on consumer experience, knowledge and input.

C.1.2 The Consumer Focused Activity Center must be and/or have:

1. Culturally diverse to include the Latino, **Gay, Lesbian, Bisexual, Transgender** (GLBT) and those who are dually diagnosed with both Substance Abuse, Mental Health Issues and Physically Challenged communities
2. Centrally located, easily accessible to Consumers by bus or metro rail
3. Established and Set Hours of operation for when the Consumer Focused Activity Center shall be opened and closed to the public; In addition, the Hours of operation shall include regular Evening and Weekend hours
4. Job descriptions and set staffing requirements
5. Regularly scheduled activities by persons with the appropriate knowledge, skills and abilities to run them
6. The ability to ascertain the needs of the Consumers and provide feedback to the Department of Behavioral Health (DBH) on gaps in the service system
7. Activities that promote the existence of the center and maintain regular monthly schedules

C.1.3 Location of Services

The Contractor shall provide services for Consumers in the Contractor's Facility (ies) or other community locations.

C.2 SPECIFIC REQUIREMENTS

C.2.1 The Contractor shall provide leadership of the designated Authorized Executive Director.

C.2.2 Contractor shall demonstrate efforts to secure the designated center space as soon as possible and no later than January 31, 2014.

C.2.3 Contractor shall demonstrate efforts to recruit staff for the Consumer Focused Activity Center to include a Deputy Director for the Consumer Focused Activity Center. Job descriptions of the positions shall be sent to the Contracting Officer's Technical Representative Contract (COTR) Vivi W. Smith by January 15, 2014. Contractor shall complete recruitment and hiring no later than January 6, 2014. Training and orientation shall begin immediately following the end of the hiring process as well as on-going and periodic.

C.2.4 Contractor shall submit a progress report to the Contracting Officer's Technical Representative (COTR) by January 31, 2014.

- C.2.5 Contractor shall begin immediate formal and informal advertisement of the upcoming “Grand” Opening, utilizing the media, brochures, flyers and outreach to treatment locations and Consumer Activity Center organizations.
- C.2.6 Contractor shall be able to understand the intricacies of the District of Columbia’s Public Mental Health System.
- C.2.7 Contractor shall be able to understand the intricacies of the DC Department of Behavioral Health (DBH) Contracting, Invoicing and Payment systems.
- C.2.8 Contractor shall develop relationships with both users and providers within the Public Mental Health System.
- C.2.9 The Contractor shall provide services for adults, parents/guardians of children and youth, who wish to participate in peer support/self advocacy groups that are consumer directed and consumer staffed.
- C.2.10 The Contractor shall provide peer-advocacy supported services to Department of Behavioral Health (DBH) consumers, including homeless persons living in District shelters. These services shall include but are not limited to the following:
1. Recreational activities (e.g. social outings)
 2. Educational activities (e.g. discussions and consumer forums)
 3. Peer Support and Peer Advocacy groups to include providing information on the DBH Supported Employment programs
 4. Health education and linkages with medical care including health fairs
 5. Community resource identification
 6. Assistance with benefits and entitlement applications
 7. Improvement of social interpersonal skills and life skills validation (e.g. Wellness Action Plan (WRAP) classes)
 8. Consumer satisfaction surveying
- C.2.10 The Contractor shall provide Outreach Services for Consumers who are fearful, reluctant and/or resistant to participating in the Peer Advocacy Programs (especially those who are living in District shelters or otherwise homeless).
- C.2.11 The Contractor shall provide an appropriate, comfortable and attractive meeting place, which is available for specific periods of time for the identification socialization activities (including weekend and evening hours).
- C.2.12 The Contractor shall provide individual advocacy, educating consumers of their rights, choices and access to services and support. The Contractor shall assist with consumer networking through the distribution of information on relevant consumer activities; host information and educational forums for consumers to discuss issues relevant to obtaining appropriate services; and/or encouraging consumers to actively participate in consumer affairs.

C.3 SERVICE COORDINATION

C.3.1 The Contractor shall provide services in ways that recognize the cultural differences of this population, particularly in working and meeting the needs of the Severely Mentally Ill Adults who are ethnic and cultural minorities and/or disadvantaged. The Contractor shall accept consumers with co-occurring disorders of Substance Abuse and Mental Illness.

C.4 HOURS OF OPERATION

C.4.1 The Contractor shall maintain flexible Hours of Operation to meet the Consumer needs that include at least Five (5) days and Forty (40) hours per week. There shall be flexibility to include evening and weekend hours; however, Hours of Operation must be consistent and routinely posted for Consumers' information. In addition, there shall be a Twenty (24) Hour Emergency contact information containing telephone number and/or on-call number posted for Consumers' information.

C.5 DELIVERABLES

C.5.1 Contractor shall maintain a record of the "Center's" activities, attendees, guest presenters, outreach and referrals.

C.5.2 Contractor's Executive Director shall, without additional compensation from Department of Mental Health (DBH), participate as a Peer-Instructor of at least One (1) class per year for the DBH/ Office of Consumer & Family Affairs (OCFA) Peer Specialist Certification Training.

C.5.3 Contractor shall, at no additional cost to DBH, arrange to have at least One (1) Wellness Recovery Action Plan (WRAP) training available at the Consumer Focused Activity Center on a yearly basis.

C.5.4 Contractor shall provide funding on yearly basis (to include travel, conference registration and hotel) for at least One (1) non-staff Consumer of Mental Health Services to attend a Peer-run, recovery-focused Out-of-State Conference.

C.5.5 Contractor shall keep detailed records of expenditures used to support the Consumer Focused Activity Center activities including all receipts.

C.5.6 Contractor shall provide monthly schedules of projected trainings and provide updates periodically.

C.5.7 Contractor shall present evidence that the Consumer Focused Activity Center participants have some input in the development of the Consumer Focused Activity Center activities.

C.5.8 Contractor shall submit invoices for payment on a Monthly Basis, no later than Ten (10) days after the end of the preceding month. The invoice shall list each request for payment by Contract Line Item Number (CLIN) notation consistent with the Purchase Order.

- C.5.9 Contractor deliverables shall be done on a Monthly Basis in the front of a Report. The report shall be submitted to the Contracting Officer's Technical Representative (COTR) no later than the Tenth (10th) day of the following month.
- C.5.10 Contractor shall maintain a Fiscal Year Report associated with the Period of Performance (POP) that shall be submitted no later than Ten (10) days before the End of the Fiscal Year being Date of Award to September 30 2014.

C.6 STANDARDS OF RESPONSIBILITY

- C.6.1 The Contractor shall demonstrate to the satisfaction of DBH the capability in all respects to perform fully the contract requirements, therefore, the Contractor shall submit the documentation listed below, within Five (5) days of the request by DBH.
- C.6.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- C.6.3 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.
- C.6.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- C.6.5 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- C.6.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- C.6.7 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- C.6.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- C.6.9 If the Contractor 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 Director/ACCO shall determine the prospective Contractor to be non-responsible.

C.7 STANDARD OF PERFORMANCE

- C.7.1 The Contractor shall at all times, while acting in good faith and in the best interests of the DBH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DBH operational policies, procedures and directives while performing the duties specified in this contract.

C.8 ADVERTISING AND PUBLICITY

C.8.1 Unless granted prior, express, written authorization by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DBH endorses recommended or preferred the Contractor's services; shall not use the DBH 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 benefits.

C.9 CONFIDENTIALITY

C.9.1 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DBH 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.

C.10 RIGHTS IN DATA

- C.10.1 "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.
- C.10.2 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.
- C.10.3 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.
- C.10.4 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.

C.10.5 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 unreasonable withhold consent to the Contractor’s request to publish or reproduce data in professional and scientific publications.

C.10.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

C.10.6.1 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;

C.10.6.2 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;

C.10.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

C.10.6.4 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.

C.10.7 The restricted rights set forth in section I-17.6 are of no effect unless:

C.10.7.1 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

C.10.7.2 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.

- C.10.7.3 In addition to the rights granted in Section I-17.9 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-17.9 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.
- C.10.7.4 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I-17.5 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.
- C.10.7.5 For all computer software furnished to the District with the rights specified in Section I-17.3, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I-17.7. For all computer software furnished to the District with the restricted rights specified in Section I-17.6, 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.
- C.10.7.6 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:
- C.10.7.7 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
- C.10.7.8 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

- C.10.7.9 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.
- C.10.7.10 Sections I-17.6, I-17.7, I-17.8, I-17.11 and I-17.12 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

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

PART 1: 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 (“Double click on link.”)

D.2 Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

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SECTION E: INSPECTION AND ACCEPTANCE**E.1 INSPECTION OF SUPPLIES AND SERVICES**

E.1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/ Pages 1-4. **Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1)**
[http://ocp.dc.gov/DC/OCP/ Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/ Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (To open, “right click on mouse,” select “open hyperlink select “OK”)

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

- E.2.1 The Contractor shall be held to the full performance of the Contract. The DBH shall deduct from the Contractor’s invoice, or otherwise withhold payment for any non-conforming service as specified below.
- E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items.
- E.2.3 The DBH shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment.
- E.2.4 In case of non-performed work, DBH shall:
- E.2.4.1 Deduct from the Contractor’s invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the Contract.
- E.2.4.2 DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director, Contracts and Procurement Agency Chief Contracting Officer (Director/ACCO) and at no additional cost to the DBH.
- E.2.4.3 DBH may, at its option, perform the Contracted services by the DBH personnel or other means.
- E.2.5 In the case of unsatisfactory work, DBH:
- E.2.5.1 Shall deduct from the Contractor’s invoice all amounts associated with such unsatisfactory work at the rates set out in Section B, or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactorily completes the work.
- E.2.5.2 May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Director/ACCO and at no additional cost to the DBH.

E.3 TERMINATION FOR CONVENIENCE

- E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Director/ACCO determines that a termination is in the Government's best interest.
- E.3.2 After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Contractor shall immediately proceed with the following obligations:
- E.3.2.1 Stop work as specified in the notice.
- E.3.2.2 Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.
- E.3.2.3 Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
- E.3.2.4 Assign to DBH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement Bids arising out of those terminations.
- E.3.2.5 With approval or ratification to the extent required by the Director/ACCO settle all outstanding liabilities and termination settlement Bids arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.
- E.3.2.6 Transfer title, if not already transferred and, as directed by the Director/ACCO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.
- E.3.2.7 Complete performance of the work not terminated
- E.3.2.8 Take any action that may be necessary for the protection and preservation of property related to this Contract.

E-4 TERMINATION FOR DEFAULT

- E.4.1 DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:
- E.4.1.1 Perform the services within the time specified in the Contract or any extension; or
- E.4.1.2 Make progress as to endanger performance of the Contract; or
- E.4.1.3 Perform any of the other material provisions of the Contract.

- E.4.2 The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within Ten (10) days, or such longer period as authorized in writing by the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.
- E.4.3. If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4 Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5 If the failure to perform is caused by the fault of a subcontractor, at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6 If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7 DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.
- E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

*** END OF SECTION E ***

PART I: THE SCHEDULE

SECTION F - DELIVERY AND PERFORMANCE

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**F.1 TERM OF CONTRACT**

F.1.1 The District contemplates awarding a Fixed Unit 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 modifications made there to. The Period of Performance (POP) for this Contract shall be from Date of Award with Four (4) One Year Option Periods as specified in Section B.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this Contract by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor 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 Exercising of Options or a fraction thereof in this Contract is at the sole and absolute discretion of DBH based upon Satisfactory Performance on the Contract and the Availability of Funding at the time of exercising any Options. 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.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the Section B of the contract.

F-4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F.4.1 In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this contract, or in meeting any other requirements set forth in this contract, the Contractor shall immediately notify the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the DBH.

*** END OF SECTION F ***

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SECTION G: CONTRACT ADMINISTRATION DATA**G.1 CONTRACT ADMINISTRATION**

G.1.1 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 Behavioral Health
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
Office (202) 671-3188
Fax (202) 671-3395
Email: Samuel.Feinberg@dc.gov

G-2 TYPE OF CONTRACT

G.2.1 This is a Fixed Unit Price Contract for Consumer Focused Activity Center. The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, the DBH 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 Behavioral Health (DBH) 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

G.3.1 Any changes, additions or deletions to this contract shall be made in writing by a formal Modification to this contract and shall be signed by the Director, Contracts and Procurement/Agency Chief Contracting Officer only.

G-4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

G.4.1 Funds are not presently available for performance under this Contract beyond September 30, 2014. DBH'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 DBH for any payment may arise for performance under this contract beyond September 30, 2014, 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

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

Vivi Smith
Director of Office of Consumer and Family Affairs
64 New York Avenue, NE 3rd Floor
Washington, DC 20002
Office (202) 673-4377
Fax (202) 673-3433
Email: Vivi.Smith@dc.gov

G-6 INVOICE PAYMENTS

G.6.1 The District shall make payments to the Contractor, upon submission of proper invoices, based upon Fixed Unit Rates and Services provided as specified and accepted, less any discounts, allowances or adjustments provided for in this contract in Section B (Price Schedules).

G.7 SUBMISSION/CERTIFICATION OF INVOICE

G.7.1 The Contractor shall submit, on a monthly basis, One (1) original and Three (3) copies of each invoice for payment to Ms. Catrina Griggs, Accounts Payable Supervisor 64 New York Avenue, NE, 4th Floor Washington, DC 20002 or by email Catrina.Griggs@dc.gov Direct 202-671-4270; Fax 202-6714201. The invoice shall then be forwarded by the Accounts Payable Office to the COTR. The invoices shall include the Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within Thirty (30) days after the Accounts Payable Office receives a proper and certified invoice, 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 corrected and resubmitted as indicated in this clause.**

- G.7.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.7.3 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.7.4 Contract number and invoice number;
- G.7.5 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.7.6 Other supporting documentation or information, as required by the Contracting Officer;
- G.7.7 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.7.8 Name, title, phone number of person preparing the invoice;
- G.7.9 Name, title, phone number and mailing address of person (if different from the person identified in G.4.2.6 above) to be notified in the event of a defective invoice; and
- G.7.10 Authorized signature.
- G.7.11 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 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.8.1 For contracts subject to the First Source Employment Agreement requirement, final request for payment must be accompanied by the report or a waiver of compliance. No final payment shall be made to the Contractor until the CFO has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with the First Source Employment Agreement requirements.

G.9 ASSIGNMENTS

- G.9.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

G.9.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.9.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to: (name and address of assignee).

G.10 THE QUICK PAYMENT CLAUSE

G.10.1 Interest Penalties to Contractors:

G.10.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.10.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.10.2 Payments to Subcontractors:

G.10.2.1 The Contractor must take one of the following actions within Seven (7) days of receipt of Any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

G.10.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day

after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.10.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.10.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G-11 RESPONSIBILITY FOR AGENCY PROPERTY

G.11.1 The Contractor shall assume full responsibility for and shall indemnify the DBH 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 DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

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

PART I: THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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SECTION H: SPECIAL CONTRACT REQUIREMENTS**H.1 LIQUIDATED DAMAGES**

- H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH 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 **\$200.00 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 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 DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DBH 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 DBH 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 (Create Website Link)**H.3.1 Definitions**

- (a) "Business Associate" shall mean The Contractor.
- (b) "DBH" 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 DBH 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 DBH 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 DBH.
- (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 DBH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DBH 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 DBH.
 - (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.3 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.3.
- (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.3.
- (d) The Business Associate agrees to report to DBH any use or disclosure of the protected information not provided for by this Section H.3 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 DBH, 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 DBH 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 DBH or, as directed by DBH, 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 DBH 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 DBH, available to the DBH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DBH'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 DBH 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 DBH 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 DBH 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.3, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DBH as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DBH or the minimum necessary policies and procedures of DBH.
- (b) Except as otherwise limited in this Section H.3, 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.3, 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.3, the Business Associate may use protected information to provide Data Aggregation services to DBH 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 DBH

- (a) DBH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DBH 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) DBH 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) DBH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DBH 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 DBH

DBH 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 DBH.

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 DBH to the Business Associate, or created or received by the Business Associate on behalf of DBH, is destroyed or returned to DBH, 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 DBH's knowledge of a material breach of this Section H.3 by the Business Associate, DBH 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 DBH;
 - (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, DBH shall report the violation to the Secretary.

(c) Effect of Termination.

1. Except as provided in Section H.3.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DBH, or created or received by the Business Associate on behalf of DBH. 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 DBH 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.3 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.3 from time to time as is necessary for DBH 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.3.6 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.3 shall be resolved to permit DBH 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 PROTECTION OF PROPERTY

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

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

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.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended (Create Website Link)

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.

H.8 WAY TO WORK AMENDMENT ACT OF 2006 (Create Website Link)

- H.8.1 Except as described below, the Contractor shall comply with Title 1 of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. La 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for Contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2 The Contractor shall pay its employees and sub-contractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT (Create Website Link)

- H.9.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).
- H.9.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:
- (1) The First Source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
 - (2) The First Source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.9.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.9.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.9.5 The submission of the Contractor's Final request for payment from the District shall contain the following:

- (1) Document in a report to the Director/ACCO its compliance with section H.9.4 of this clause; or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.9.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.9.6.

H.9.6 The Director/ACCO may waive the provisions of section H.9.4 if the Director/ACCO finds that:

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

- H.9.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within Two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.
- H.9.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the Director/ACCO pursuant to this section H.9.8.
- H.9.9 The provisions of sections H.9.4 through H.9.8 do not apply to nonprofit organizations.

H.10 PROCUREMENT PRACTICES REFORM ACT (PPRA) 2010

- H.10.1 <http://ocp.dc.gov/DC/OCP/e-Library/Procurement+Practices+Reform+Act+of+2010>

The purpose of the following information being provided is to help prospective bidder/offeror who has a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link below, and on the left side of page, select "doing Business in the District of Columbia." scroll down list, select "Request for CBE Firms Listing," this shall take bidders/offerors to a form (see attached) to complete and submit on line to begin a search. Request may take up to 24-72 hours depending on the scope of work categories needed. Subcontracting information may also be obtained from the above link for the Bidder/Offeror Certification Form. <http://dslbd.dc.gov>

H.11 FREEDOM OF INFORMATION ACT

- H.11.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for DBH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DBH with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for DBH with programmatic responsibility shall determine the release ability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.12 PUBLICITY

H.12.1 The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.13 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)

H.13.1 The purpose of the following information being provided is to help prospective Bidders/Offerors who have a need to fulfill a 35% CBE Utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link below, and on the left side of page, select “doing Business in the District of Columbia. “Scroll down list, select “Request for CBE Firms Listing,” this shall take bidders/offerors to a form (see attached) to complete and submit on line to begin a search. Request may take up to 24-72 hours depending on the scope of work categories needed. Subcontracting information may also be obtained from the above link for the Bidder/Offeror Certification Form. <http://dslbd.dc.gov>

H.13.2 For Contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.13.3 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.13.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.13.4 Any prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.13.1 and H.13.2.

H.13.5 The purpose of following information being provided is to help prospective bidder/offeror who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250, 000.00 for a given project, to search for responsible subcontractors.

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970 North
Washington DC 20001
Office (202) 727-3900 Fax (202) 724-3786
Email dslbd@dc.gov
Website <http://dslbd.dc.gov>

H.13.6 Subcontracting Plan

- H.13.6.1 If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if the dollar volume of this Contract in accordance with the provisions of Section H.13.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:
- H.13.6.2 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.13.6.3 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient qualified SBEs are available, who are certified business enterprises;
- H.13.6.4 The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;
- H.13.6.5 The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.13.6.6 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.13.6.7 In shall subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.13.6.8 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO, and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.13.6.9 A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor shall make such records available for review upon the District's request; and

- H.13.6.10 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.13.7 Subcontracting plan Compliance Reporting
- H.13.7.1 If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:
- H.13.7.2 The dollar amount of the Contact or procurement;
- H.13.7.3 A brief description of the goods procured or the services contracted for;
- H.13.7.4 The name of the business enterprise from which the goods were procured or services contracted;
- H.13.7.5 Whether the subcontractors to the Contract are certified business enterprises;
- H.13.7.6 The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.13.7.7 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.13.7.8 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.13.8 Enforcement and Penalties for Breach of Subcontracting Plan
- H.13.8.1 Prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.
- H.13.8.2 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.
- H.13.8.3 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.13.8.4 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a

Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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

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SECTION I: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

- I.1.1 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.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (**Double click on link**)

I.2 CONTRACTS THAT CROSS FISCAL YEARS

- I.2.1 Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

- I.3.1 All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

- I.5.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.4. 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 BEHAVIORAL HEALTH POLICIES AND RULES

- I.6.1 Includes requirement to be in compliance with DBH Policies and Rules with References to DBH Web Site with Link. (**Double click on link**)
<http://DBH1.dc.gov/page/policies-rules>

I.7 OTHER CONTRACTORS

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

I.8 SUBCONTRACTORS

- I.8.1 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.
- I.8.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.

I.9 SUSPENSION OF WORK

- I.9.1 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.9.2 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.9.3 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.10 STOP WORK ORDER

- I-10.1 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.10.2 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.10.3 If a stop-work order issued under this clause is canceled or the period of the extension thereof expires the Contractor shall resume work. The Director, Contracts and 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.10.4 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-10.5 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-10.6 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.11 INSURANCE

- I.11.1 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 Thirty (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 Behavioral Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002

I.12 WORKERS' COMPENSATION INSURANCE

- I.12.1 A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work shall 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.13 COMMERCIAL GENERAL LIABILITY INSURANCE

- I.13.1 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 shall 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.13.2 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.14 GOVERNING LAW

- I.14.1 This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Behavioral Health and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I.15 FIRST SOURCE EMPLOYMENT AGREEMENT

I.15.1 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.16 ANTI-KICKBACK PROCEDURES

I.16.1 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 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.

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

I.16.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.16.4 “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.16.5 “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 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.16.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I-16.7 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.16.7.1 Providing or attempting to provide or offering to provide any kickback;

I.16.7.2 Soliciting, accepting, or attempting to accept any kickback; or

- I.16.7.3 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.16.8. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-16.7 of this clause in its own operations and direct business relationships.
- I.16.9 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-16.7 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.16.10 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.17 ORDER OF PRECEDENCE

- I.17.1 A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this contract by reference and made a part of the Contract:
- I.17.2 Dixon Settlement Agreement dated September 8, 2011 in *Dixon, et al. v Gray, et al.*, CA 74 285 (TFH) (Dixon Settlement Agreement) (Attachment J.2)
- I.17.3 Wage Determination) (Attachment J.6)
- I.17.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)
- I.17.5 Sections A through M of this Contract Number **RM-14-RFP-013-BY4-MA**
- I.17.6 Best and Final Offer (BAFO) dated
- I.17.7 Request for Proposal **RM-14-RFP-013-BY4-MA** submission dated
- I.17.8 Request for Proposal **RM-14-RFP-013-BY4-MA**
- I. 17.9 Tax Certification Affidavit (J.3)

I.17.10 EEO Package (J.4)

I.17.11 First Source Agreement (J.5)

I.17.12 Department of Behavioral Health (DBH) Policies and Rule (J.8)

***** 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). **(27 PAGES) (Double click on link)**
[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))
- J-2** Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) **(Double click on link) (22 PAGES) (Double click on link)**
http://www.DBH.dc.gov/DBH/frames.asp?doc=/DBH/lib/DBH/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf
- J-3** Tax Certification Affidavit **(Double click on link) (1 PAGE) (Double click on link)**
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J-4** Equal Employment Opportunity (EEO) Policy Statement **(6 PAGES) (Double click on link)**
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J-5** First Source Agreement **(9 PAGES) (Double click on link)**
[http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%202012%207%2010%20FINAL2%20\(2\).pdf](http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%202012%207%2010%20FINAL2%20(2).pdf)
- J-6** Wage Determination No. 2005-2103 (Revision 12) June 13, 2012 **(10 PAGES) (Double click on link)** <http://www.wdol.gov/sca.aspx>
- J-7** Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) **(2 PAGES) (Double click on link)**
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.8** Department of Behavioral Health Policies and Rules **(NEW) (Double click on link)**
<http://DBH1.dc.gov/page/policies-rules>
- J.9** Level of Care Utilization System (LOCUS/CALOCUS) Evaluations **(55 PAGES) (Double click on link)**
<http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/publication/attachments/TL161.pdf>
- J.10** Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) **(18 PAGES) (Double click on link)**
<http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/publication/attachments/TL165.pdf>
- J.11** Office of Contracting and Procurement Bidder/Offeror Certification Form **(5 PAGES) (Double click on link)**
<http://dc.gov/DCPS/Files/downloads/ABOUT%20DCPS/Doing%20Business%20with%20DCPS/Solicitation%20Attachments/J38CopyofBidderOfferorCertificationsForm.pdf>

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

PART I: THE SCHEDULE

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

K.1.1 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

K.3.1 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

K.4.1 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 WALSH-HEALY ACT

K.5.1 If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000.00 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following items and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now or hereafter, be in effect.
- (b) 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 Chapter 50-202.2). Learners, student Learners, Apprentices and Handicapped Workers may be employed at less than the prescribed minimum wage (see 41 CFR Chapter 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000.00 or more the following information **MUST** be furnished:

- (c) Regular Dealer

_____ The Prospective Offeror is a Regular Dealer.

(d) _____ The Prospective Offeror is not a Regular Dealer.
Dealer Manufacture

_____ The Prospective Offeror is a Dealer Manufacture.

_____ The Prospective Offeror is not a Dealer Manufacture.

**K.6 DISTRICT EMPLOYEES NOT TO BENEFIT - REFERENCES SCP
CLAUSE13/DISTRICT EMPLOYEES NOT TO BENEFIT/PAGE 7
http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf (Double click on link)**

K.6.1 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.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.7.1 (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.8 ACKNOWLEDGMENT OF AMENDMENTS

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

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

*** END OF SECTION K ***

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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 center after double spacing “**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/ Project Description.

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 Section K of this solicitation, Representations, Certifications and Other Statements of Offeror
- L.2.3.2.6 The names, address, phone numbers and e-mail addresses of at least One (1) but no more than Three (3) government agencies/points of contact for which the 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.2.3.2.7 Any document required by Section C 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 **FRIDAY, OCTOBER 4, 2013 @ 12:00 P.M. (EST) to the following address AND CLEARLY MARKED THAT IT IS A REQUEST FOR PROPOSAL SUBMISSION WITH THE SOLICITATION NUMBER: RM-14-RFP-013-BY4-MA in compliance with Section L.2:**

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

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.

L.3.3 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.

L.3.4 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.

L.3.5 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

- L.4.1 **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, Item #10 of this solicitation. The prospective Offeror shall submit questions no later than Seven (7) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than Seven (7) calendar days before the date set or submission of the proposals. 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

- L.5.1 Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Behavioral Health, 64 New York Avenue, NE 2nd 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 those 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

- L.7.1 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

- L.8.1 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 Ten (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

L.9.1 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. DBH 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 DBH. **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

L.10.1 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

L.11.1 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

L.12.1 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

L.13.1 In addition to other proposal submission requirements, the Contractor must submit within Ten (10) days of request 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

L.14.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.12 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
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax
Samuel.Feinberg@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

L.15.1 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

L.16.1 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

L.17.1 The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project, 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

L.18.1 The Offeror agrees that its Offer remains valid for a period of One Hundred Twenty (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.2.1.2 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 **Tuesday, September 24, 2013 from 12:00 P.M. - 1:00 P.M. EST** at the Department of Behavioral Health, 64 New York Avenue, N.E., 3rd Floor Conference Room 354, 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 Seven (7) 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 Five (5) 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 *****

PART I: THE SCHEDULE

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M: EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The Technical Rating is a weighting mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror’s score for each factor. The Offeror’s Total Technical Score shall be determined by adding the Offeror’s score in each Evaluation Factor. For example, if an Evaluation Factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good,” then the score for that Evaluation Factor is 4/5 of 40 or 32.

If sub-factors are applied, the Offeror’s Total Technical Score shall be determined by adding the Offeror’s score for each sub-factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good”

for the first sub-factor and “Poor” for the second sub-factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

The Total sum of the maximum points for Technical Criteria and Price Criterion must be 100 points. **Proposals shall be evaluated based on the following evaluation factors** in the manner described below:

M.3.1 TECHNICAL CRITERIA

(40 Points)

Technical Understanding of the Requirement and Technical Approach

1. Demonstrates a clear understanding of the roles and responsibilities of a Peer-run, Consumer-focused Activity Center.
2. Demonstrate ability to operate a Consumer-Focused Activity Center the guidelines for organizations outlined by the DBH.
3. Demonstrate a thorough understanding of the staffing, organizational and management requirements to operate a Consumer-focused Activity Center.
4. Describes how services shall be adapted to meet the unique cultural and linguistic needs of the individuals served in the program
5. Demonstrate knowledge and understanding of the District of Columbia MHRS service system and the importance of communication with the consumer’s utilizing the Consumer-focused Activity Center.
6. Demonstrates knowledge and understanding of the District of Columbia’s invoicing and payment systems.

Management Plan

(15 Points)

1. Demonstrates that the Key Personnel assigned to this Contract have the content knowledge, knowledge of the needs of individuals with severe and persistent mental illness and the expertise to work in the program. Resumes of all key personnel shall be included in the RFP Proposal submission.
2. Demonstrates how Personnel Resources shall be organized and managed to conduct required activities.
3. Demonstrate how the Contractor shall ensure that consumers are assessed for continued need for this service.

Quality Improvement Plan (15 Points)

Demonstrates how the Contractor shall assess consumer satisfaction and overall effectiveness of the program.

Past Performance Criteria (20 Points)

The Contractor’s past performance (as supported and documented by the previous contracts’ monitoring) for Government Contracts, Grants or subcontracts for similar services within the last three (3) years.

M.3.2 PRICE CRITERION (10 Points Maximum)

The Price Evaluation shall be objective. The Offeror with the Lowest Price shall receive the maximum Price Points. All other Proposals shall receive a proportionately lower total score. The following formula shall be used to determine each offeror's evaluated price score:

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

TOTAL POINTS 100

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.3.2

(12 Points Maximum)

M.3.4 MAXIMUM TOTAL POINTS (112 Points Maximum)

Total Points shall be the cumulative total of the Offeror’s Technical Criteria Points, Price Criterion Points and Preference Points, if any.

M.4 EVALUATION OF OPTION YEARS

RESERVED

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1 Any prime contractor that is a Small Business Enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the Small Business Enterprise (SBE) in response to this Request for Proposals (RFP).
- M.5.1.2 Any prime contractor that is a Resident-Owned Business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3 Any prime contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4 Any prime contractor that is a Local Business Enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an Development Enterprise Zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6 Any prime contractor that is a Disadvantaged Business Enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7 Any prime contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8 Any prime contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any Vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The **Director/ACCO** shall verify the Offeror's certification with DSLBD and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970 North
Washington DC 20001
Office (202) 727-3900
Fax (202) 724-3786
Email dslbd@dc.gov
Website <http://dslbd.dc.gov>

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

*** END OF SECTION M ***