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

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**REQUEST FOR QUOTATION  
WEB-BASED LEARNING MANAGEMENT SYSTEM  
(LMS) SUBSCRIPTION SERVICE  
RM-11-RFQ-111-BY4-LMS-OF**

The Department of Mental Health, Office of Programs and Policies (OPP) is seeking an experienced Contractor to provide a Web-Based Learning Management System Subscription service that can host online training content and maintain training registration and databases.

**Opening Date: Wednesday, July 27, 2011**  
**(Optional) Pre-Bidder's Conference**  
**Wednesday, August 10, 2011**  
**Time: 10:30 AM -12:00 PM**  
**Closing Date: Tuesday, August 16, 2011**  
**Closing Time: 2:00 PM EST.**

Please contact Contracts Specialist O'Linda Fuller, *MBA* @ 202 671-3179 or address: 64 New York Avenue NE, 4<sup>th</sup> Floor Washington, D.C. 20002, or email [Olinda.fuller@dc.gov](mailto:Olinda.fuller@dc.gov) to obtain a copy of the RFQ.

1. ISSUED BY/ADDRESS OFFER TO: <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4<sup>TH</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 53</b>
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: <b>RM-11-RFQ-111-BY4-LMS-OF</b>
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: <b>July 27, 2011/ August 16, 2011 @ 2:00 PM EST.</b>
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> <b>NEGOTIATION (RFQ)</b>	8. DISCOUNT FOR PROMPT PAYMENT: N/A	
NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"		

10. INFORMATION CALL	NAME: Samuel J. Feinberg Agency Chief Contracting Officer	TELEPHONE NUMBER: <b>202-671-3171</b>	B. E-MAIL ADDRESS: Samuel.feinberg@dc.gov
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<input checked="" type="checkbox"/>	C	Description/Specs/Work Statement	5-9	<input checked="" type="checkbox"/>	J	List of Attachments	36
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<input checked="" type="checkbox"/>	G	Contract Administration	18-21	<input checked="" type="checkbox"/>	M	Evaluation Factors for Award	N/A
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**OFFER (TO BE COMPLETED BY CONTRACTOR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFQ/IFB constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

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

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

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

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

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

The Department of Mental Health, Office of Programs and Policies (OPP) is seeking an experienced Contractor to provide a Web-Based Learning Management System Subscription service that can host online training content and maintain training registration and databases.

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

The Department of Mental Health Contracts and Procurement Administration is seeking to Award a Firm Fixed Price Contract for a Term of One Base Year from the Effective Date of Award through 365 days with Four One Year Option Periods.

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

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



**B.3 OPTION YEAR TWO**

CONTRACT LINE ITEM NO.: (CLIN)	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Subscription to the Web-Based Learning Management System (LMS)	1	year	\$	\$
0002	Online Catalogues for training	12	months	\$	\$
GRAND TOTAL					\$

\_\_\_\_\_  
Print Name of Contractor

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**B.4 OPTION YEAR THREE**

CONTRACT LINE ITEM NO.: (CLIN)	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Subscription to the Web-Based Learning Management System (LMS)	1	year	\$	\$
0002	Online Catalogues for training	12	months	\$	\$
GRAND TOTAL					\$

\_\_\_\_\_  
Print Name of Contractor

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**B.5 OPTION YEAR FOUR**

CONTRACT LINE ITEM NO.: (CLIN)	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Subscription to the Web-Based Learning Management System (LMS)	1	year	\$	\$
0002	Online Catalogues for training	12	months	\$	\$
GRAND TOTAL					\$

\_\_\_\_\_  
Print Name of Contractor

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SECTION C

### DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

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## SECTION C

### DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

#### **C.1 BACKGROUND/SCOPE OF WORK**

The Department of Mental Health (DMH) is currently uses a loose patchwork of databases to record and track the professional development of its employees and participation of stakeholders. Historically these records are neither housed in any one location, nor in any one database. This defies efficiency and prevents effective reporting, particularly around mandatory training.

The Department of Mental Health, Office of Programs and Policies (OPP) is seeking an experienced Contractor to provide a Web-Based Learning Management System Subscription service that can host online training content and maintain training registration and databases.

This system should be specific to behavioral healthcare and/or the public mental health system. Additionally and because most distance learning software of necessity also contains scheduling capability, access to such software shall give the Department much greater flexibility and efficiency in the scheduling and recordation of all training.

#### **C.1.1 Task 1: Providing Distance Learning to DMH Employees and Stakeholders**

##### **A. Overview**

Distance Learning (or E-learning) provides a solution to the following problems:

1. Since training is provided over the Internet, and at a time and place of the member's choosing, time away from work is minimized for both employees and stakeholders.
2. Additionally, members have reasonable control over when they may take the training and do not have to be scheduled by a supervisor.
3. Class size is a non-issue.
4. Instructional materials are often a combination of audio and visual and provide a very effective learning environment.
5. All tests are, by definition, computerized and can be evaluated according to various protocols.
6. Training records can be exported from the software to a central database.
7. If desired, training records are available to all authorized personnel from any connected location.

## **C.2 SPECIFIC REQUIREMENTS:**

- C.2.1 The system must be accessible from any *Internet* connected computer. This system needs to be compatible with more popular browsers including but not limited to:
- a. IE V6 and above
  - b. Safari V4 and above
  - c. FireFox 3.5 and above
- C.2.2 The system shall have capacity for both low and high speed versions of content to increase accessibility of end users.
- C.2.3 The system must be demonstrably secure from unauthorized access.
- C.2.4 The system must have fail safe backup capability.
- C.2.5 Members must have reasonable control over when they may take the training and do not have to be scheduled by a supervisor, but the system should have the capability for supervisors to assign trainings and/or completion deadlines.
- C.2.6 However, the system must be capable of an organizational structure such that there are multiple levels of access, for example:
1. end-users
  2. training coordinators
  3. training managers
  4. training supervisors
- C.2.7 The system must be capable of handling the training demands of an organization the size of DMH and various stakeholders served by the Training Institute. Internal capabilities of approximately 1,200 internal users and 2,000 external users during the first year, with an increase of 1000 external users during subsequent years.
- C.2.8 The system must have capacity for instructional materials that combine audio and visual.

C.2.9 The system must be capable of handling in an efficient and timely manner the following training media:

1. Audio
2. Graphic
3. Streaming video

C.2.10 There must be a well-defined and user-friendly process for:

1. Formatting training materials including spell-check.
2. Entering training materials into the system, maintaining version control and printing selected materials.
3. Maintaining and editing training materials
4. Storage of training materials.
5. Restricting access to sensitive training materials.

C.2.11 All tests are, by definition, computerized and can be evaluated according to best practice protocols.

C.2.12 Testing capabilities of the system are such that it can:

1. Analyze distribution of incorrect answers
2. Vary test questions from a pool so that tests are not identical for each user.
3. Include multiple options such as True/False, multiple choice, scales, etc.
4. Link test questions to stated performance objectives.
5. Provide for a Pre-test and a Post-test.
6. Restrict (or provide) access to tests in accordance with an organizational chart such as that described in section B.5.a, above.
7. Allow users to partially complete and then re-login where they left off at later point to complete.
8. Testing capability to review new content prior to public release.

C.2.13 All DMH Training records can be exported from the system software to a central database.

1. The system must use a database of sufficient flexibility that it can communicate with other commonly used methods of storing electronic data.
2. The system must be capable of accommodating a large number of users.
3. The system must be capable of uniquely identifying all users, both internal and external.
4. The reporting module of the system must be capable of:

Given a *defined user* group:

- Produce a list of who *has* completed a given course of instruction.
- Produce a list of who *has not* completed a given course of instruction.
- Produce reports by place of employment, discipline, continuing education, training topic, etc.
- Allow DMH the right to use a reporting program of choice and have full access to the data for ad hoc reporting. Be capable of some flexibility such that reports can be reasonably modified.

C.2.14 Training records are available to all authorized personnel from any connected location.

C.2.15 Catalogues of pre-written behavioral healthcare modules must be available through the Contractor and be pre-approved for continuing education units by nationally recognized bodies for social work, counseling and psychology.

### **C.3 GENERAL REQUIREMENTS**

#### **TASK 2: LEARNING MANAGEMENT SOFTWARE CAPABILITIES**

##### **A. Overview**

Distance learning is, by definition, completed at different times and from different locations, and because the system software captures all training data, all records are stored on that system.

However, as indicated in the Overview for Task 1 above, a great deal of DMH training takes place in different locations and under various auspices throughout the Department. And because there is no one application which at present can be used to schedule that training, there is no one database which *automatically* captures that training.

### **C.4 DELIVERABLES**

C.4.1 The LMS Contractor that DMH uses must also be able to:

1. Provide on-site and telephone training and support to DMH for implementation and ongoing maintenance.
2. Customize “nested” or secondary systems for DMH approved provider agencies that are centralized under the main DMH LMS.
  - a) Nested systems have same capacity for training production and tracking as the primary DMH LMS.
  - b) Would enable DMH to track progress of training at each provider agency by having oversight of the “nested” LMS.
  - c) Centralized LMS must have capacity for at least 60 secondary or “nested” systems.
3. Allow authorized personnel to do the following:
  - a) Provide and search records of attendance and completion;
  - b) Assign training topics and completion target dates to employees;
  - c) General notifications for supervisors when employee training assignments are completed or past due or the ability to run reports on the completion of assigned trainings;
  - d) Manage the awarding and tracking of continuing education units (CEUs) for multiple disciplines and meet standards of local licensing boards, APA and other behavioral healthcare regulatory bodies.

e) Perform all usual tasks associated with the delivery of a course including:

- Scheduling to include the following:
  - Maximum class size
  - Location
  - Online user registration process
- E-mail notifications/confirmations to users
- Printing a roster
- Grading of pre and post-tests
- Charging course fees
- Printing certificates
- Produce reports per section B.6, above.

#### C.4.2 Government Estimate

1. The estimated cost to DMH for access to the system shall be seventy-two thousand dollars the first year and sixty-four thousand annually thereafter.

#### C.4.3 Maintenance and Support (Web Providers Only)

- a) Contractor shall provide average uptime of 99.5% for the supplied application excluding user network/ISP issues within the stated times of system availability
- b) Any application issue must be addressed within 24 hours of the reported call
- c) Updates to the system are to be coordinated and scheduled through the DMH Training Institute. No changes to the application are to be made without the express approval of the Training Institute Manager or his designee.

### **C.5 STANDARD OF PERFORMANCE**

- C.5.1 Contractor shall at all time, act in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

### **C.6 ADVERTISING AND PUBLICITY**

- C.6.1 Unless granted prior, express, written authority by the Contracting Officer, Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that the DMH endorses, recommends or prefers Contractor's services; not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

**C.7 CONFIDENTIALITY**

C.7.1 Contractor shall recognize and acknowledge that, by virtue of entering into this contract and providing services to DMH hereunder, Contractor may have access to certain information of DMH and its clients that are confidential. Contractor shall not at any time, either during or subsequent to the term of this contract, disclose to others, use, copy or permit to be copied, without the Contracting Officer's prior, express, written authority, any confidential DMH information. In the event of ambiguities under this clause, Contractor may seek guidance or clarification from the Contracting Officer, in writing.

**C.8 RIGHTS IN DATA**

C.8.1 Any data first produced in the performance of this contract shall be the sole property of the DMH. Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for DMH under this contract are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.

C.8.2 Contractor agrees to give the DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. Contractor agrees not to assert any rights in common law or in equity in such data.

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

**C.9 DATA CONFIDENTIALITY**

C.10.1 Data must be secure and accessible only to identified DMH employees.

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

**SECTION D**

**PACKING AND MARKING**

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**SECTION D: PACKAGING AND MARKING**

- D.1 References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)

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

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

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

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**INSPECTION AND ACCEPTANCE**  
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**INSPECTION AND ACCEPTANCE**

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

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies%20and%20form/Standard%20Contract%20Provisions%200307.pdf)

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

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

**SECTION F**  
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## **SECTION F**

### **DELIVERY AND PERFORMANCE**

#### **F.1 PERIOD OF PERFORMANCE (POP)**

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

#### **F.2 DELIVERY OF DELIVERABLES**

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

#### **F.3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

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

#### **F.4 LOCATION OF WORK**

Department of Mental Health  
64 New York Avenue  
Washington, DC 20032

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

## SECTION G

### CONTRACT ADMINISTRATION DATA

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## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G.1 CONTRACT ADMINISTRATION

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

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

#### G.2 TYPE OF CONTRACT

This shall be a Firm Fixed Price contract. Contractor shall be remunerated at a fixed unit rate indicated in Section B for service performed. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed. This Contract shall be a “non-personal services contract”. It is therefore, understood and agreed that Contractor and/or Contractor’s employees: (1) 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) , pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the contract objectives. By accepting this order or contract Contractor agrees, that the District, at its discretion, after completion of order or contract period, may hire an individual who is performing services as a result of this order or contract, with restriction, penalties or fees.

#### G.3 MODIFICATIONS

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

**G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

DMH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this Contract beyond September 30, 2012, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

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

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

The COTR for this procurement is: David Shapiro.

**DMH – SEH LIAISON (COTR)**

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

**COTR CONTACT INFORMATION**

David Shapiro  
Program Manager, Organizational Development  
Office of Programs and Planning (OPP)  
64 New York Avenue NE  
Washington DC 20002  
(202) 673-7757-2910 Direct/ (202) 671- Fax  
Email: [david.shapiro@dc.gov](mailto:david.shapiro@dc.gov)

- G.5.2 COTR shall provide oversight and all relevant necessary information concerning the Office positions, policies and procedures, along with being in full compliance with the COTR Appointment Memorandum issued by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- G.5.3 COTR shall provide the final review of all work products.

**G.6 SUBMISSION OF INVOICE**

Contractor shall submit an original copy of the invoice to the Accounts Payable Office and two copies of the invoice on a monthly basis to the Contracting Officer's Technical Representative (COTR) (See Section G.7). The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title, and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

**G.7 CERTIFICATION OF INVOICE**

G.7.1 Contractor shall submit two (2) copies of the invoice for certification to:

David Shapiro  
Program Manager, Organizational Development  
Office of Programs and Planning (OPP)  
64 New York Avenue NE  
Washington DC 20002  
(202) 673-7757-2910 Direct/ (202) 671- Fax  
Email: [david.shapiro@dc.gov](mailto:david.shapiro@dc.gov)

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

G.7.2 Contractor shall submit the original invoice including one original copy for payment to:

Catrina Alston  
Accounts Payable Supervisor  
64 New York Avenue NE 6<sup>th</sup> Floor  
Washington DC 20002  
Email: [catrina.alston@dc.gov](mailto:catrina.alston@dc.gov)  
Direct: 202-671-4270 Fax: 202-671-4201

**G.8 PAYMENT**

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

**G.9 RESPONSIBILITY FOR AGENCY PROPERTY**

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

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

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 LIQUIDATED DAMAGES

H.4.1 When Contractor fails to perform the tasks required under this Contract, DMH shall assess Liquidated damages in an amount of Three Hundred Sixty dollars (\$360.00) per day against Contractor until such time Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

#### H.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE

##### H.2.1 Definitions

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

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

#### H.2.2 Obligations and Activities of Business Associate

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

Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.

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

### H.2.3 Permitted Uses and Disclosures by Business Associate

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

Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

#### H.2.4 Obligations of DMH

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

#### H.2.5 Permissible Requests by DMH

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

#### H.2.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
  - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;

- (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
- (1) Except as provided in Section H.2.6(c)(2), upon termination of the contract, for any reason, the Business Associate return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subContractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
  - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

#### H.2.7 Miscellaneous

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

**H.3 COST OF OPERATION**

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

**H.4 CONTRACTOR LICENSE/CLEARANCES**

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

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

**SECTION I**

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

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## SECTION I

### CONTRACT CLAUSES

#### **I.1 GOVERNING LAW**

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

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

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-3), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov/ocp/site/default.asp>; click on the "OCP Policies" link, and then the link to "Standard Contract Provisions-Supply and Services Contracts."

**I.3** This Section is Reserved for Future Use.

#### **I.4 TIME**

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

#### **I.5 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES**

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

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

#### **I.6 SUSPENSION OF WORK**

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

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

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

## **I.7 STOP WORK ORDER**

- I.7.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to Contractor, require Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree.
- I.7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-3).
- I.7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.

- I.7.4 If the stop-work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this Contract; and Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.
- I.7.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.7.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **I.8 ANTI-KICKBACK PROCEDURES**

### **I.8.1 Definitions:**

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

- I.8.1.7 “SubContractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subContractor.
- I.8.1.8 “SubContractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subContractor.
- I.8.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.8.2.1 Providing or attempting to provide or offering to provide any kickback;
- I.8.2.2 Soliciting, accepting, or attempting to accept any kickback; or
- I.8.2.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subContractor to a prime Contractor or higher tier subContractor.
- I.8.3 Contractor have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.
- I.8.4 When Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, Contractor promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I.8.5 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subContractor under the prime contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

## **I.9 INSURANCE**

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

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

**I.10 ORDER OF PRECEDENCE**

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

- I.10.1 Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order).
- I.10.2 Sections A through J of this Contract.
- I.10.2.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007.
- I.10.4 Wage Determination No. 2005-2103 (Revision No.6, May 29, 2008).

I.10.5 Request for Quote submission date.

I.10.6 Solicitation/Request for Quote Number RM-11-RFQ-111-BY4-LMS-OF

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

## SECTION J

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

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CLAUSE NO.	CLAUSE TITLE
J.1	Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (NHJ ) (Dixon Consent Order).
J.2	Sections A through J of this Contract Number: RM-11-RFQ-111-BY4-LMS-OF

#### **WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:**

J.3	<b>STANDARD CONTRACT PROVISIONS (MARCH 2007)</b> <a href="http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_Contract_provisions_0307.pdf&amp;open= 34644 ">http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_Contract_provisions_0307.pdf&amp;open= 34644 </a>
J.4	<b>TAX CERTIFICATION AFFIDAVIT</b> <a href="http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/tax_certification_affidavit.pdf&amp;open= 34644 ">http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/tax_certification_affidavit.pdf&amp;open= 34644 </a>
J.5	<b>FIRST SOURCE EMPLOYMENT AGREEMENT</b> <a href="http://www.dconvention.com/pdfs/First_Source_Employment.PDF">http://www.dconvention.com/pdfs/First_Source_Employment.PDF</a>
J.6	<b>EQUAL EMPLOYMENT OPPORTUNITY DOCUMENT</b> <a href="http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/eeo_compliance.pdf&amp;open= 34644 ">http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/eeo_compliance.pdf&amp;open= 34644 </a>
J.7	<b>WAGE DETERMINATION</b> <a href="#">Wage Determination - May 29, 2008.PDF (568KB)</a>
J.8	RESERVED
J.9	Request for Quote submission date (July 2011).
J.10	Solicitation/Request for Quote Number RM-11-RFQ-111-BY4-LMS-OF

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

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

**SECTION K**

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

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**SECTION K**

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

**K.1 TAX CERTIFICATION**

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

**K.2 AUTHORIZED NEGOTIATORS**

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

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**K.3 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

a corporation incorporated under the laws of the State of

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in \_\_\_\_\_  
(Country)

**K.4 EMPLOYMENT AGREEMENT**

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

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

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

**K.5 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY**

Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Prospective Contractor for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this Solicitation.

Prospective Contractor \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

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

### **K.6 WALSH-HEALY ACT**

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

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

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

- (c) Regular Dealer

\_\_\_\_\_ The Prospective Contractor is a Regular Dealer.

\_\_\_\_\_ The Prospective Contractor is not a Regular Dealer.

- (d) Manufacturer

\_\_\_\_\_ The Prospective Contractor is a Manufacturer.

\_\_\_\_\_ The Prospective Contractor is not a Manufacturer.

**K.7 BUY AMERICAN CERTIFICATION**

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

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

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

**K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Prospective Contractor shall check one of the following:

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

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

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

**K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Prospective Contractor is considered to be a certification by the signatory that:
- (b) The prices in this Solicitation have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
  - 1. those prices
  - 2. the intention to submit a Contract, or
  - 3. the methods or factors used to calculate the prices in the Contract;
- (d) The prices in this Solicitation have not been and not be knowingly disclosed by the Prospective Contractor, directly or indirectly, to any other Prospective Contractor or competitor before Contract opening unless otherwise required by law; and

- (e) No attempt has been made or shall be made by the Prospective Contractor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (f) Each signature on the offer is considered to be a certification by the signatory that the signatory;
  - 1. Is the person in the Prospective Contractor’s organization responsible for determining the prices being offered in this Solicitation, and that the signatory has not participated and 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 not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
 

\_\_\_\_\_

 (insert full name of person(s) in the organization responsible for determining the prices offered in this Solicitation and the title of his or her position in the Prospective Contractor’s organization);
    - (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
    - (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (g) If the Prospective Contractor deletes or modifies subparagraph (a) (2) above, the Prospective Contractor shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.10 ACKNOWLEDGMENT OF AMENDMENTS**

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

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

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

## SECTION L

### INSTRUCTIONS CONDITIONS AND NOICES TO CONTRACTORS

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## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

#### L.1 CONTRACT AWARD

##### L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

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

##### L.1.2 INITIAL OFFERS

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

#### L.2 QUOTE FORM, ORGANIZATION AND CONTENT

One original and three (3) copies of the written QUOTE shall be submitted in two parts, titled "QUOTE". Each page be numbered, and labeled to include the Solicitation number and name of the Prospective Contractor, Stapled or bond QUOTE be submitted with a minimum of three (3) pages and not to exceed the maximum of five (5) pages, additional pages only for QUOTE and supporting documentation. QUOTE be typewritten in single space, single page, Times New Roman, twelve (12) point font size on 8.5" by 11" bond paper. **Telephonic and telegraphic and/or Electronic Faxed QUOTE "NOT" be accepted.** Each QUOTE be submitted in a sealed envelope conspicuously marked: "QUOTE in Response to Solicitation No. *(insert solicitation number, Title and name of Prospective Contractor)*".

**ALL ATTACHED (.PDF) DOCUMENTS MUST BE COMPLETED IN ITS ENTIRETY FOR THE SUBMISSION TO BE COMPLETED. INCLUDING NON-DISTRICT ENTITIES.**

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

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

**L.3.1 QUOTE SUBMISSION**

QUOTE shall be submitted no later than 2:00 PM (est.) on **Tuesday, August 16, 2011**. The QUOTE, modifications to RFQ, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.3.2 POSTMARKS**

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

**L.3.3 LATE MODIFICATIONS**

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

**L.3.4 LATE QUOTE**

A late QUOTE, 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 Contract.

**L.4 HAND DELIVERY OR MAILING OF QUOTE**

DELIVER OR MAIL TO:

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

**L.5 CONTRACTORS QUESTIONS**

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

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

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

## **L.6 FAILURE TO SUBMIT OFFERS**

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

## **L.7 QUOTE PROTESTS**

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

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

## **L.8 SIGNING OF OFFERS**

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

## **L.9 UNNECESSARILY ELABORATE QUOTE**

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

**L.10 RETENTION OF QUOTE**

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

**L.11 QUOTE**

The District is not liable for any costs incurred by the Prospective Contractors' in submitting QUOTE in response to this Contract.

**L.12 ACKNOWLEDGMENT OF AMENDMENTS**

The Prospective Contractor acknowledge receipt of any amendment to this Contract by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams.

The District shall receive the acknowledgment by the date and time specified for receipt of offers. Prospective Contractors' failure to acknowledge an amendment may result in rejection of the offer.

**L.13 ACCEPTANCE PERIOD**

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

**L.14 RESERVED**

**L.15 LEGAL STATUS OF CONTRACTOR**

Each QUOTE shall provide the following information:

**L.15.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Contractor;

**L.15.2** District of Columbia, if required by law to obtain such license, registration or certification. If the Prospective Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the Prospective Contractor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.15.4** The District reserves the right to request additional information regarding the Prospective Contractor's organizational status.

## **L.16 STANDARDS OF RESPONSIBILITY**

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

- L.16.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.16.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.16.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.16.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7** If the Prospective Contractor fails to supply the information requested, the ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the ACCO shall determine the Prospective Contractor to be non-responsible.

## **L.17. OPTIONAL PRE-BID CONFERENCE**

- L.17.1** Optional Pre-Proposal Conference shall be held on **Wednesday, August 10, 2011** in the conference room (Training Room) located at 64 New York Avenue NE 4<sup>th</sup> floor Washington, DC 20002. Present at the conference shall be representatives from the DMH's, Contracts and Procurement Administration and the Office of Programs and Policies. The purpose shall be to discuss and clarify points of issue involving the Learning Management System (LMS) services.
- L.17.2** Questions may be submitted in advance of the Pre-bidder's conference (Optional) via e-mail to [Samuel.Feinberg@dc.gov](mailto:Samuel.Feinberg@dc.gov) or Fax (202) 671-3395. Agencies and/or organizations planning to attend the Pre -Bidder's conference (Optional) are asked to please limit your organization representation to two (2) persons maximum. Pre-Bidder's Conference Attendance is "Optional".

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