



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

March 8, 2010

**INTEGRATED PRIMARY CARE SERVICES
REQUEST FOR PROPOSALS (RFP) AMENDMENT NUMBER ONE (1)
RM-10-RFP-067-BY0-CPA**

TO ALL PROSPECTIVE OFFERORS:

This Amendment is in two parts.

PART I answers questions submitted by prospective Offerors.

PART II amends certain sections of the RFP.

PART I

Question No.	Section of RFP	Question
1	B.2, M.1, M.4	What is the total value of the contract amount available?
DMH RESPONSE: The total amount of an Offeror's Price Proposal is within the business judgment of the Offeror. See also Sections B.2, M.1 and M.4 of the RFP.		
Question No.	Section of RFP	Question
2	B.2, M.1, M.4	Is there a range or any guidance on what dollar amount an individual contract proposal can request?
DMH RESPONSE: The total amount of an Offeror's Price Proposal is within the business judgment of the Offeror. See also Sections B.2, M.1 and M.4 of the RFP.		

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PART II

The Request for Proposals is hereby amended as follows:

1. The following new **Section H.1, Liquidated Damages**, is added to Section H:

H.1 LIQUIDATED DAMAGES

H.1.1 In addition to any remedies specified elsewhere in the Contract, when the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of \$ 100.00 per day per unavailable services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated Damages accruing until the time DMH is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between its Contract and the new Contract awarded by DMH to the replacement Contractor.

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2. Section I.15, Order of Precedence, is deleted and replaced with the following:

I.15 ORDER OF PRECEDENCE

I.15.1 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 priority the documents comprising this Contract that are incorporated by reference and are a part of the Contract:

- I.15.1.1** Consent Order dated December 12, 2003 in *Dixon, et al. v. Fenty, et al.*, CA 74-285 (TFH) (*Dixon* Consent Order)
- I.15.1.2** Subgrant Agreement between the Department of Mental Health and the National Association of State Mental Health Program Directors (NASMHPD) under Subgrant Number SC-1026-DC-01 (Subgrant Agreement)
- I.15.1.3** Sections A through I of the Contract, in the order in which they appear
- I.15.1.4** Attachment J.1, Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007
- I.15.1.5** Attachment J.2, Wage Determination No. 2005-2103 (Rev. 8), May 26, 2009
- I.15.1.6** Attachment J.6, E.E.O. Information and Mayor's Order 85-85
- I.15.1.7** Attachment J.8, First Source Employment Agreement
- I.15.1.8** Attachment J.9, Living Wage Act Fact Sheet

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- I.15.1.9 Solicitation RM-10-RFP-067-BY0-CPA, as amended
- I.15.1.10 Contractor's Best and Final Offer (as applicable)
- I.15.1.11 Contractor's Initial Proposal
- I.15.2 This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writing and agreements are merged herein and shall not provide a basis for modifying or changing this written Contract.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSALS REMAIN UNCHANGED.

Please sign below and submit this signed Amendment in a sealed envelope, identified on the outside by the RFP number and submission date. This signed Amendment must be received by the DMH/CPA no later than the closing date for the solicitation indicates in block 6 of the Solicitation, Offer and Award form, page one of the RFP. Failure to acknowledge receipt of an Amendment may be cause for rejection of any proposal submitted in response to the subject RFP.



Samuel J. Feinberg, CPPQ, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer

Amendment Number One (1) is hereby acknowledged and is considered a part of the proposal for Solicitation Number **RM-10-RFP-067-BY0-CPA**.

Signature of Authorized Representative

Date

Title of Authorized Representative

Print or Type Name of Offeror