

**DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)  
SOLICITATION, OFFER, AND AWARD  
SECTION A**

<b>1. ISSUED BY/ADDRESS OFFER TO:</b>  <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>	<b>2. PAGE OF PAGES:</b> 1 of 74
	<b>3. CONTRACT NUMBER:</b>
	<b>4. SOLICITATION NUMBER:</b> RM-10-RFP-120-BY2-VM
	<b>5. DATE ISSUED:</b> July 28, 2010
	<b>6. OPENING/CLOSING TIME:</b> August 31, 2010 at 2:00 P.M.

<b>7. TYPE OF SOLICITATION:</b> N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATION (RFP)	<b>8. DISCOUNT FOR PROMPT PAYMENT:</b>
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**NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"**

<b>10. INFORMATION CALL</b>	<b>NAME:</b> Samuel J. Feinberg Agency Chief Contracting Officer	<b>TELEPHONE NUMBER:</b> 202-671-3171	<b>B. E-MAIL ADDRESS:</b> Samuel.feinberg@dc.gov
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**OFFER (TO BE COMPLETED BY THE CONTRACTOR)**

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

<b>13. ACKNOWLEDGEMENT OF AMENDMENTS</b> (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):	<b>AMENDMENT NO:</b>	<b>DATE:</b>

<b>14. NAME AND ADDRESS OF THE CONTRACTOR:</b>	<b>15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)</b>	
<b>14A. TELEPHONE NUMBER:</b>	<b>15A. SIGNATURE:</b>	<b>15B. OFFER DATE:</b>
<b>AREA CODE:</b> <b>NUMBER:</b> <b>EXT:</b>		

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

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

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

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**SECTION B – SUPPLIES OR SERVICE AND PRICE**

**B.1** The District of Columbia Department of Mental Health (DMH) has a need for a Contractor(s) to provide School Based Mental Health Services in a total of six (6) District of Columbia Public Schools (DCPS) in accordance with the Scope of Work provided herein. A Contractor shall apply to provide services in two or four schools.

**B.2** The District contemplates award of a Fixed Price Contract.

**B.3 SERVICE / DESCRIPTION /COST**

Contract Line Item No. (CLIN)	Item Description	Number Of Hours Per Clinician	Quantity	Price Per Unit Hours (Per Clinician)	Total Price
<b>(BASE YEAR)</b>					
0001	<b>School Based Mental Health Services</b> ( 1 clinician per school -2 total)	2080 Hours per Clinician	2 Ea.	\$ _____	\$ _____
0002	<b>School Based Mental Health Services</b> (1 clinician per school - 4 total)	2080 Hours per Clinician	4 Ea.	\$ _____	\$ _____
<b>(OPTION YEAR 1)</b>					
0001	<b>School Based Mental Health Services</b> ( 1 clinician per school -2 total)	2080 Hours per Clinician	2 Ea.	\$ _____	\$ _____
					<b>GRAND TOTAL</b> \$ _____

School Based Mental Health Services  
 RM-10-RFP-120-BY2-VM

<p><b>0002</b></p> <p><b>School Based Mental Health Services</b>          ( 1 clinician per school - 4 total)</p> <p><i>(OPTION YEAR 2)</i></p>	<p><b>2080 Hours per Clinician</b></p>	<p><b>4 Ea.</b></p>	<p><b>\$ _____</b></p>	<p><b>GRAND TOTAL</b></p> <p><b>\$ _____</b></p>
<p><b>0001</b></p> <p><b>School Based Mental Health Services</b>          ( 1 clinician per school -2 total)</p>	<p><b>2080 Hours per Clinician</b></p>	<p><b>2 Ea.</b></p>	<p><b>\$ _____</b></p>	<p><b>GRAND TOTAL</b></p> <p><b>\$ _____</b></p>
<p><b>0002</b></p> <p><b>School Based Mental Health Services</b> ( (1 clinician per school – 4 total)</p>	<p><b>Per Clinician</b></p>	<p><b>4 Ea.</b></p>	<p><b>\$ _____</b></p>	<p><b>GRAND TOTAL</b></p> <p><b>\$ _____</b></p>

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

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

**END OF SECTION B**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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**SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE OF WORK:**

The District of Columbia, Department of Mental Health (DMH) is seeking up to two certified Child/Youth Core Services Agency (CSA) hereinafter referred to as Contractor(s) to provide School Based Mental Health Services in a total of six (6) District of Columbia Public Schools (DCPS). A Contractor may apply to provide services in two or four schools. The Contractor shall be responsible for the hiring per school of one full-time licensed mental health professional hereinafter referred to as Clinician(s) for the implementation of the DMH School Mental Health Program (SMHP) model. DMH shall have full oversight of the program design, evaluation and DCPS interface for the program provided by the Contractor(s). DMH shall provide group supervision on a monthly basis to the Contractor(s). School based mental health Clinicians and all Clinician shall attend the monthly DMH SMHP staff meetings. DMH shall be responsible for the collection of the productivity, clinical and evaluative data and the analysis of the data. DMH shall provide all training on evidence-based programs and provide the materials necessary for implementing the programs in the identified schools.

This Scope of Work is intended to meet the expanded needs of the DMH and DCPS for the provision of school mental health services by a Contractor(s) Clinician(s), in six (6) identified schools which are currently comprised of five elementary schools and one High School and shall require a focus on early childhood mental health (ages 3-5) in the Head Start and Pre-K programs.

**C.1.1 Applicable Documents**

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>N/A</b>			

**C.1.2 Definitions**  
**N/A**

## **C.2 BACKGROUND**

The D.C. School Mental Health Program (SMHP), is a school-based program housed in the Child/Youth Services Division in the Office of Programs and Policy in the Mental Health Authority of the D.C. Department of Mental Health, which offers a comprehensive array of services to children and youth enrolled in the public schools and their families. The SMHP assigns one (1) qualified mental health provider to selected public schools and public charter schools to work collaboratively with school-hired mental health providers to offer prevention and early intervention services, treatment for students and their families and referral to more intensive mental health services when deemed appropriate. Services also include screening, diagnostic, assessments, consultation, training, and limited case management. The services provided by the DMH SMHP are primarily preventative and are available to all students attending the Public Schools in which DMH places a Clinician. Early intervention and treatment services are available to students who are assessed as needing these services, although SMHP is not the service provider on the Individualized Educational Plan (IEP) for Special Education Services, however the SMHP Clinicians can provide counseling services to Special Education when students present with issues of trauma, loss that are not a part of the student's IEP.

## **C.3 REQUIREMENTS**

### **C.3.1 Program Design**

There are three (3) components of the SMHP: Primary prevention (Universal Services), Early Intervention (Targeted Services) and Clinical Services (Indicated Services). A framework that includes the model's three (3) principle components informs the determination of clinical activities within the program.

#### **Principle Component (1) Primary Prevention (Universal Services)**

Based upon the school's annual needs assessment, it is expected that the Contractor's Clinician's shall develop or implement activities aimed at preventing the development of mental health problems and promoting positive development among children and youth. Prevention programs are available to the entire student body, to the school staff, or parents/guardians (depending on the target audience for a particular intervention) school administrators help shape the content of the intervention. Examples of prevention include staff professional development, mental health educational workshops for parents/guardians, school staff, or students, school-wide or classroom-based sexual abuse and violence prevention programs, and general social skills training groups. As well as developing rules and regulations about behavior and safety within the school and

disseminating that information to staff, students, and their families can be a primary prevention intervention.

### **Principle Component (2) Early Intervention (Targeted Services)**

Depending on school needs and enrollment size, there are several targeted interventions conducted each week. It is expected this shall constitute at least ten (10) hours per week for students who have been identified by a referral source for mental health intervention. Interventions are most effectively provided early after a child is identified as “at risk” and before a more serious (i.e., diagnosable) mental health problem develops. These interventions can include training or focused engagement and teaching and support for families and teachers who work with identified children. Targeted interventions are implemented in partnership with other school staff/mental health professionals when appropriate or indicated. Examples include support groups, focused social skills training groups, classroom assessments, one-on-one teacher consultations, dropout prevention programs, and parent training groups.

### **Principle Component (3) Clinical Services (Treatment)**

In all schools there is a need for more intensive services for children and youth that are experiencing more intense or chronic problems: When a child is involved with other entities in the system of care, SMHP Clinicians provide case management through ongoing collaboration with the treatment team in order to support integrated services for the child and his/her family. Examples of clinical services include diagnostic assessment, individual and family counseling, therapeutic groups (i.e., grief and loss groups), and referral for more intensive services outside of the school. Crisis management planning and response procedures, and resource coordination are also included in this level of clinical service. The content and amount of time dedicated to these programmatic activities is determined through a process that includes a needs assessment, which involves the school leadership team, administrators, nurses, counselor, at each school.

## **C.4 TARGET RESPONSE AND INTERVENTIONS**

**C.4.1** Through a partnership with DCPS and the D.C. Public Charter Schools, all DMH School based mental health Clinicians are expected to be members of a crisis team and provide crisis response services to DCPS and D.C. Public Charter Schools, in the event of a school-based crisis. Examples of crises include: student or staff death, community violence, and environmental crises including mercury spills, natural disasters. All staff shall receive training in an evidence-based school crisis response model. Staff is detailed from their school to respond to a crisis on a rotational basis as determined by the DMH Crisis Coordinator. The DCPS SMHP currently operates in fifty-eight (58) public and public charter schools.

**SCHOOL MENTAL HEALTH  
 PROGRAM PROJECTED SCHEDULE**

Prevention Services	Early Intervention Services	Brief Treatment
Not Medicaid Billable	Not Medicaid Billable	Includes Diagnostic Assessment, Individual Counseling, Family/Group Counseling billable through MCO and Community Support billable through MHRHS.  Most services provided in this category are expected to be diagnosable and billable.

**MHRHS SCHEDULE OF BILLABLE SERVICES UNDER  
 BRIEF TREATMENT MODELS IN SMHP**

1. **Diagnostic Assessment:** Clinician shall perform a Diagnostic Assessment on students on his/her caseload unless the student has received a Diagnostic Assessment from another provider within the past 12 months.
2. **Individual Counseling:** It is anticipated that of diagnosable treatment interventions shall be billable as counseling. Counseling may include parents, both with respect to meeting the needs of the child and counseling for the benefit of the parent(s). The percent of billed counseling may vary based on individual school need.
3. **Family/Group Counseling:** It expected that parents will be involved in a minimum of at least one to two sessions throughout the course of a student's treatment. Most Clinicians shall have a caseload of up to 20 plus students. Due to historic lack of family involvement with older students especially High Schools this number may be lower in those schools. It is expected that Clinicians shall run at least 2 groups per year. There are some limitations on times to run groups within schools.

- 4. Community Support:** It is anticipated that some schools will require community support services as a part of the menu of SMHP services. MHRS definitions of community support apply.

**C.5 DELIVERABLES**

- C.5.1** Contractor shall meet with DMH and DCPS representatives to review Memorandum of Understanding (MOU) and Agreement to Proceed documents annually.
- C.5.2** Contractor shall identify primary administrative and clinical staff contacts for the SMHP. Contact information shall be given to DMH Clinical Program Administrator those identified staff shall have phone or face to face contact with DMH-SHMP Manager or Clinical Program Administrator to provide updates on program implementation and for DMH to provide technical assistance as needed.
- C.5.3** The Contractor shall assure a representative(s) familiar with the Contractor's billing system and billing experience address issues related to billing Medicaid Care Organization (MCO) services in schools. All Contract Clinicians are expected to be paneled with each MCO .Revenue realized from billing is required to fund 15% of the overall cost of the Contract Clinicians in the base year of the Contract, 20% in Option Year 1 and 25% in Option Year 2. It is the sole responsibility of the Contractor(s) to collect the revenue from billing to cover these costs.
- C.5.4** The Contractor shall assure that all Contract Clinicians are hired with thirty (30) days of execution of awarded Contract. Contractor shall hire SMHP Clinicians and assure completion of a DCPS Criminal Background Check and physical health examination, including a PPD test annually.
- C.5.5** The Contractor's Clinician(s) shall complete individual Needs Assessment of school(s) within ten (10) days of beginning services.
- C.5.6** The Contractor's Clinician(s) shall implement at evidence-based prevention, early intervention, or intervention programs per schools from the DMH approved list of programs by (to be determined). (Training, coaching and supervision shall be provided based upon Needs Assessment of assigned schools.

- C.5.7** The Contractor shall submit monthly productivity reports to DMH SMHP Evaluator by the 5<sup>th</sup> day of each month for the previous month.
- C.5.8** The Contractor shall be responsible for billing and the processing of payment for services rendered. Services shall be billed according to MCO procedures.
- C.5.9** The Contractor shall complete and submit DMH identified pre-test/post-test evaluation instruments for all evidenced-based programs on youth to evaluation coordinator within five (5) working days of administration. The Contractor shall also complete and submit Ohio Scales at intake and every subsequent ninety (90) days, for youth or clinical caseload to the Evaluation Coordinator within five (5) working days of completion. DMH may add to or change evaluative tools as experience indicates. The Contractor's Clinicians shall be trained in the use of all evaluation tools.
- C.5.10** The Contractor's Clinician(s) shall attend all DMH-SMHP mandatory training sessions. It is anticipated that DMH shall sponsor training on procedures and evidence-based interventions as well as on-going mandatory training throughout the school year.
- C.5.11** The Contractor's Clinician(s) shall participate in special summer programs, such as the supported employment program, for targeted youth as designated by DMH. It is expected that Contract Clinicians shall be working throughout the summer months in DMH SMHP approved activities to further benefit the well-being of students. A written plan for each Contract Clinician's summer activities shall be presented to the DMH Clinical Program Administrator six (6) weeks prior to the end of the school year for approval.
- C.5.12** The Contractor's Clinician(s) shall attend DMH SMHP monthly staff meeting.
- C.5.13** The Contractor's Clinician(s) shall attend DMH SMHP group supervision meetings as determined by the DMH SMHP supervisors.
- C.5.14** The Contractor's Clinician(s) shall maintain clinical records per MCO standard and participate in their respective Contract Agency's Continuous Quality Improvement (CQU) chart reviews and DMH SMHP related CQI projects on an on-going basis.

**C.5.15** The Contractor's Clinician shall meet the following productivity standard:

2080 hours per year = 1 FTE:  
-160 hours of vacation, sick, holiday  
1920 x .25% = 480 hours

**C.5.16** The Contractor shall submit quarterly statements summarizing claims paid at an itemized and aggregate level. Projected billing of potential breakdown of billable hours per school: See C.4 for breakdown of time within each component.

**C.6 FISCAL REQUIREMENTS**

C.6.1 The Contractor must deliver services within the rate that is established in the Contract resulting from this RFP.

C.6.2 The Contractor's proposed budget must be fair and reasonable relating to the costs required to service the number of youths and their families to be served.

C.6.3 The Contractor shall maintain effective fiscal and program management in order to ensure cost effectiveness in the delivery of services and adherence to the established budget.

**END OF SECTION C**

**SECTION D**  
**PACKAGING AND MARKING**  
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**SECTION D: PACKAGING AND MARKING**

**D.1 PACKAGING AND MARKING**

The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J1.

**D.2 POSTAGE AND MAILING FEES**

Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Contract.

**END OF SECTION D**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

E.1 The inspection and acceptance requirements for the resultant Contract shall be governed by clause number six (6), Inspection of Supplies and clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J1.

### **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 District 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. In those cases, partial deductions may be taken from the Contractor's invoice.

E.2.3 The District 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 for unsatisfactory work.

E.2.4 Therefore, in the case of non-performed work, the District:

- (a) Shall 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;
- (b) May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District;
- (c) May, at its option, perform the services by District personnel or other means.

E.2.5 In the case of unsatisfactory work, the District:

(a) 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 satisfactory completes the work;

(b) 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 District.

**END OF SECTION E**

**SECTION F**  
**DELIVERABLES OR PERFORMANCE**  
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**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT TYPE**

The District contemplates awarding Fixed Price Contract.

**F.2 PERIOD OF PERFORMANCE (POP)**

F.2.1 The Period of Performance for this Contract shall be One (1) year from date of award with Two (2) One Year Option Periods.

**F.3 OPTION PERIOD**

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

**F.4 OPTION TO EXTEND THE PERIOD OF PERFORMANCE**

F.4.1 The District may extend the term of this Contract for a period of one year, one year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the Contract, provided that the District shall give the Contractor's a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

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

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

**F.5 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

F.5.1 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/ACCO 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 District.

**END OF SECTION F**

**SECTION G**

**CONTRACT ADMINISTRATION DATE**

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**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

G.1.2 The District shall make payments to the Contractor, upon the submission of proper invoices at the prices stipulated in this Contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

G.1.3 The District shall pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

**Department of Mental Health  
64 New York Ave., N.E., 4<sup>th</sup> Floor  
Washington, DC 20002  
Attn: Accounts Payable**

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

Contractor's name, federal tax ID, and invoice date (Contractors shall to date invoices as close to the date of mailing or transmittal.);

Contract number and invoice number;

Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.

Other supporting documentation or information, as required by the Contracting Officer;

Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

Name, title, phone number of person preparing the invoice;

Name, title, phone number and mailing address of person (if different from the person already identified in the above to be notified in the event of a defective invoice); and

Authorized signature

**G.3            THE QUICK PAYMENT CLAUSE**

**G.3.1            Interest Penalties to Contractors**

G.3.1.1        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.3.1.2        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.3.2            Payments to Subcontractors**

G.3.2.1        The Contractor must take one of the following actions within 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.3.2.2 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.3.2.3 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.3.2.4 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.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.4.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.4.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.5 ASSIGNMENTS OF CONTRACT PAYMENTS**

- G.5.1 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.5.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.
- G.5.3 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.6 AGENCY CHIEF CONTRACTING OFFICER (ACCO)**

Contracts shall be entered into and signed on behalf of the District Government only by the Agency Chief Contracting Officer (ACCO). The address and telephone number of the ACCO is:

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

**G.7 AUTHORIZED CHANGES BY THE AGENCY CHIEF CONTRACTING OFFICER**

- G.7.1 The Agency Chief Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.
- G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Agency Chief Contracting Officer.
- G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

**G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

G.8.1 The COTR is responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract. The COTR for this Contract is:

Name:	Barbara J. Parks, LICSW
Title:	Clinical Program Administrator Prevention & Early Intervention Programs
Agency:	Department of Mental Health
Address	821 Howard Road, S.E. 20020
Telephone:	(202) 698-1871
Facsimile:	(202) 698-2466

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

Contractor shall be held fully responsible for any changes not authorized In advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**END OF SECTION G**

**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, DMH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting Officer shall be in an amount of \$800.00 per day where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

**H.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 and 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 Provision, 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 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Rev 8, dated May 26, 2009, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage

determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

**H.3            AUDITS, RECORDS AND RECORD RETENTION**

**H.3.1**            At any time or times before final payment and three (3) years thereafter, the Director/ACCO may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Director/ACCO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**H.3.2**            The Contractor shall establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

**H.3.3**            The Contractor shall retain all records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

**H.3.4**            The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Director/ACCO.

**H.3.5**            Persons duly authorized by the Director/ACCO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**H.3.6**            The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### **H.4 PUBLICITY**

**H.4.1** The Contractor shall at all times obtain the prior written approval from the Agency Chief Contracting Officer before, any of its officers, agents, employees or sub-Contractor 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.5 FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code section 2-219.01 et seq. ("First Source Act").

**H.5.2** The Contractor shall enter into and maintain , during the term of the Contract, a First Source Employment Agreement, (Section J.2.4) 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 Department of Employment Services ("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.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("Contract compliance report") verifying 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 opening 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.5.4** If the Contract amount is equal to or greater than \$100,000.00 the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Agency Chief Contracting Officer its compliance with the section H.5.4 of this clause, or
- (2) Submit a request to the Agency Chief Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources; I Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Agency Chief Contracting Officer may waive the provisions of section H.5.4 if the Agency Chief Contracting Officer 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 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 certified 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.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Agency Chief Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance

pursuant to section H.5.6 is justified. If the Agency Chief Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Agency Chief Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Agency Chief Contracting Officer 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 the Contract any decision of the Agency Chief Contracting Officer pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6** **CONFLICT OF INTEREST**

**H.6.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the Contract or proposed Contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code Section 1-1190 (a) and Chapter 18 of the DC Personnel Regulations).

**H.6.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such know interests in the performance of the Contract.

**H.7** **PRIVACY COMPLIANCE**

(1) Definitions

(a) *Business Associate*. "Business Associate" shall mean the Contractor.

(b) *Covered Entity*. "Covered Entity" shall mean Department of Mental Health

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity 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 Covered Entity 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 Covered Entity.

(d) *Individual* shall mean a person who qualifies as a personal representative

(e) *Privacy Rules*. "Privacy Rules" shall mean the requirements and restrictions contained in Standards for Privacy of Individually Identifiable Health Information at 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.

(f) *Protected Health Information*. "Protected Health Information" shall mean limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law", except to the extent District of Columbia laws, including the Mental Health Information Act of 1978, have preemptive effect by operation of 45 CFR part 160, subpart B.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or

disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual and in the time and manner [Insert negotiated terms for amendment].

(h) Business Associate agrees to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rules.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity 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) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of this Contract], provided that such use or disclosure would not violate the Privacy Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health 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 Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or 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 Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rules if done by Covered Entity.

(6) Term and Termination

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

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rules means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rules.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 8 (Default) and 16 (Termination for Convenience of the District) 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 Clause shall be resolved to permit Covered Entity to comply with the Privacy Rules.

**H.8 PROTECTION OF PROPERTY**

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

**H.9 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

H.9.1 During the performance of this Contract, the Contractor and any of its sub-Contractors 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.10      SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

H.10.1      During the performance of the Contract, the Contractor and any of its sub-Contractors 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.11      WAY TO WORK AMENDMENT ACT OF 2006**

H.11.1      Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 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.11.2      The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.11.3      The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.11.4      The Department of Employment Services may adjust the living wage annually and the District’s Office of Contracting and Procurement shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov). If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment and the Contractor may be entitled to an equitable adjustment.

H.11.5      The Contractor shall provide a copy of the Fact Sheet attached as J.9 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.9 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.11.6      The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.11.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.11.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail

establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.11.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.12 CONTRACTOR LICENSE/CLEARANCES**

H.12.1 Contractor shall maintain documentation that all staff possesses adequate training, qualifications and competence to perform the duties to which they are assigned and hold current licenses or certification as appropriate.

**H.13 COST OF OPERATION**

H.13.1 Contractor shall be responsible for all costs of operation under this Contract, including but not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

**H.14 CONTRACTOR RESPONSIBILITIES**

Contractor is to perform under the required "Scope of Work" and in accordance with the terms and conditions of this solicitation.

**END OF SECTION H**

**SECTION I**  
**CONTRACT CLAUSES**  
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## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract resulting from this solicitation.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this Contract beyond the Fiscal Year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 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.

- 1.5.3 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.
- 1.5.4 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.
- 1.5.5 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 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 of 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.
- 1.5.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this

Contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

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;

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;

Copy computer programs for safekeeping (archives) or backup purposes; and,

Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.6.6 are of no effect unless

I.  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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8 In addition to the rights granted in Section I.5.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a sub-Contractor under this Contract, the Contractor shall use Section I.5 in the sub-Contract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that sub-Contract data or computer software which is required for the District.
- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if 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 source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for 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 (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.13 above 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 delivery of such work

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

**I.8 FIRST SOURCE EMPLOYMENT AGREEMENT**

- I.8 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.19 CONTRACTS IN EXCESS OF \$1 MILLION**

Any contract in excess of \$1,000,000.00 shall not be binding or give rise or any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

**I.10 THIS SECTION IS RESERVED FOR FUTURE USE**

**I.11 CONTINUITY OF SERVICES**

- I.11.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's

option, may continue to provide these services. To that end, the Contractor agrees to:

Furnish phase-out, phase-in (transition) training; and

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

## **I.12 INSURANCE**

- I.12.1 The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the Contract and within ten (10 ) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Contract period.
- I.12.2 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.12.3 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.12.4 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.12.5 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.12.6 Automobile Liability: The 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.12.7 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the Agency Chief 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.13 EQUAL EMPLOYMENT OPPORTUNITY**

I.13.1 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.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by equal employment requirements.

**K.14 TAX CERTIFICATION**

K.14.1 Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.4

**I.15 CONTRACT MERGER CLAUSE**

I.15.1 This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written Contract.

**I.16 ORDER OF PRECEDENCE**

I.16.1 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.16.1.2 Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order) Attachment J.3) (*if appropriate*)

I.16.1.3 Contract Sections A through J of this Contract Number RM-10-RFP-120-BY2-VM

I.16.1.4 Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March, 2007 (Attachment J.1)

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- I.16.1.5 Wage Determination No. 2005-2103 (Revision No. 8, May 26, 2009) (Attachment J.2).
- I.16.1.6 Best and Final Offer dated ....
- I.16.1.7 Proposal submission dated ...
- I.16.1.8 Solicitation/Request for Proposal Number RM-10-RFP-120-BY2-VM, as amended (if appropriate).
- I.16.1.9 The Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements shall be merged herein and shall not provide a basis for modifying or changing the written Contract.

**END OF SECTION I**

**SECTION J: LIST OF ATTACHMENTS**

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, March 2007
- J.2** Wage Determination No. 2005-2103, Rev. 8, dated May 26, 2009
- J.3** EEO information and Mayor Orders 85-85
- J.4** Tax Certification Affidavit
- J.5** First Source Agreement
- J.6** Contractor's Affidavit of Responsibility
- J.7** Mental Health Rehabilitation Services (MHRS) Provider Certification Standards (by reference)

**END OF SECTION J**

**SECTION K**

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

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**SECTION K:**

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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**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 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 sub-Contract 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 Offerors. (The above representations need not be submitted in connection with Contracts or sub-Contracts, 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 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.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

K.5.1 Each Offeror shall check one of the following:

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

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

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**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a Contract, or
  - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and

that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**END OF SECTION K**

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES**  
**TO OFFERORS**

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## **SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 OPTIONAL PRE-PROPOSAL CONFERENCE**

An Optional Pre-proposal conference shall be held at **11:00 a.m. on August 20, 2010 at 64 New York Avenue, N.E., Washington, DC 20002, Conference Room C.** Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Pre-proposal conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the RFP document as well as to clarify the contents of the RFP. Any major revisions to the RFP as a result of the conference, or answers to deferred questions shall be made in the form of written addenda to the original RFP.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-proposal conference are only intended for general direction and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Offerors who are listed on the official bidder's list as having received a copy of the solicitation.

### **L.2 CONTRACT AWARD**

#### **L.2.1 Most Advantageous to the District**

The District intends to award no more than Two (2) Contract awards resulting from this solicitation to the responsive and responsible Offeror(s) 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.2.2 Initial Offers**

The District may award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the

Offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One Original and Six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked "Proposal in Response to Solicitation No. (insert solicitation number, title and name of Offeror)".

*(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror 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.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.4.2 Proposal Submission**

**Proposal must be submitted no later than 2:00 p.m. local time on August 31, 2010 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-10-RFP-120-BY2-VM.**

**Department of Mental Health  
Contract and Procurement Administration  
64 New York Avenue, N.E., 4<sup>th</sup> Floor  
Washington, DC 20002.  
Attn: Samuel J. Feinberg, Agency Chief Contracting Officer**

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

(a) The proposal or modification was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) 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.4.3 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.4.4 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 Offeror can furnish evidence from the postal authorities of timely mailing.

#### **L.4.5 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.4.6 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.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified on page 1, in writing. **The prospective Offeror shall submit questions no later than 5 calendar days prior to the closing date and time indicated for this solicitation.** The District will not consider any questions received less than 5 calendar days before the date set for submission of proposal. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Contract will not be binding.

**L.6 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Contracts and Procurement Administration, Director, Contracts and Procurement, Agency Chief Contracting Officer, Department of Mental Health, 64 New York Avenue, N.E., 4<sup>th</sup> Floor, Washington, DC 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise Director, Contracts and Procurement Administration, Agency Chief Contracting Officer, Department of Mental Health 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, Contracts and Procurement, Agency Chief Contracting Officer, Department of Mental Health that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.7.1** Offerors who include in their proposal 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 will 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 right to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to the restriction is contained in sheets (**inset page numbers or other identification of sheets**”).

**L.7.2** Mark each sheet 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.8 PROPOSALS WITH OPTION YEARS**

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

**L.9 PROPOSAL PROTESTS**

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14<sup>th</sup> 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.10 SIGNING OF OFFERS**

The Contractor shall sign the offer in **Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. 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 Contracting Officer.

**L.11 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.12 RETENTION OF PROPOSALS**

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

**L.13 PROPOSAL COSTS**

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

**L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

**L.15 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

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

**L.16 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror 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. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.17 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will 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 will be reopened unless the Agency Chief 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 Contractor selection and award based on the best and final offers received. If discussions are reopened, the Agency Chief Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.18 KEY PERSONNEL**

The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who will 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.19 ACCEPTANCE PERIOD**

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

**L.20 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.20.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;

**L.20.2** A copy of each District of Columbia license, registration or certification 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.20.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.21 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. Contractors will 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.22 STANDARDS OF RESPONSIBILITY**

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

- L.22.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.22.2** 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.22.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.22.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.22.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.22.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.22.7** Furnish evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.22.8** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

**END OF SECTION L**

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**  
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**SECTION M - EVALUATION FACTORS**

**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**

The Technical Rating Scale is as follows:

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

For example, if a sub-factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub-factor, the score for the sub-factor is 4.8 (4 divided by 5 x 6). The sub-factor scores shall be added together to determine the score for the factor level.

**M. 3 EVALUATION STANDARDS**

Selection of Offerors for Contract awards shall be based on an evaluation of proposals against the following factors:

**M.3.1 TECHNICAL CRITERIA**

**Business Capability (0-20 POINTS) PTS.**

Offeror demonstrates fiscal viability of CSA based last two years financial statements. 0-5

Offerors demonstrates high performing administrative Infrastructure with respect to personnel operation, billing system – including clean claims rate with DMH MHRS claims and MCO claims – and personnel management resources. 0-5

Offeror demonstrates expertise and competence in delivery of services for children and families, including competence in specialty services including trauma focused CBT and behavioral management interventions as a primary component of community support. 0-10

**Organizational Capability (0-15 POINTS)**

Offeror demonstrates experience capability to implement school-based mental health services, include previous start up experience for new lines of business, expanded service array and experience with prevention and early intervention models of service. Includes description of how clinical supervision shall be accomplished 0-15

**School Mental Health Program Operation Capability (0-15 POINTS)**

Offeror demonstrates proposed Table of Organization, outlining clinical supervision, IT, claims interface and general administrative support 0-5

Offeror demonstrates organization has established positive relationship with area schools, community based organizations and Healthy Families/Thriving Communities neighborhood collaborative(s) as 0-5

School Based Mental Health Services  
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evidenced by letters of support with descriptions of how collaboration occurs at a service delivery level.

Offeror demonstrates familiarity with evaluation procedures, including assessment of model fidelity, outcomes and retrospective record review. 0-5

**Clinical Competency (0-35 POINTS)**

Offeror demonstrates provision of community based treatment to school- aged youth including engagement with family and natural supports. 0-15

Offerors demonstrates familiarity with and extent to which evidence-based approaches in the treatment of youth and their families are embedded in the CSA's service array and staff competence 0-10

Offeror demonstrates experience with provision of prevention and early intervention services for school- aged youth including 3-5 year olds. 0-10

**Quality Service Capability (0-10 POINTS)**

Offeror demonstrates how quality improvement activities are employed by the CSA to improve access and quality of services to children/youth and their families. 0-5

Offeror demonstrates family-centered treatment planning and intervention models including utilization of child/family teams that include participation of family-involved D.C. child-serving agencies and Healthy Families/Thriving Community Collaboratives. 0-5

**M.3.2 PRICE/COST (0-5 POINTS)**

The price evaluation will be objective. The Offeror with the lowest cost/price will receive the maximum price points. All other proposals will

receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated cost/price score:

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

**M.3.3 PREFERENCE (0-12 POINTS)**

**M.3.4 TOTAL (0-112 POINTS)**

**M.4 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

**M.4.1 Preference points for Local Business, Disadvantaged Businesses, Resident Business Ownerships or Businesses operating in an Enterprise Zone.**

**1. General Preferences**

Under the provisions of D.C. Law 13.169, "Equal Opportunity for Local, Small or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating Offers from businesses that are Local, Disadvantaged, Resident Business Ownership or Located in an Enterprise Zone of the District of Columbia.

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

(a) Four percent reduction in the Proposal price or the addition of four point on a 100 point scale for a Local Business Enterprise (LBE) certified by the Department of Small and Local Business Development (DSLBD);

(b) Three percent reduction in the Proposal price or the addition of three points on a 100 point scale for a Disadvantaged Business Enterprise (DBE) certified by the DSLBD;

(c) Three percent reduction in the Proposal price or the addition of three points on a 100 point scale for a Resident Business Ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the DSLBD; and

(d) Two percent reduction in the Proposal price or the addition of two points on a 100 point scale for a business located in an Enterprise

Zone, as defined in Section 2(5) of D.C. Law 12.268 and in 27 DCRM 899, 39 DCR 9087.9088 (December 4, 1992).

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

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

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

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

## **2. Preferences for Sub-Contracting in Open Market Solicitations with no LBE, DBE, RBO Sub-Contracting Set Aside.**

The preferences for sub-Contracting in Open Market solicitations where there is no LBE, DBE or RBO Sub-Contracting set aside are as follows:

(a) If the prime Contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District shall award the above stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime Contractor for sub-total dollar value of the bid or proposal that is designated by the prime Contractor for sub-Contracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

(b) If the prime Contractor is a joint venture that is not certified LBE, certified DBE or certified RBO joint venture, or if the prime

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

**For Example:**

If a non-certified prime Contractor sub-contracts with a certified Local Business Enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Sub-Contract}}{\text{Amount of Contract}} \times 4(*) = \text{Points Awarded for Evaluating DSLBD Sub-Contracting}$$

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

The maximum total preference under the Act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP. Any prime Contractor receiving the full bid price reduction or point addition to its overall score for a particular preference shall not receive any additional bid price reduction or points for further participation on a sub-Contracting level for the particular preference. However, the prime Contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a sub-Contracting level for that difference preference. For example, if a LBE prime Contractor received the four percent bid price reduction or the equivalent of four points on a 100 point sale, the LBE prime Contractor does not receive a further price reduction or additional points if such Contractor proposes sub-contracting with a DBE, the LBE prime Contractor receives a further proportional bid price reduction or point addition for the DBE participation on the sub-Contracting level.

**3. Preference for Open Market Solicitations with LBE, DBE, or RBO Sub-Contracting Set-Aside.**

If the solicitation is an open market solicitation with LBE, DBE or RBO sub- contracting set-aside, the prime Contractor shall receive the LBE, DBE, or RBO preference only if it is a certified LBE, DBE or RBO. There

shall be no preference awarded for sub-Contracting by the prime Contractor with a LBE, DBE or RBO, even if the prime Contractor proposes LBE, DBE or RBO sub-Contracting above the sub-Contracting levels required by the solicitation. However, the prime Contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or proportional preference if the prime Contractor sub-contracts with a business located in an enterprise zone. The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

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

When an DSLBD-certified joint venture includes a LBE, DBE or a RBO, and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture shall receive the preference as if it were a certified LBE, DBE, or RBO.

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

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

**M.5 CONTRACTOR SUBMISSION FOR PREFERENCES**

M.5.1 Any Contractor seeking to receive preferences on this solicitation shall submit at the time of, and as part of its bid or proposal the following documentation as applicable to the preference being sought:

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

(a) A copy of all relevant letters of certification from the Department of Small and Local Business Development (DSLBD); or

(b) A copy of the sworn notarized Self-Certification Form prescribed by the DSLBD, along with an acknowledgement letter issued by the Director of the DSLBD. Business with principal offices located outside of the District of Columbia shall first be certified as LBE's before qualifying for self-certification.

- Evidence that Contractor or any sub-Contractor is located in an enterprise zone.

In order for a Contractor to receive allowable preferences under this solicitation, the Contractor shall include the relevant information as described in this clause as part of its proposal.

In order to receive any preferences under this solicitation, any Contractor seeking self-certification shall contact the DSLBD to obtain a package and complete and submit the forms to:

Department of Small and Local Business Development  
Attn: DSLBD Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, D.C. 20011

All Contractors are encouraged to contact the DSLBD Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

Penalties for Misrepresentation – Any material misrepresentation on the sworn notarized self-certification form could result in termination of the Contract, Contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12.268, and other District laws, including debarment.

When a prime Contractor is certified by the DSLBD as a Local, Small or Disadvantaged Business or Resident Business Ownership, the prime Contractor shall perform at least fifty percent (50%) of the Contracting effort, excluding the cost of materials, goods and supplies with its own organization resources, and if it sub-Contracts fifty percent (50%) of the sub-Contracting effort, excluding the cost of materials, goods and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the DSLBD under the provisions of 27 DCMR 805, 39 DCR 5578.5580 (July 24, 1992). By submitting a signed bid or proposal, the prime Contractor certifies that it shall comply with the requirements of this clause.

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