



**DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES
64 NEW YORK AVENUE, NE SUITE 222 WASHINGTON D.C. 20002
PHONE: (202) 671-3174 * FAX: (202) 671-3395**

January 23, 2013

AMENDMENT ONE (1) for REQUEST FOR PROPOSALS (RFP) NO. RM-013-RFP-063-BY4-VM for EVIDENCE BASED PRACTICE INITIATIVE

TO ALL PROSPECTIVE OFFERORS:

This Amendment has one Part.

PART I Administrative Revisions and Additions to the Solicitation

PART I

- 1) The above referenced Request for Proposals (RFP) is hereby amended as follows:

LOCATED IN SECTION B – THE FOLLOWING SHALL BECOME A PART OF SECTION B :

B.4 SUBCONTRACTING PLAN

- B.4.1 For Contracts in excess of \$250,000.00, at least 35% of the dollar volume of the Contracted shall be subcontracted in accordance with section H.8. An Offeror responding to this solicitation must submit with its Proposal a notarized statement detailing any subcontracting plan as required by law. Proposal responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. **(Please see attached for further information).**

- 2) **SECTION G – CONTRACT ADMINISTRATION DATA:**

DELETE THIS SECTION IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

G.1 CONTRACT ADMINISTRATION

- G.1.1 Correspondence or inquiries related to this Contract or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement/Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, NE – 2nd Floor
Washington, DC 20002
(202) 671-3188 Office – (202) 671-3395 Fax
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

G.2.1 This is a Firm Fixed Price Contract. The Contractor shall be remunerated at a firm fixed price rate as indicated in Section B. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during increment of the hours of work actually performed.

G.2.2 This Contract is a “non-personal services Contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.

By accepting this order or Contract the Contractor agrees, that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

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

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

G-4.1 The District Government operates by the Fiscal Year which commences on October 1, and ends on September 30. Funds are not presently available for performance under this Contract beyond September 30, 2013. DMH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for

performance under this Contract beyond September 30, 2013 until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

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

G.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement is:

Denise Dunbar
CFSA Mental Health Program Manager
Department of Mental Health
64 New York Avenue, NE 2nd Floor
Desk: 202-673-2200
Denise.dunbar@dc.gov

G.6 SUBMISSION OF INVOICE

G.6.1 The Contractor shall submit an original and three copies of the invoice on a monthly basis to the (COTR). The invoices shall include the Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title, and phone number of the person to be notified in the event of a defective invoice.

Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from the Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G.7 CERTIFICATION OF INVOICE

G.7.2 The COTR shall perform certification of the Contractor's invoice. The invoices shall be certified for payment and forwarded to the DMH, Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

G.8 PAYMENT

G.8.1 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DMH shall only pay the Contractor for performing the services under this Contract at the prices stated in Section B.

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

G.9.1 The Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor subcontractors. The Contractor shall do nothing to prejudice the DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

3) H.9 LIQUIDATED DAMAGES:

DELETE H.9.1 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

H.9.1 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 scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$100 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises due to causes beyond the control and without the fault or negligence of the Contractor as defined in the default clause of this contract.

4) I.12 ORDER OF PRECEDENCE:

SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

Amendment One (1)
RM-013-RFP-063-BY4-VM

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

- I.12.1 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement)
- I.12.2 Wage Determination No. 05-2103, Rev. 10, dated June 15, 2010
- I.12.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- I.12.4 Sections A through M of this Contract No. RM-013-RFP-063-BY4-VM
- I.12.5 Best and Final Offer
- I.12.6 Request for Proposal submission dated 2/11/2013
- I.12.7 Request for Proposal dated 1/10/2013

5) L.5 EXPLANATION TO PROSPECTIVE OFFERORS:

THE AMOUNT OF TIME FOR SUBMITTING QUESTIONS HAS CHANGED FROM FIVE (5) DAYS TO TEN (10) DAYS.

Amendment One (1)
RM-013-RFP-063-BY4-VM

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

Only one copy of this amendment is being sent to prospective Offerors. Offerors shall sign below and attach a signed copy of this amendment to each Proposal to be submitted to the place specified for receipt of Proposals. Proposals shall be mailed or delivered in accordance with the instructions provided in the original RFP. In the event your Proposal has been previously deposited with the Department of Mental Health, Contracts and Procurement Administration (DMH/CPA), submit this signed Amendment in a sealed envelope, identified on the outside by the RFP number and submission date. This signed Amendment must be received by the DMH/CPA on or before **Monday February 11, 2013 at 2:00 P.M. EST** the date and time for closing. **Failure to acknowledge receipt of Amendment One (1) for Solicitation Number RM-013-RFP-063-BY4-VM may be cause for rejection of any Proposal submitted in response to the subject RFP.**

Signed:



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

Amendment Number One (1) is hereby acknowledged and is considered a part of the Proposal **RM-013-RFP-063-BY4-VM**

Signature of Authorized Representative

Date

Title of Authorized Representative

Print or Type Name of Offeror

SUBCONTRACTING INFORMATION

SUBCONTRACTORS

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

MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)

Contracts in excess of \$250,000.00, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of material, goods and supplies shall not be counted towards the 35% subcontracting requirements unless such material, goods and supplies are purchased from certified small business enterprises.

If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.7.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

Any Prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply.

The purpose of the following information being provided is the help Prospective Bidders/Offerors who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link and on the left side of page, select "Doing Business in the District of Columbia", scroll down list, select "Request for CBE Firms Listing", this shall take Prospective Bidders/Offerors to a form to complete and submit online to begin a search. Request may take up to 24 to 72 hours depending upon the scope of work categories needed.

SUBCONTRACTING PLAN

If the Prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if the dollar volume of this Contract is accordance with the provisions of Section H.7.1. The Prime Contractor responding to this solicitation, which is required to subcontract, shall be required to submit with its proposal, a notarized statement detailing is subcontracting plan. **RESPONDERS TO THIS REQUEST FOR**

PROPOSALS (RFP) SHALL BE DEEMED NONRESPONSIVE AND SHALL BE REJECTED IF THE BIDDER/OFFEROR IS REQUIRED TO SUBCONTRACT BUT FAILS TO SUBMIT A SUBCONTRACTING PLAN WITH ITS PROPOSAL.

Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

- a. Description of the goods and services to be provided by SBE's or, if insufficient qualified SBE's are available, by any certified business enterprises;
- b. A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient, qualified SBEs are available, who are certified business enterprises.
- c. The names and addresses of all proposed subcontractors who are SBEs nor, if insufficient, SBEs are available, who are certified business enterprises.
- d. The name of the individual employed by the Prime Contractor who shall administer the subcontracting plan and a description of the duties of the individual.
- e. A description of the efforts the Prime Contractor shall make to ensure that SBEs or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts.
- f. In shall subcontracts that offer further subcontracting opportunities, assurances the that Prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- g. Assurances that the Prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO, and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the Prime Contractor with the subcontracting plan.
- h. A list of the type of records the Prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances the Prime Contractor shall make such records available for review upon the District's request; and
- i. A description of the Prime Contractor's recent efforts to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

SUBCONTRACTING PLAN COMPLIANCE REPORTING

If the Contractor has an approved subcontracting plan required by law under this

Contract, the Contractor shall submit to the Director/ACCO and the Director DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:

- (a) The dollar amount of the Contractor procurement;
- (b) A brief description of the goods procured or the services contracted for;
- (c) The name of the business enterprise from which the goods were procured or contracted;
- (d) Whether the subcontractors to the Contract are certified business enterprises;
- (e) The dollar percentage of the Contract awarded to the SBEs, or if insufficient SBEs, to other certified business enterprises.
- (f) A description of the activities the Contractor engaged in in order to achieve the subcontracting requirements set forth in its plan; and
- (g) A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

If, during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contracts Provisions.

There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report or (ii) submits a monitoring or compliance report with the intention to defraud.

A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.