

SOLICITATION, OFFER, AND AWARD			1. Caption Occupational Healthcare Services			Page of Pages 1 96					
			2. Contract Number TBD		3. Solicitation Number DCFA-2009-R-0000		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued TBD		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: OFFICE OF CONTRACTING AND PROCUREMENT GROUP V 441 4TH STREET, NW, SUITE 700 South WASHINGTON, D.C. 20001						8. Address Offer to: OFFICE OF CONTRACTING AND PROCUREMENT 441 4TH STREET, NW, SUITE 703 SOUTH, BID ROOM WASHINGTON, D.C. 20001					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"											
SOLICITATION											
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 PM</u> local time <u>2-Oct-09</u> (Hour) (Date)											
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.											
10. For Information Contact		A. Name Christian C. Nwachukwu			B. Telephone (Area Code) 202 (Number) 724 (Ext) 4236			C. E-mail Address christian.nwachukwu@dc.gov			
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OFFER											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.											
13. Discount for Prompt Payment			10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number	Date	Amendment Number	Date				
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract							
15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G			17. Signature			18. Offer Date		
AWARD (TO BE COMPLETED BY GOVERNMENT)											
19. Accepted as to Items Numbered				20. Amount				21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print) JEAN WRIGHT				23. Signature of Contracting Officer (District of Columbia)				24. Award Date			
 Government of the District of Columbia						Office of Contracting & Procurement					

SECTION B - SUPPLIES OR SERVICE AND PRICE

- B.1** The District of Columbia, Office of Contracting and Procurement on behalf of the Metropolitan Police Department (MPD) requires a Health Care Provider to provide occupational healthcare and ancillary healthcare services at the Police and Fire Clinic (“the Clinic”) for all Covered Employees of the Metropolitan Police Department, the Fire and Emergency Medical Services Department, the United States Park Police, the United States Secret Service Uniformed Division, the D.C. Housing Authority, the DC Department of the Environment (DDOE), and the Protective Services Division, DC Department of Real Estate Services (DRES) [formerly Office of Property Management (OPM)], and as further defined in Section C.1.2.11..
- B.2** The District contemplates award of a requirements contract with payment based on the capitation rate per employee per month as set forth in the contract, with the monthly payment determined by a roster of covered employees for that month.
- B.2.1** The contract will include other fee-for-service services, such as services for civilian employees of MPD, DDOE, and uniformed members of the Protective Service Division (DRES), with payment based on unit price for type of service provided per individual.
- B.2.2** The contract will also include prescription pharmaceutical services for members who have retired with 100% disability to be provided on cost reimbursement basis.
- B.2.3** The Health Care Provider shall be paid labor hour rates for extended hours of operation at the request of the Chief of Police for special events or occurrences.
- B.3** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- B.4** The District intends to award a multi-year contract (with a 3-year base term) resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered. Therefore, the offeror shall provide pricing based on three (3)-year base term with two option years.

B.5 If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal.

B. 6 PRICE SCHEDULE

B.6.1 FULL SERVICE (Uniformed Employees of MPD, DCFEMS, Covered Employees of USSS, USPP, and DC Housing Authority, Covered Employees Retired on 100% Disability and PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS for MPD, DCFEMS, and D.C. Housing Authority)

Contract Line Item No.	Item Description	Unit Price (Capitation Rate) per Month	Estimated Quantity of Clients per Year	Total Estimated Price
0001AA <i>(3Year Base Term)</i> <i>(A – year 1</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.6,, C.3.9, C.3.10, C.3.12, and C.3.13.	\$	6,150	\$
0001AB <i>(3 Year Base Term)</i> <i>(B – year 2</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.6,, C.3.9, C.3.10, C.3.12, and C.3.13.	\$	6,150	\$
0001AC <i>(3 Year Base Term)</i> <i>(C – year 3</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.6,, C.3.9, C.3.10, C.3.12, and C.3.13.	\$	6,150	\$
0101AA <i>(Option Year 1)</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.6,, C.3.9, C.3.10, C.3.12, and C.3.13.	\$	6,150	\$
0201AA <i>(Option Year 2)</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.6,, C.3.9, C.3.10, C.3.12, and C.3.13.	\$	6,150	\$
TOTAL				\$

B.6.2A FEE-FOR-SERVICE SERVICES (Civilian Employees of MPD and Covered Employees of DDOE and DRES)

Contract Line Item No.	Item Description	Unit Price per person	Estimated Quantity of Clients per Year	Total Estimated Price
0001BA <i>(3 Year Base Term)</i> <i>(A – year 1)</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, C.3.8, C.3.9, and C.3.10,	\$	450	\$
0001BB <i>(3 Year Base Term)</i> <i>(B – year 2)</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, C.3.8, C.3.9, and C.3.10	\$	450	\$
0001BC <i>(3 Year Base Term)</i> <i>(C – year 3)</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, C.3.8, C.3.9, and C.3.10	\$	450	\$
0101BA <i>(Option Year 1)</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, C.3.8, C.3.9, and C.3.10	\$	450	\$
0201BA <i>(Option Year 2)</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, C.3.8, C.3.9, and C.3.10	\$	450	\$

**B.6.2B FEE-FOR-SERVICE SERVICES (PRE-EMPLOYMENT
PSYCHOLOGICAL EVALUATIONS (DRES ONLY))**

Contract Line Item No.	Item Description	Unit Price per person	Estimated Quantity of Clients per Year	Total Estimated Price
0001CA <i>(3Year Base Term)</i> <i>(A – year 1</i>	Occupational Medical Services described in C.3.12	\$	50	\$
0001CB <i>(3Year Base Term)</i> <i>(B – year 2</i>	Occupational Medical Services described in C.3.12	\$	50	\$
0001CC <i>(3Year Base Term)</i> <i>(C – year 3</i>	Occupational Medical Services described in C.3.12	\$	50	\$
0101CA <i>(Option Year 1)</i>	Occupational Medical Services described in C.3.12	\$	50	\$
0101CA <i>(Option Year 1)</i>	Occupational Medical Services described in C.3.12	\$	50	\$

**B.6.3 COST SCHEDULE – COST REIMBURSEMENT (Prescription
Pharmaceutical Services for Eligible 100% Disabled
Retirees as Determined by PFRRB)**

Contract Line Item N0.	Item Description	Total Not To Exceed Cost
0001DA <i>(3Year Base Term)</i> <i>(A – year 1</i>	Prescription pharmaceutical services as described in Section C.3.16.1	\$80,000
0001DB <i>(3 Year Base Term)</i> <i>(B – year 2</i>	Prescription pharmaceutical services as described in Section C.3.16.1	\$80,000
0001DC <i>(3 Year Base Term)</i> <i>(C – year 3</i>	Prescription pharmaceutical services as described in Section C.3.16.1	\$80,000
0101DA <i>(Option Year 1)</i>	Prescription pharmaceutical services as described in Section C.3.16.1	\$80,000
0201DA <i>(Option Year 2)</i>	Prescription pharmaceutical services as described in Section C.3.16.1	\$80,000
NOT TO EXCEED TOTAL		\$400,000

**B.6.4 CLINIC OPEN FOR EXTENDED HOURS (e.g., Special and Holiday
Events, Weekend Hours)**

Contract Line Item No. C.3.14	Item Description (Labor Category)	Extended Hours Rate per HOUR	Estimated Quantity of Hours per Year	Total Estimated Price
0001CA <i>(3Year Base Term)</i> <i>(A – year 1)</i>	MD	\$	360	\$
	MED AST.	\$	360	\$
	MED AST.	\$	360	\$
	X-RAY TEC	\$	360	\$
	HOUSEKEEPING	\$	48	\$
0001CB <i>(3Year Base Term)</i> <i>(B – year 2)</i>	MD	\$	360	\$
	MED AST.	\$	360	\$
	MED AST.	\$	360	\$
	X-RAY TEC	\$	360	\$
	HOUSEKEEPING	\$	48	\$
0001CC <i>(3Year Base Term)</i> <i>(C – year 3)</i>	MD	\$	360	\$
	MED AST.	\$	360	\$
	MED AST.	\$	360	\$
	X-RAY TEC	\$	360	\$
	HOUSEKEEPING	\$	48	\$
0101CA <i>(Option Year 1)</i>	MD	\$	360	\$
	MED AST.	\$	360	\$
	MED AST.	\$	360	\$
	X-RAY TEC	\$	360	\$
	HOUSEKEEPING	\$	48	\$
0201CB <i>(Option Year 2)</i>	MD	\$	360	\$
	MED AST.	\$	360	\$
	MED AST.	\$	360	\$
	X-RAY TEC	\$	360	\$
	HOUSEKEEPING	\$	48	\$
TOTAL				\$

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

This contract is to provide occupational health services for all Covered Employees in a managed care environment using a Preferred Provider Network to handle approximately 64,000 client encounters per year. The Health Care Provider shall manage the day-to-day operations of the Police and Fire Clinic using in-house health care professionals hired to perform diagnostic services, conduct routine physical and behavioral health examinations, issue prescriptions and refer Covered Employees to a Preferred Provider Network for services that cannot be performed in house. The Health Care Provider shall work in conjunction with government officials to make traditional worker compensation determinations as to the health and fitness of Covered Employees to perform the rigors of police or fire and emergency medical services work following a performance of duty injury. The responsibility of the Health Care Provider is to provide occupational medical services by:

1. Establishing a physical plant that can be used as a Police and Fire Clinic. See specifications in C.3.1.
2. Staffing the Clinic with competent medical personnel to provide direct services in conjunction with a Preferred Provider Network that delivers quality healthcare services in a managed care environment. See specifications in C.3.2.
3. Establishing an occupational health care program that provides a wide range of medical evaluations for Covered Employees and candidates for appointment as law enforcement and fire and emergency medical services personnel. See specifications in C.3.3.
4. Administering a return to work program that provides emergency medical and rehabilitative treatment services for job-related injuries. See specifications in C.3.4.
5. Administering ancillary health care programs designed to provide for drug screening and preventing work-related injuries and illnesses. See specifications in C.3.5.
6. Serving as Third Party Administrator in managing the healthcare of Covered Employees retired on 100% disability. See specifications in C.3.6.

7. Serving as Third Party Administrator in managing urgent care and return to work status of Covered Civilian Employees of the Metropolitan Police Department, DCFEMS and Uniformed Officers of the Protective Services Division of the Department of Real Estate Services (DRES). See specifications in C.3.7
8. Administering an occupational and medical surveillance program (OMSP) for identified employees of the Department of the Environment (DDOE) who are potentially occupationally exposed to chemical, physical, biological or radiological agents or arduous physical stresses. See specifications in C.3.8
9. Tracking, monitoring and maintaining an automated record keeping/billing system that provides real time information on all Clinic services. See specifications in C.3.9.
10. Provide office space and administrative services to user Agency employees assigned to the Police and Fire Clinic. See specifications C.3.10.
11. Provide a transition plan to ensure the smooth transfer of operations from the present facility to the facility of the Health Care Provider. See specifications in C.3.11.
12. Provide Pre-Employment Psychological testing and evaluations to determine employment suitability. See specifications in C.3.12
13. Provide comprehensive annual physical and or psychological examinations for members who are under the age of fifty (50) who have been retired due to disability by the Police and Firefighters' Retirement and Relief Board (PFRRB). See specifications in C.3.13
14. Provide for operation of the clinic during non-business hours upon notice of special events and or circumstances as determined by the Chief of Police. See specifications in C.3.14

C.1.1 Applicable Documents

The Health Care Provider shall provide the requirements of the contract in accordance with the documents set forth below, which constitute the rules, regulations and internal policy directives that govern the operations of the Police and Fire Clinic and the District's occupational health care program for uniform personnel. See Section J. for attachments.

Item No.	Document Type	Title	Date
1	MPD G. O. 100.11	Medical Services	2/25/06
2	MPD G.O. 100.22	Health Maintenance	1/1/98
3	MPD G.O. 100.24	Drug Screening Program	1/1/98
4.	MPD G.O. 100.25	Random Drug Screening Program	1/1/98
5	MPD S.O. 08-11	Public Safety Officers' Benefits	12/10/08
6.	DCFEMS G. O. 06 series 2009	DC Fire and Emergency Medical Services Dept. Article X1-	May, 2009 revised
7.	Section 870 District Personnel Manual	Processing Entry Level Candidates for Fire and EMS Departments	Not Dated
8.	Section 873, and District Personnel Manual	Processing Entry Level Candidates for Police Officer Positions	1/23/98 & 4/7/01
9.	42 U.S.C. Section 1320d and 1-1320d-8	Health Insurance Portability and Accountability Act of 1996	
10.	MPD G.O. 100.21	Physical Examinations	1/9/98
11.	D.C. Code 1-623 <i>et seq.</i>	Chapter 23 of the Comprehensive Merit Personnel Act governing workers compensation programs for civilian employees	
12.	Chapter 20, District Personnel Manual PM	Governs medical evaluations and fitness for duty examinations for civilian employees	
13.	MPD G.O. 101.03	MPD Reserve Corps	3/28/06
14.	D.C. Official Code §5-109.01, (2008 Repl.)	Authorization of Cadet Program	
15.	D.C. Official Code §5-105.05, (2008 Repl.)	Senior Police Officers	
16.	D.C. Official Code §§8-151.01, <i>et seq.</i> (2008 Repl.) & Mayor's Order 2006-61	Establishes DC Dept. of the Environment and its Authority to Manage Agency Employees	
17.	OSHA Title 29, CFR	Occupational and Safety Standards	

C.1.2 Definitions

For purposes of this contract, the following definitions apply:

- C.1.2.1 **“Administrative Hearing”** shall mean a hearing before an Agency of the District of Columbia or federal government.
- C.1.2.2 **“Agency”** shall mean the Metropolitan Police Department, Fire and Emergency Medical Services Department, United State Park Police, United States Secret Service Uniform Division, D.C. Housing Authority, Protective Services Division, D.C. Department of Real Estate Services and the D.C. Department of the Environment.
- C.1.2.3 **“Agency Representative”** shall mean the Directors of the Medical Services Branch of the Metropolitan Police and Fire & Emergency Medical Services Departments, the United States Secret Service, the United States Park Police, the D.C. Housing Authority Police, Protective Services Division, Department of Real Estate Services and the D.C. Department of the Environment.
- C.1.2.4 **“Applicants”** shall mean persons who are candidates for positions as members of the Metropolitan Police Department, Fire and Emergency Medical Services Department, the D.C. Housing Authority Police, uniformed members of the Protective Services Division, Department of Real Estate Services (DRES), the United States Park Police, the United States Secret Service Uniform Division; including candidates for the police and fire cadet programs; and, civilian applicants of the Metropolitan Police Department for the positions of cell block technician, communications dispatcher, crime scene search technician, evidence control technician, firearms examiner, forensic science technician, intoxilyzer technician, motor vehicle operators, reserve officers, traffic control aides and property control clerks.
- C.1.2.5 **“Ancillary Health Services”** shall mean occupational health care services other than return to work services such as wellness programs, drug testing, exit screenings, third party administrator programs, medical surveillance and/or screenings, pharmaceutical services for Covered Employees, matters relating to examinations, documentation and testimony before PFRRB and other administrative, legislative or judicial bodies; and, long-term rehabilitative programs for seriously injured police and firefighters and emergency medical services.
- C.1.2.6 **“Behavioral Health Injuries and Illnesses”** shall mean the diagnosis and/or treatment of psychological injuries and illnesses.
- C.1.2.7 **“Clinic”** shall mean the Police and Fire Clinic.

- C.1.2.8 “**Client Encounters**” shall mean a face-to-face meeting between a covered employee or applicant and the Health Care Provider for purposes of diagnosis, treatment, consultation or testing.
- C.1.2.9 “**Contracting Officer’s Technical Representative**” shall mean the MPD Director of Medical Services as designated in G.9 as the Contracting Officer’s Technical Representative. Oversees the Health Care Provider’s performance on a daily basis on behalf of the Contracting Officer and reports discrepancies to same.
- C.1.2.10 “**COTR**” shall mean the Contracting Officer’s Technical Representative.
- C.1.2.11 “**Covered Employee(s)**” shall mean the commissioned Metropolitan Police Officers and senior police MPD officers, all operational employees (firefighters, emergency medical technicians, paramedics and all hazard employees regardless of rank) of the Fire and Emergency Medical Services Department (DCFEMS), designated civilian employees including police and fire cadets, recruits-in-training, cell block technicians, communications dispatchers, crime scene search technicians, evidence control technicians, firearms examiners, forensic science technicians (including biologists), intoxilyzer technicians, material examiners, motor vehicle operators, reserve officers, traffic control aides, supply technicians and property control clerks of the Metropolitan Police Department, environmental inspectors and engineers of the DC Department of the Environment (DDOE), the United States Secret Service, the United States Park Police, applicants for police officer positions with the D.C. Housing Authority, MPD, the Protective Services Division, Department of Real Estate Services, and applicants for DCFEMS firefighter, emergency medical technician, and paramedics. The term “Covered Employees” shall also include former Agency employees who have retired with 100% disability by PFRRB.
- C.1.2.12 “Pay Period” shall mean any calendar month or any portion thereof.
- C.1.2.13 “**DCHA employees**” shall mean the sworn uniform police officers of the District of Columbia Housing Authority.
- C.1.2.14 “**District**” shall mean the District of Columbia.
- C.1.2.15 “**DCFEMS**” shall mean the District of Columbia Fire and Emergency Medical Services Department.
- C.1.2.16 “**FD 44**” shall mean reports in the FD 44 Series (FD 44 Medical, FD 44.1 Report of Possible Exposure to Communicable Disease, FD 44.3 Confirmation of Pregnancy and Status Report, and FD 44.4 Safety) that an employee uses to report an illness or injury.

- C.1.2.17 **"Health Care Provider"** shall mean the contractor selected to provide all of the health care services under this contract and who abides by health care policies which seek to reduce costs by the delivery of care in the most cost effective way.
- C.1.2.18 **"Health Maintenance Program"** shall mean a wellness or preventive medicine program designed to increase the overall physical, emotional and mental health of covered employees.
- C.1.2.19 **"JACHO"** shall mean the Joint Committee on Accreditation of Health Care Organizations.
- C.1.2.20 **"Medical Director"** shall mean the Chief Physician responsible for the day- to-day management of the operations of the Police and Fire Clinic and overall management of the administrative and professional staff of the Police and Fire Clinic.
- C.1.2.21 **"MPD"** shall mean the Metropolitan Police Department of the District of Columbia.
- C.1.2.22 **"MSB"** shall mean the Medical Services Branch of the MPD.
- C.1.2.23 **"Non-POD Injury"** shall mean an injury or illness, which has been sustained outside the performance of duty for which an employee seeks treatment by the Health Care Provider.
- C.1.2.24 **"Occupational Health Services"** shall mean the body of medical programs, practices and standards of protocol designed for the diagnosis and treatment of occupational illnesses and injuries.
- C.1.2.25 **"Occupational Healthcare"** shall mean the diagnosis and treatment of injuries and illnesses sustained by covered employees while in the performance of duty.
- C.1.2.26 **"POD Injury"** shall mean an injury or illness sustained by an employee while in the performance of duty.
- C.1.2.27 **"PD 42"** shall mean the MPD's Illness and Injury Report which a police officer uses to report an illness or injury.
- C.1.2.28 **"Police and Fire Clinic"** shall mean a one stop clinic located on the premises of the Health Care Provider which provides a comprehensive range of medical and treatment services for Covered Employees.
- C.1.2.29 **"Preferred Provider Network"** shall mean a network composed of physicians, hospitals and ancillary providers such as pharmacies, who

have entered into a contractual relationship with the Healthcare Provider to deliver quality cost effective medical services to patients referred to it by the Health Care Provider.

- C.1.2.30 "Retirement Board" shall mean the Police and Firefighters' Retirement and Relief Board (PFRRB).
- C.1.2.31 "TPA" shall mean Third Party Administrator Program.
- C.1.2.32 "Third Party Administrator Program" shall mean the entity that provides the day-to-day management of the disability program for retired Police and Firefighters of the MPD, DCFEMS, USSS and US Park Police who have been retired under 100% disability and the day-to-day management of the urgent, managed care and worker's compensation programs for covered civilian employees of MPD, DRES and DDOE.
- C.1.2.33 "True Medical Emergency" shall mean a medical condition which in the opinion of the Medical Director manifests itself by acute symptoms of sufficient severity (including severe pain) such that the absence of **immediate** medical treatment could reasonably be expected to result in placing the employee's health in serious jeopardy, serious impairment to bodily function, or serious dysfunction of any bodily organ or part.
- C.1.2.34 "Urgent Care" shall mean treatment of injuries normally sustained in the performance of duty that require the immediate attention of a health care professional, but are not of the nature that the services of a hospital emergency room or hospitalization is needed. Urgent Care shall also mean the evaluation and treatment of non-performance of duty injuries and illnesses of Covered Employees who report in sick during the hours that the Clinic is closed. An example would be attending to a fracture or broken finger where hospitalization would not be required.
- C.1.2.35 "Urgent Care First Response Only" shall mean the initial evaluation of injuries of cell block technicians, evidence technicians, property control clerks and traffic control aides where the injury has been sustained in the performance of duty and requires the immediate attention of a health care professional, but is not the type of injury that would require the services of a hospital emergency room or hospitalization. All subsequent care would be the responsibility of the D.C. Workers Compensation Administrator provided that the employee meets the qualifications for such care.
- C.1.2.36 "Urgent Care Unit" shall mean a unit located within the Police and Fire Clinic or within a facility under the control of the contractor located in the District of Columbia for the treatment of urgent care injuries and illnesses.
- C.1.2.37 "USPP" shall mean the United States Park Police.

- C.1.2.38 "USSS" shall mean the United States Secret Service.
- C.1.2.39 "DDOE" shall mean the District of Columbia Department of the Environment.
- C.1.2.40 "DRES" shall mean the Protective Services Division of the District of Columbia Department of Real Estate Services.
- C.1.2.41 "Health Care Provider" and "Contractor" are used interchangeably. They both refer to the same entity.
- C.1.2.42 "Extended Hours" shall mean holidays, weekends, and the eight (8) hours per day not operated Monday through Friday.

C.2 BACKGROUND

The MPD has had the operational responsibility over the Police and Fire Clinic since 1970. In 1997, the District of Columbia government entered into a contract with a private health care provider to provide occupational medical services including case management services to uniform personnel. Since that time, the private Health Care Provider has provided the day-to-day provision of medical services to uniform personnel while MPD and other user agency officials provide certain administrative functions such as revoking police powers, determining employee duty status and other on-site administrative functions associated with the business of law enforcement and fire department personnel. In addition, the Clinic provides certain medical services to designated civilian employees that perform vital law enforcement and environmental functions.

In addition to providing preventive health services to Covered Employees, designed to decrease the number of performance of duty injuries, the Clinic conducts sick call, as well as, applicant and annual physical, random and reasonable suspicion drug testing on Covered Employees. To this end, the MPD and DCFEMS have established drug testing procedures in accordance with applicable laws and /or that have been approved by the respective collective bargaining organizations that represent police and fire and emergency medical services personnel. Accordingly, the Health Care Provider conducts all drug testing and medical officer reviews (MOR) in accordance with the established drug testing procedures as established by the MPD and DCFEMS. Moreover, the MPD practices a zero tolerance drug policy. As such, the Health Care Provider will adhere to the drug testing collection policies and protocols each time urine is obtained from a member whether or not the member is at the Clinic for the purpose of drug screening. The intent of this solicitation is to establish, continue and expand the delivery of medical services and programs and also to enhance the record keeping and case management reporting mechanisms in accordance with the latest trends in medical record keeping and automation.

C.3 REQUIREMENTS

C.3.1 Establish a Police and Fire Clinic

The Health Care Provider shall provide a physical plant for use as a Police and Fire Clinic. The Clinic shall be located in the District of Columbia. The Clinic shall be housed in a clean secure environment with the following features:

- C.3.1.1 Adequate parking for Clinic patrons including at least 60 dedicated parking spaces, of which 50 (5 handicapped + 45 general) shall be for Clinic patients and 10 shall be dedicated spaces for Agency use;
- C.3.1.2 Secure lockers made available for the storage of weapons while law enforcement personnel are being treated or examined;
- C.3.1.3 A separate patient lounge equipped with telephones and bathrooms for use by Clinic patients;
- C.3.1.4 A treatment facility to attend to emergency and urgent care injuries. The treatment facility shall be located in the same facility as the Clinic and be connected through a local area network;
- C.3.1.5 A patient area to conduct applicant medical examinations. The patient treatment area for conducting applicant medical examinations may be located in a different facility as long as the facility is located in the District of Columbia and the medical records and other files are accessible through a local area network;
- C.3.1.6 A separate patient area for the treatment of Behavioral Health Injuries and Illnesses;
- C.3.1.7 Examination rooms, medical equipment, consumable supplies, ancillary equipment to support a 24-hour, if necessary, operation and at least 64,000 annual client encounters; and
- C.3.1.8 The Clinic shall be properly certified by the certifying authorities including the Joint Commission on Accreditation of Health Care Organizations (JACHO) prior to the time of contract award. The Clinic shall at all times be in compliance with all of the applicable laws and regulations of the federal government and the District of Columbia.
- C.3.1.9 Covered Employees shall have access to Clinic services 24 hours a day, seven days a week. However, Health Care Provider is only obligated to operate the Clinic on a 16-hour a day schedule, Monday – Friday. During

the hours the Clinic is closed, Covered Employees may obtain services from a facility which is a part of the Preferred Provider Network.

C.3.2 Provide Necessary Staffing and Equipment to Ensure Efficient Operation of the Police and Fire Clinic

The Health Care Provider shall establish an Office of the Medical Director and appoint a chief physician who shall serve as the Medical Director of the Police and Fire Clinic. The Medical Director shall be licensed to practice medicine in the District of Columbia and shall be board certified in occupational medicine.

C.3.2.1 The Health Care Provider shall hire, train and assign professional and administrative personnel to work in the Clinic.

C.3.2.2 The Health Care Provider shall monitor the various employee health, treatment and rehabilitative services performed by Clinic medical staff to ensure that services are being provided using protocols acceptable throughout the medical community and in accordance with the American College of Occupational and Environmental Medicine and the provisions of this contract.

C.3.2.3. The Health Care Provider shall coordinate the scheduling of employee appointments to the Police and Fire Clinic with the Medical Services Directors of MPD/DCFEMS and the agency representatives of the USSS, USPP, DCHA, DDOE and DCDRES.

C.3.2.4. The Health Care Provider shall coordinate the appearance of Medical Staff before the Retirement Board and other administrative hearing bodies. See section C.3.10.3.2.

C.3.2.5 The Health Care Provider shall establish or provide a photocopying and scanning service to reproduce medical records and other documents for use by Agency officials, courts and administrative agencies when necessary.

C.3.3 Establish an Occupational Health Care Program for Covered Employees

C.3.3.1 The Health Care Provider shall establish an employee occupational health care program that provides a wide range of physical and other examinations designed to evaluate an employee's ability to perform his or her duties including but not limited to:

- a. Applicant Pre-Employment Physical Examinations and Psychological Evaluations.
- b. Promotion physical examinations.
- c. Annual Disability Physical & Follow up visits to clear non-full duty determinations.
- d. Reinstatement examinations.
- e. Audiometric testing for designated employees.
- f. Fitness for Duty, Pre-Five Year Tenure, Retirement, Military Leave.
- g. Health & Wellness Including Flu Shots, Tuberculosis PPD, Tetanus Shots. (See section C.3.5)
- h. Physicals at the end of the Probationary Term
- i. Annual Physicals for DCFEMS/Bi-Annual for MPD.
- j. Medical Review Board
- k. Flight Examinations
- l. Harbor Patrol Examinations
- m. Cell Block Examinations
- n. FBI Academy
- o. Lead Monitoring for designated employees
- p. Pulmonary Function testing for Fire and Emergency Medical Services employees (DCFEMS)
- q. DOT physicals.
- r. Annual physical and or psychological examination for disability retired annuitants who are less than fifty years of age.
- s. Stress Test

- C.3.3.2. The Health Care Provider shall establish or provide a Preferred Provider Network composed of physicians, surgeons, physician assistants, psychologists, psychiatrists, orthopedist and other specialists, nurses, consultants, occupational and physical therapists, laboratory technicians, radiologist, case managers, pharmacy services, clerical support staff, computer technicians and such other technicians and professionals necessary to efficiently perform the services as set forth in the contract. The Health Care Provider shall make employee referrals to the Preferred Provider Network. However, in the event the Preferred Provider Network can not provide the necessary services the Health Care Provider shall secure the necessary services outside of its Preferred Provider Network.
- C.3.3.3 The Health Care Provider shall make referrals for long-term treatment and rehabilitative services relating to performance of duty injuries with Agency representatives.

C.3.4. Establish A Return To Work Program

The Health Care Provider shall establish and incorporate Covered Employees into a case-managed Return to Work program designed to provide injured and or ill employees with optimum medical care with the goal of returning employees to full duty status as soon as medically possible. Return to Work services shall be provided to all Covered Employees. The Return to Work Program shall consist of a case management program (C.3.4.1) and a rehabilitative service component (C.3.4.3).

C.3.4.1. Case Management Services

The Health Care Provider shall establish a case management program designed to track and monitor all treatment and services provided to Covered Employees. The case management program shall be developed in consultation with the COTR and shall be designed to track employee progress with respect to injuries and illnesses sustained in the performance of duty.

C.3.4.2. The Health Care Provider shall appoint such case managers as necessary to effectively monitor Covered Employee's recovery from the illness or injury and provide regular reviews by agency personnel with respect to the nature and extent of an employee's performance of duty injury; the established treatment plan for caring for the Covered Employee's injury or illness, the overall prognosis of the Covered Employee as it relates to the performance of duty injury and, the expected date of Covered Employees' return to full duty status. A sample copy of a case management report is set forth in Attachment J.13.

C.3.4.3. Rehabilitative Services

The Health Care Provider shall provide rehabilitative services that provide a full range of medical and treatment services, which should address the physical, emotional, and mental stresses and illnesses associated with working in law enforcement and fire suppression disciplines. To this end, the Health Care Provider shall perform the following tasks:

C.3.4.3.1 Coordinate employee treatment programs with Preferred Provider Network physicians and agency representatives to prevent inappropriate or excessive treatment.

C.3.4.3.2 Monitor the treatment programs of the Preferred Provider Network physicians to ensure that services are being provided using protocols acceptable throughout the medical community and in accordance with the provisions of this contract.

C.3.4.3.3 Track and monitor the treatment and rehabilitative history of employees who use the Clinic.

C.3.4.3.4 Within 45 days of award, develop a Quality Assurance Plan outlining treatment standards and protocols that follow established procedures for monitoring the quality of the services being provided to injured workers.

C.3.4.3.4.1 The Quality Assurance plan shall address:

- i. The provision of medical care in accordance with medical standards and procedures.
- ii. The identification of providers who do not comply with the standards of treatment adopted by the plan.
- iii. The adoption of mechanisms for expediting and managing the complaint resolution process.
- iv. A mechanism for measuring patient satisfaction with services, treatment and protocols.
- v. A mechanism for measuring compliance with contract requirements.

C.3.4.4 The Health Care Provider shall have a long term care facility or an affiliation with a long term care facility, which should include a member of the Preferred Provider Network, that will provide ongoing care at the acute and intermediate care levels to provide for the acute care and immediate care needs of those employees who due to severe injuries require such services for as long as they may need them.

C.3.5 **Provide Ancillary Health Services to Covered Employees including Health and Wellness Preventive Services**

C.3.5.1. Within 45 days from the date of award, the Health Care Provider shall develop and implement a Health and Wellness program designed to improve employee overall health and reduce medical leave. The programs shall address the following and such other programs as determined necessary by the COTR during the performance of the Contract:

- a) Lifting/Back Injury prevention
- b) Smoking cessation
- c) Diet/Weight control
- d) Cardiovascular fitness
- e) Blood pressure (hypertension)
- f) Stress/Burnout Management

- g) Work site examinations and tests such as flu shots, PPD, vaccinations and hepatitis shots.

C.3.5.2. The Health Care Provider shall conduct Applicant and Employee Drug Screening and Urinalysis (including random testing) in accordance with applicable agency directives. The Health Care Provider shall have the capacity to perform up to 12,000 drug screening/ urinalyses per year. In addition, the Health Care Provider shall conduct reasonable suspicion and random alcohol screenings for up to 500 members of MPD and DCFEMS. A copy of the Drug Screening procedures for the MPD and DCFEMS Bulletin 5 are set forth in Attachment J.5, which are hereby incorporated and made a part of the resulting contract.

C.3.6. **Establish A Third Party Administrator Program For Covered Employees Retired On 100% Disability**

The Health Care Provider shall establish and administer a Third Party Administrator Program of medical services and treatment for law enforcement and public safety employees who have been retired by PFRRB on 100% performance of duty medical disability and law enforcement and public safety employees who may become retired on 100% performance of duty medical disability during the life of this contract. Cost for this service is included in the Capitation rate in Schedule B.6.1 In addition, the Health Care Provider is to provide pharmacy/prescription drug services for covered members who have retired with 100% disability on a cost reimbursement basis. The approximate number of 100% disabled retirees is 35.

C.3.6.1 Within 45 days from the date of the Award, the Health Care Provider shall develop a care plan for each such retiree that includes a description of the services required for proper treatment of the retiree's performance of duty injury and/or illness, the cost associated with each service, and the service provider. Each plan shall:

- a) Identify each retiree by name, address, phone number, and alternative contact information for each such retiree;
- b) Identify all providers associated with the care of each such retiree, including each provider's name, address, phone number, facsimile number, e-mail address, and a description of the service provided; and,
- c) Projection as to anticipated services and budget of the cost of care for each retiree for the next fiscal year.

C.3.6.1.1 The Health Care Provider shall deliver to the COTR, on a monthly basis, invoices for each retiree that are certified in accordance with the prescribed care plan as to the services and treatment for the retiree.

- C.3.6.1.2 The Health Care Provider shall visit each retiree at least twice a year to make an assessment of the retiree's health and adjust the care plan as necessary.
- C.3.6.1.3 For retirees located in the Metropolitan Washington area, the Health Care Provider shall serve as primary healthcare provider and provide such medical and pharmaceutical services as necessary in relation to the disability illness or injury.
- C.3.6.1.4 For retirees located outside the Metropolitan Washington area, the Health Care Provider shall monitor and coordinate the treatment plan, furnish all pharmaceutical services and negotiate payment for the care of retirees with their respective health care providers on behalf of the District of Columbia Government.
- C.3.7 **Establish a Third Party Administrator Program for Ancillary and Urgent Care for Covered Civilian and Uniformed Employees**
- Serve as Third Party Administrator and Provide Ancillary and Urgent Care Health Services to Covered Civilian Employees of the Metropolitan Police Department and uniformed members of the Protective Services Division of the Department of Real Estate Services.
- C.3.7.1 Coordinate with the DC Office of Risk Management (ORM) the workers compensation program and return to work program for covered civilian employees of MPD and Protective Services Division of the Department of Real Estate Services. To this end the Health Care Provider shall:
1. Provide initial treatment and diagnosis of the injury or illness to the covered member;
 2. Require the member to complete all necessary forms including initial injury reports
 3. Determine whether the member is able to return to work or should be placed on sick leave;
 4. Enter names of members receiving care into the Medical Services database (ROSTER);
 5. Notify the MPD or DCDRES liaison of the duty status of the covered member.
 6. Notify MPD or DCDRES when employees have reached maximum medical improvement and are to be returned to work;

7. Complete all ORM forms including DCDC Form #3, (Report of the Treating Physician);
8. Submit all forms, medical records and other documentation to ORM for determination of final duty status;
9. Provide follow-up treatment services to covered members whose injuries have been determined to be performance of duty;
10. Appear on behalf of ORM in hearings related to the treatment and care of covered members under the supervision of the Health Care Provider physicians.
11. Submit bills and invoices to ORM's Third Party Administrator, for payment;
12. Notify ORM's Disability Compensation Manager, ORM's Third Party Administrator's Operations Manager, MPD or DRES liaisons of non-compliance of treatment protocols by covered members;
13. Establish a single point of contact between the Health Care Provider and ORM's Third Party Administrator, for the purpose of sharing information and resolving issues; that individual will be the Third Party Administrator's Operations Manager
14. Provide reports on civilian use of the clinic to the Medical Services Director/COTR.
15. The following services will also be provided:
 - Applicant physical & psychological examinations,
 - Urgent Care for Performance of Duty Injuries,
 - Fitness for Duty Examinations,
 - Flu, Tetanus & Hepatitis shots,
 - Tuberculosis PPD Test
 - testing for lead levels,
 - Audiology testing,
 - Pre-employment, Random, Reasonable Suspicion and Fitness for Duty Drug Testing.

C.3.7.2 Services for the approximately 375 Covered Civilian Employees of the Metropolitan Police Department and Protective Services Division of the Department of Real Estate Services will be fee-for-services.

C.3.8 **Establish a Third Party Administrator Program for an Occupational and Medical Surveillance Program for Covered Employees of DDOE**

C.3.8.1 Serve as Third Party Administrator for the DC Department of the Environment (DDOE) to provide an occupational and medical surveillance program (OMSP) for its field employees (environmental inspectors and engineers) who are occupationally exposed (actual or potential), whereupon chemical, physical, biological or radiological agents or arduous physical stresses occur. The goal of the Program is to monitor and therefore protect the health of DDOE employees and to maintain the maximum level of productivity to accomplish the DDOE mission. The Health Care Provider shall provide the following services:

1. Provide an applicant physical examination or baseline physical examination for covered DDOE employees. The examination shall consist of at minimum the following:

- Profile, Blood and Urine
- Audiometry
- EKG
- Spirometry
- Vision Screening
- Chest X-Ray - PA
- General Physical Examination
- General Medical History
- Tetanus Immunization (every 10 years)

2. Upon completion of the applicant or baseline physical examination the Health Care Provider will provide the agency with a written report containing an opinion as to whether the employee has any detected medical condition(s) which would place the employee at increased risk of material impairment of the employee's health from work hazardous waste or emergency response.
3. The Health Care Provider shall conduct periodic screenings for any member who has been exposed to a hazardous chemical, physical, biological or radiological agent (s). The purpose of the examination is to ensure that the employee's health and safety are not being adversely affected by the work assignment; and to identify by surveillance early changes and/or trends in the health status of the employee. Periodic for the purpose of this solicitation can be annual or biennial.
4. The Health Care Provider shall conduct an Exit Screening on covered members. The purpose of this physical examination is to document the health status of the employee when an employee separates from the covered position.

5. The Health Care Provider shall house and maintain custody of the medical records and files pertaining to the above referenced medical examinations and services
6. There are approximately seventy-five (75) DDOE employees (field agents) who are identified by the agency as covered employees. The rate of payment shall be fee for services for DDOE employees.

C.3.9 Establish an Automated System for Record keeping, Case Management, Reporting and Billing

C.3.9.1 Automated Record keeping

The Health Care Provider shall establish and maintain an automated system of record keeping and reporting that provides real time information on the various activities of the Clinic. The Health Care Provider shall maintain, track and monitor all records of Covered Employees who use Clinic services.

- a. Generate activity, utilization and other statistical reports to the Agencies of Covered Employees on a daily, weekly, monthly, quarterly, and annual basis.
- b. Generate a Daily Visit Report, Non-Full Duty Status Report and the Patient Injury Report and deliver same to the COTR no later than 5:00 p.m. each day. Sample of required report is included as Attachment J.10
- c. Generate a weekly case management report, Patient Visit Report and Patient Injury Report and deliver same to the COTR no later than 5:00 pm on each Friday. Samples of required reports are included in Attachment J.13.
- d. Generate a Monthly case management report, The Police and Fire Retirement Board Disability Hearing Status Report, the Quality Assurance reports and the Activity Reports to the Chief of Police and the Fire Chief are delivered to the COTR no later than the 10th day of each month. Samples of required report are included as Attachment J.13.

C.3.9.1.2 No later than September 30 of each year the Health Care Provider shall deliver to the COTR the following annual reports or assessments: Extended Sick Leave Report, Quality Assurance assessment, Audit of Clinic Services and Expenditures Report, Police and Fire Retirement Disability Annual Report. (The Healthcare Provider shall develop the forms for these reports).

- C.3.9.1.3 The Health Care Provider shall make a monthly transfer of employee medical records electronically to the COTR/ Director of Medical Services for use by the Retirement Board.
- C.3.9.1.4 The Health Care Provider shall monitor the treatment records of employees that are placed on medical leave and are under the supervision of Clinic physicians.
- C.3.9.1.5 The Health Care Provider shall establish and maintain separate records check- in and billing procedures for the various user Agencies that are served by the Police and Fire Clinic. Check in procedures shall be maintained on a daily basis and billing procedures on a monthly basis.
- C.3.9.1.6 The Health Care Provider shall be responsible for reviewing and monitoring the treatment plans and records of employees that are referred for Rehabilitative and Treatment services to confirm that the preferred providers are treating employees in accordance with the established treatment plan as developed by the Police and Fire Clinic.
- C.3.9.1.7 The Health Care Provider shall provide clear, concise and comprehensive objective medical reporting, including timely and accurate completion of all standardized forms including comprehensive treatment plans which includes:
- a) Diagnosis;
 - b) Prognosis;
 - c) Identification of non job-related conditions;
 - d) Establishment of a causal relationship between the work-related injury and medical treatment being provided;
 - e) Dates of examination and treatment;
 - f) History given to the physician;
 - g) Detailed description of findings;
 - h) Results of any EKGs, X-rays or laboratory tests;
 - i) Clinical course of treatment followed; and
 - j) An opinion, with reason(s) for such opinion, regarding the relationship of the disability to factors of employment, which is believed to cause the injury and/or illness.
- C.3.9.1.8 The Health Care Provider shall standardize provider billing as required by the participating Agencies.

C.3.9.2. Custodian of the Records

The Health Care Provider shall serve as Custodian of the Records for all medical records and reports created and generated by the Health Care Provider and all medical records transferred to the Health Care Provider by the COTR. All records inclusive of data created by operation of the

Clinic shall be the property of the District of Columbia. Such records shall be made available immediately upon request of the COTR.

C.3.10. Provide Office Space, Meeting Rooms and Administrative Services to User Agency Employees Assigned To the Police and Fire Clinic

C.3.10.1 Office and Meeting Room Space

The Health Care Provider shall provide office space, all furnishings, equipment and administrative services to the government employees assigned to the Clinic. Such services shall include:

- a) Eight enclosed offices including furnishings to user Agency employees who are physically assigned to the Clinic. A copy of office space requirements can be found in Attachment J.11.
- b) A file storage room of at least 300 square feet.
- c) Reception areas of approximately 350 square feet.
- d) A conference room with capacity for seating up to 30 people.
- e) Two meeting rooms with capacity for seating ten people.
- f) Adequate rest room facilities.
- g) A staff lounge/dining area.

C.3.10.2. Telecommunications

The Health Care Provider shall provide telecommunications and technical support services to government employees assigned to the Clinic including:

- a) Voice and data lines for each Agency workstation;
- b) Telephone service with voice mail and long-distance capability;
- c) Four dedicated facsimile lines; and
- d) Equipment and services including internet/e-mail services.

C.3.10.3 Administrative Support

The Health Care Provider shall provide all office support and administrative services to government employees assigned to the Clinic. This includes:

- C.3.10.3.1 Photocopying and scanning services.
- C.3.10.3.2 The Health Care Provider shall prepare and present medical disability reports to the Police and Firefighters' Retirement and Relief Board and other administrative bodies. When requested by the PFRRB or other administrative, legislative or judicial bodies, the Provider will present factual and expert testimony. See J.14
- C.3.10.3.3. The Health Care Provider shall prepare and present functional capacity assessment reports to the Police and Firefighters' Retirement and Relief Board. See J.14
- C.3.10.3.4. The Health Care Provider shall prepare and present vocational assessment reports and/or Labor Market Surveys to the Police and Firefighters' Retirement and Relief Board. See J.14
- C.3.10.3.5 Postage and FEDEX or other mailing services for the use of the MSB director and staff.
- C.3.10.3.6. Administrative support staff to assist MSB director with customer reception (including telephone reception), clerical support, data entry and analysis, report preparation, file organization and maintenance.

C.3.11. Provide A Transition Plan to Ensure the Smooth Transfer of Operations from the Present Facility to the Facility of the Health Care Provider.

The Health Care Provider shall provide a Transition Plan to ensure the smooth transfer of operations from the present facility to the facility of the Health Care Provider. If the Health Care Provider is not the incumbent, the Health Care Provider shall provide no medical services and shall receive no compensation during the transition period. If the Health Care Provider is the incumbent, there will be no transition period.

Each year the Clinic averages approximately 64,000 client encounters. This includes a range of visits for procedures as simple as receiving a flu injection to ongoing follow up rehabilitative treatment after an employee has sustained a traumatic injury or suffered an occupational illness. In addition the Clinic conducts annual, bi-annual and fitness for duty physical examinations for Covered Employees as a pre- requisite for their

continued employment with the respective Departments. The Clinic also performs applicant physical examinations, drug testing, health & wellness services, hospitalization (including surgery and rehabilitative care) and long-term care for POD injuries. The DCFEMS Department is extending rehabilitative services to all operational employees of the department. The rehabilitative services provided by the Health Care Provider shall increase to include the 220 members of the Emergency Medical Service members.

The Health Care Provider will receive no additional compensation during the Transition period or for preparing the Transition plan.

- C.3.11.1 Within ten days from the date of award, the Health Care Provider shall develop a transition plan designed to ensure the smooth transfer of operations from the present facility to the Facility of the Health Care Provider. The transfer of operations shall be completed within 60 days from the day of award. The transition plan shall be delivered to the COTR and contain specific detail that covers:
 - C.3.11.1.1 Check in Procedures including the process to:
 - a) Secure Weapons
 - b) Check In/Check Out Patients
 - c) Scheduling of Appointments
 - d) Sick Call
 - e) Schedule officers for physicals/treatment.
 - C.3.11.1.2 Patient Management during the Transition including
 - a) Scheduling Employees for Treatment
 - b) Managing the Return to Work Program
 - c) Managing the Behavioral Health Program
 - d) Process for Referring Employees to the Preferred Provider Network.
 - C.3.11.1.3 Implementation of the Approved Drug Screening Policies and Procedures
 - C.3.11.1.4 Medical Records including:
 - a) Transfer of Records to New Facility
 - b) Maintain Security of Records During Transfer
 - c) Create, Update and Track Records During Transition
 - d) Records Management During Transition
 - e) Process to Answer Inquiries about Employees' Medical Status During Transition
 - f) Process to Collect, Evaluate & Prepare Medical Records During Transition Period.

- C.3.11.1.5 Clinic Administration during Transition, including:
- a) Preparation of Periodic Activity Reports as set forth in Section C.3.9
 - b) Establish, Compile and Maintain Statistical Reports on Clinic Activity
 - c) Establish & Maintain Service and Maintenance Contracts on Clinic Facility, Equipment and Supplies
 - d) Communicate with Patients and Officials concerning Changes in duty status
 - e) Coordinate Case Management and Disability Retirement Reviews.

- C.3.11.6 Applicant Testing During Transfer of Operations, including:
- a) Conducting Physical & Psychological Examinations
 - b) Creation & Maintenance of Medical Records for Applicants
 - c) Conducting Drug Testing and other diagnostic examinations on Applicants during the transition period.

C.3.12 PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

The Health Care Provider shall conduct psychological testing and evaluations of up to 1,500 persons who apply to become members of MPD, DCFEMS, DC Housing Authority and DRES including persons recommended by the MPD to serve in the MPDC Reserve Corps and MPD & Fire Cadet Programs. The testing and evaluation must report on the characteristics and traits that are considered necessary to carrying out the essential and important job tasks and responsibilities of the jobs identified by the hiring agencies cited above, and to formulate an employment selection decision by the agencies cited above. Cost for this service is included in the capitation rate in Schedule B.6.1

C.3.12.1 Provide up to 1,500 Pre-Employment Psychological Evaluations and Reports

The Health Care Provider shall provide psychological screening of applicants for positions on the MPD, DCFEMS, DRES and DC Housing Authority. Pre-employment psychological screening is expected to provide the user agencies with an indication of the applicant's psychological suitability to perform the essential tasks and elements of police work, firefighter work, emergency medical technician or paramedic work, and public safety communications work (including 9-1-1 emergency call receipt/response and dispatch communications). Additionally, the screening shall cite each applicant's strengths and weaknesses to perform those jobs.

The Health Care Provider shall explain the advantages and disadvantages of the screening/testing battery proposed in response to this solicitation. Further, the Health Care Provider is expected to use screening or testing

that will provide the hiring agencies with information about the ability of prospective applicants to handle the normal stresses of professional law enforcement and public safety work, such as: rotating shift work; critical incident response; and short-notice assignment changes.

Such tests and evaluation tools may include, but are not limited to, a combination of the following:

TEST NAME	TEST PURPOSE
California Psychological Inventory	Screens for personality traits linked by research to successful job performance.
FIRO-B (Fundamental Interpersonal Relations Overview)	Screens for compatibility
MMPI (Minnesota Multiphasic Personality Inventory)	Examines personality dynamics such as: impulsiveness, conflict with authority, thought disorder, verbal manipulation, anxiety and depression
Personality Assessment Inventory	Screens for emotional stability, as well as personality and behavioral attributes that preclude good job performance.
Psychological History Questionnaire	Provides a comprehensive, automated review of personal behavior and psychiatric history. Generates a structured psychological interview for use by the psychological screener.
Sentence Completion	Examines an individual's attitudes about him/herself.
Shipley Hartford Institute Scale	Screens for intellectual ability and organic brain dysfunction
State-Trait Anger Expression Inventory	Identifies anger management problems.
16 Personality Factor	Screens for preferred lifestyle patterns

C.3.12.2 Provide up to 100 psychological evaluations for persons recommended by the MPD to serve in the MPDC Reserve Corps and Cadet Program

The Health Care Provider shall conduct psychological testing/evaluation of up to 100 persons recommended by the MPD Professional Development Bureau for membership in the MPDC Reserve Corps and the Cadet Program. The tests/evaluations should provide the MPD with the information necessary to formulate an employment selection recommendation by identifying the traits and characteristics considered necessary to carry out the essential job tasks and functions for the various levels of membership in the MPDC Reserve Corps and Cadet Program as set forth in applicable document item 8 cited at Section C.1.1. and C.3.12.1 above.

C.3.12.3 Provide a Grading System and Recommendations for Test/Evaluation Results

The Health Care Provider shall provide a grading system and recommendations for the test and evaluation results set forth above. The grading system shall provide agencies the ability to determine candidates passing the testing well as the relative strength of the passing grades. Applicants shall receive an overall grade or rating based on the entire battery of written tests and interview. Preferred rating is based on a 5-point grading scale such as: A,B,C,C-,D or A,B,C,D,F.

- C.3.12.3.1 Provide a report of recommendation for each candidate that discusses each Candidate's suitability, and present each candidate's job-related strengths and weaknesses as required by C.3.12.4.3 and C.3.12.4.4 below.

C.3.12.4 Reporting Testing and Interviews

The Health Care Provider shall coordinate the testing and interview processes to accommodate agency recruiting and training requirements.

- C.3.12.4.1 Provide facilities and personnel to screen up to 75 applicants each session.
- C.3.12.4.2 Administer and complete all tests and interviews on the same day.
- C.3.12.4.3 Provide a complete recommendation report to agencies no later than 15 working days after the test date.
- C.3.12.4.4 Provide preliminary recommendation reports to agencies, if requested, within 72 hours of tests.
- C.3.12.4.5 Provide for limited testing and interviewing on Saturdays and other times as needed to accommodate the travel schedules of out-of-town applicants.

C.3.12.5 Appeals by Applicants

The Health Care Provider shall recommend policies and procedures that should be applied for purposes of responding to applicants who appeal or protest an agency decision not to hire based on the pre-employment psychological and/or medical screening reports. The Health Care Provider shall benchmark the recommended policies and procedures against those used by comparable agencies in other jurisdictions.

C.3.12.6 Qualifications, Experience, Ethical and Professional Requirements

- C.3.12.6.1 The Psychological Screener shall be experienced in providing testing interviewing procedures for law enforcement and public safety communications work.
- C.3.12.6.2 The Psychological Screener shall, at a minimum, be a Licensed Clinical Psychologist, licensed to practice in the District of Columbia.
- C.3.12.6.3 The Psychological Screener shall meet all legal, ethical and professional standards of care required by, but not limited by:

- A. The Police Psychology Section of the International Association of Chiefs of Police;
- B. Commission on Accreditation for Law Enforcement Agencies ("CALEA");
- C. The Equal Employment Opportunity Commission;
- D. The Americans With Disabilities Act;
- E. The American Psychological Association;
- F. D.C. Mental Health Information Act; and
- G. The Health Insurance Portability and Accountability Act ("HIPAA")."

C.3.13 Provide Comprehensive Annual Physical and or Psychological Examinations for PFRRB Retired Disabled Annuitants Below the Age of Fifty (50).

The Health Care Provider shall provide for annual physical and or psychological examinations for annuitants who are below the age of fifty and have been granted disability retirement by PFRRB. The examinations shall be conducted in an effort to determine if there are changed medical or psychological conditions that may warrant a modification in the annuitant's status or adjustment in benefits. The examination shall be conducted in a manner that will allow the PFRRB to make an assessment as to whether there has been a worsening or improvement in the disabled annuitant's condition.

- C.3.13.1 Provide necessary documentation and testimony to support the annual physical and or psychological findings of disabled retirees below the age of fifty (50):

The Health Care Provider shall provide appropriate documentation and testimony concerning all medical and psychological evaluations that impact upon an annuitant's changed or modified condition of disability. Such documentation and testimony shall be provided, but not limited to, matters before the PFFRB, administrative hearings, court proceedings and other events as deemed appropriate by the Director of the Medical Services Branch.

C.3.14 **Operation of the Clinic during Extended Hours**

C.3.14.1 Given the dynamic nature of law enforcement and emergency services there are occasions when the Chief of Police for the Metropolitan Police Department will determine that it is necessary to have the services of the Clinic available for extended services. Examples of such instances are the Presidential Inauguration, Mass Demonstrations and All Hands on Deck activities. In such instances the Health Care Provider will be provided with at least twenty-four (24) hours notice of the need to operate the clinic during non-business hours.

C.3.14.2 In such instances the Health Care Provider will be compensated on a fully loaded Hourly rate basis, which shall include all administrative overhead and laboratory fees. It is anticipated that there may be twelve (12) events during each contract year requiring the operation of the clinic during extended hours.

C.3.15 Fee-for-Service Services (Civilian Employees of MPD and covered employees of DDOE and DRES)

C.3.15.1 The Contractor shall provide fee-for-service services the same as described in Sections C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, C.3.8, C.3.9, and C.3.10 for civilian employees of MPD, and Covered Employees of DDOE and the Protective Services Division (DRES).

C.3.16 Prescription Pharmaceutical Services

C.3.16.1 The Contractor shall provide prescription pharmaceutical services on a cost reimbursement basis for members who have retired with 100% disability by the Police Fire Retirement and Relief Board (PFRRB).

SECTION D - PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract, if applicable, will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

All reports shall prominently show on the cover of the report:

- Name and business address of the contractor
- Contract number
- Contract dollar amount

SECTION E - INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

- (a) Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Contracting Officer Technical Representative (COTR) or his duly authorized representative in accordance with the following:

The inspection and acceptance requirements for the resultant contract, if applicable, will be governed by 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 J.1.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates award of a requirements contract with payment based on the capitation rates per employee per month, fixed unit price, a cost reimbursement component for pharmaceutical services and labor hour rates for extended hours, as set forth in the contract.

F.2 TERM OF CONTRACT

The term of the contract shall be for a three (3) year period from date of award through thirty six (36) months thereafter.

F.3 OPTION PERIOD

F.3.1 The District may extend the term of this contract by exercising one-year option periods.

F.3.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.3.1 The District may extend the term of this contract for a period of two (2) one-year option periods, or successive fractions thereof, by written notice to the Health Care Provider before the expiration of the contract; provided that the District shall give the Health Care Provider 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 this option is subject to the availability of funds at the time of the exercise of this option. The Health Care Provider may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3.3 The capitation rates, labor hour rates, fixed unit price, and cost reimbursement ceilings for the option period shall be as specified in the contract.

F.4 DELIVERABLES

F.4.1 The Contractor shall recommend policies and procedures that should be applied for purposes of responding to applicants who appeal or protest an agency decision not to hire based on the pre-employment psychological screening report. The Contractor shall benchmark the recommended policies and procedures against those used by comparable agencies in other jurisdictions.

F.4.2 The Contractor shall submit to the District, as a deliverable, the report described in Section H.5.5 of this contract that is required by 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor fails to submit the report, final payment may not be paid.

F.4.3 The Contractor shall provide the following documents and information to the COTR in accordance with the schedule outlined below:

Deliverable	Quantity	Format/Method of Delivery	Due Date & Submit to COTR	Applicable Section
Case Management Protocol	3	Hard copy and electronic transfer, Microsoft Word, and presentation to Agency officials during review stage.	30 days from date of award	C.3.4.1
Rehabilitation & Return to Work Protocol	3	Hard copy, electronic transfer, Microsoft Word, and presentation to Agency officials during review stage.	60 days from date of award	C.3.4 & C.3.4.3
Quality Assurance Plan outlining treatment standards and protocols	1	Hard Copy and electronic transfer, Microsoft Word	45 days from date of award	C.3.4.3.4
Record-keeping policies and procedures	3	Hard copy and electronic transfer	30 days from date of award	C.3.7
Medical Disability Reports for Retirement Board Hearings	As needed	Hard Copy and electronic transfer to Agency officials	30 days from date of award	C.3.7.1(d)
Functional Capacity Assessment Reports	As needed	Hard copy and electronic transfer to Agency officials	45 days from date of award	C.8.3.3
Transition Plan	10	Hard Copies and electronic transfer to Agency officials	10 days from date of Award	C.3.11
Applicant Testing During Transitional Period	As needed	The Health Care Provider shall begin to conduct applicant testing during the transfer of operations from the present facility to the facility operated by the Health Care Provider.	14 days from date of Award	C.3.10.1

Daily, Weekly, Quarterly Reports	As Needed	Hard copy and electronic transfer to Agency officials	See C.3.7	C.3.7
A preliminary recommendation report	As required	Hard copy and electronic transfer, Microsoft Word	72 hours after test administration	C.10.4.4
A final psychological evaluation recommendation for each candidate that discusses each candidate's job related strength's and weaknesses. The recommendation must include a system of grading the applicant; pass/fail designations are unacceptable without a coinciding letter grade, (A, B, C, C-, D, or F) identified as shown on Attachment J.17.	As required	Hard copy and electronic transfer, Microsoft Word	15 Working days from the date of testing	C.3.10.4.3
A care plan for each retiree who has been retired on 100% performance of duty medical disability	As required	Hard copy and electronic transfer, Microsoft Word	45 days from date of contract award	C.3.6.1
Recommended Policies and Procedures for responding to applicant's appeal.	2	Hard Copy and electronic transfer, Microsoft Word	60 days from date of award	C.3.10.5
Report described in Section H.5.5	1	Hard Copy and electronic transfer, Microsoft Word	Prior to final payment	H.5.5
Copy of Certificate of Insurance	1	Hard Copy	10 days after contract award. See I.8.1	I.8

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, 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.1.2** The District will pay the Contractor on or before the 30th 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 below. 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). The address of the CFO is:

Metropolitan Police Department
Office of the Chief Financial Officer
Accounts Payable
300 Indiana Avenue, N.W.
Washington, D.C. 20001

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet.)
Assignment of an invoice number by the contractor is also recommended;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- G.2.2.4** Other supporting documentation or information, as required by the contracting officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and
- G.2.2.8** Authorized signature

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** 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.3.2** 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 Requirement and First Source Employment Agreement requirements.

G.4 PAYMENT

- G.4.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.4.2** Should the District reduce payment of an invoice to the Contractor, the District will provide a written notice to the Contractor of the reason for the adjustment.
- G.4.3** Payment shall be made to the Contractor based upon monthly invoices it presents to the District for payment. Each of the participating agencies that utilize the Clinic's service will provide the COTR their respective counts of Agency members eligible for service at the Clinic for each pay period. Each pay period, the COTR will advise the Contractor of the eligibility count for each participating agency for the specified pay period. The Contractor shall generate the monthly invoice based on the number of participants enrolled for each pay period ending within the month covered by the invoice. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- G.4.4** The monthly invoice shall be generated using this method of calculation for each pay period ending in the month:

- G.4.4.1** Multiply the capitated rate per participant by the number of members eligible for coverage in each pay period.
- G.4.4.2** Add the total derived under G.4.4.1 for each pay period ending in the month.
- G.4.4.3** The capitated rate per participant is determined by multiplying the monthly capitated rate by 12 (number of months) and dividing by 26 (number of bi-weekly pay periods per year).
- G.4.4.4** For example, the monthly capitation rate is \$100 per eligible member. Multiply \$100 by 12 = \$1,200, and then divide this number by 26 = \$46.15. For the first pay period in the invoiced month, there are 5000 eligible participants ($\$46.15 \times 5,000 = \$230,750$) for that pay period. For the second pay period in the invoiced month, there are 5,100 eligible participants. $\$46.15 \times 5,100 = \$235,365$. Thus, the total invoiced amount for that month is $\$230,750 + \$235,365 = \$466,115$.

G.4.5 Payment for Fee-For-Service Services

- G.4.5.1 For fee-for-service services, payment shall be made to the Contractor based on the invoice submitted for payment, which must be based on the number of persons who received services during the month of the invoice multiplied by the unit price as established in Section B.6.2 of the contract.
- G.4.5.2 For prescription pharmaceutical services, the District will make payment to the Contractor on a cost-reimbursement basis. The monthly invoice shall be based on the actual cost incurred by the Contractor for which the Contractor shall be reimbursed.
- G.4.5.3 For services provided during extended hours to accommodate special events or occurrences, the District will make payment on the Contractor's submitted monthly invoice, which will be based on the number of hours the clinic remained open during the month of the invoice multiplied by the labor category as established in Section B.6.4 of the contract.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, 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 contract payments, 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 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will 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.6.1.2 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.6.2 Payments to Subcontractors

G.6.2.1 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.6.2.2 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.6.2.3 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.6.2.4 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.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

*Jean Wright
Contracting Officer
Professional Services and Public Safety Commodity Group 6
441 4th St. N.W. Suite 700S, Washington, D.C. 20001
202-727-0252*

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 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 Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 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: *Paul Quander*
Title: *Director, Medical Services Branch*
Agency: *Metropolitan Police Department*
Address *300 Indiana Ave. N.W.*
Washington, D.C. 20001
Telephone: *202-269-7416*

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the 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.

G.10 COST REIMBURSEMENT CEILING

- a) Cost reimbursement ceiling for pharmaceutical prescription services are set forth in *Section B.6.3* of the contract.
- b) The costs for pharmaceutical prescription services shall not exceed the cost reimbursement ceiling specified in *Section B.6.3* as set forth in the contract.
- c) The Contractor agrees to use its best efforts to perform the pharmaceutical prescription services specified in this contract and to meet all related obligations under this contract within the cost reimbursement ceilings.
- d) The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of pharmaceutical prescription services under the contract will be either greater or substantially less than the cost reimbursement ceilings.
- e) As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing the pharmaceutical prescription services required under the contract.
- f) The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in B.6.3 listed in the

Contract and the Contractor is not obligated to continue providing pharmaceutical prescription services under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.6.3 listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing pharmaceutical prescription services as required under the contract.

- g) No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- h) If any cost reimbursement ceiling specified in B.6.3 listed in the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- i) A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.6.3 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2105, Revision No: 10, dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.3 of this contract. 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 obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were

maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND 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, sec. 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 10th 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 openings listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;

- (b) Social Security number;
- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.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 Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the 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;
 - (c) 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 Contracting Officer may waive the provisions of section H.5.4 if the 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 inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.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 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 Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the 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 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 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 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.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.9 DISTRICT RESPONSIBILITIES

Agencies covered under this contract will provide to the Health Care Provider, and assist the Health Care Provider with the following:

H.9.1 All necessary Agency medical records.

H.9.2 A roster of all Agency Covered Employees eligible for services and treatment under the terms of the contract. The Agencies will provide the first roster on the day the contract is effective; thereafter Agency rosters will be provided no later

than the fifth business day of each month. The roster shall present each eligible member's full name, social security number, gender, race/ethnicity, date of birth, date of appointment to the Agency, address, current accurate telephone number, and Agency unit assignment. The Agencies will provide the rosters in a computer application format designated by the Health Care Provider.

- H.9.3** A monthly report of all Agency separations (for eligible Covered Employees only).
- H.9.4** Copies of all applicable Agency policy and procedures.
- H.9.5** A list of Agency case management liaison officials for the purpose of ensuring Agency member compliance with Clinic policy and procedures, and prescribed illness and injury treatment plans.
- H.9.6** A roster of all Agency applicants to be presented for medical evaluation. The roster shall present each applicant's full name, social security number, gender, race/ethnicity, date of birth, and date of appointment to the Agency, address, current accurate telephone number, and Agency unit assignment
- H.9.7** A monthly review report of Agency concerns and recommendations for change and improvement of Clinic policies, procedures and provider treatment.
- H.9.8** A monthly review and authorization for payment of invoices submitted by the Health Care Provider.
- H.9.9** Authorized notice of Agency member cases to be recommended to the Retirement Board for medical disability retirement.
- H.9.10** Classification of Agency member claims/reports for compensable treatment (benefits).

H.10 CONTRACTOR RESPONSIBILITIES

The Contractor's responsibilities shall include the following:

- H.10.1** Cooperation and assistance of the Medical Director, all physicians in the Preferred Provider Network and all other staff who provide services to employees under this contract with all duly designated or assigned representatives of the Agencies, during any case review, utilization review, or investigations of fraud, malingering, misuse of services, job-related referrals, review of medical opinions, review of treatment, legal issues, cost review, peer review and all other issues related to the services required or performed under this contract.
- H.10.2** Responding to inquiries concerning treatment, services, diagnoses and medical opinions given to employees under this contract.

H.10.3 Making all Clinic personnel available to present their medical findings, reports, records and opinions to the Police and Fire Retirement Board, and that such persons when necessary are available to testify in hearings before the Retirement Board and other administrative bodies in the District of Columbia with respect to the treatment and medical conditions of the employees treated under this contract.

H.10.4 Cooperation with Agency officials with respect to inquiries concerning patient care, treatment, services, diagnoses, medical practice and quality of services provided by physicians and other professional staff and provide such information as necessary.

H.10.5 Providing complete access to the Medical Director, Preferred Provider physicians, other health care professionals, and other employees of the Health Care Provider who can assist the Agencies in response to concerns regarding the full range of patient treatment and care.

H.10.6 Notification of Agency representatives regarding employees who fail to follow-up on appointments, treatments and rehabilitative services.

H.10.7 Notification of Agency representatives immediately but no later than 24 hours after an employee accesses the Urgent Care Unit. Such notification shall include such information as the date and cause of injury, symptoms as reported by the employee, physicians' diagnoses, prescribed treatments, expected return to work and next treatment date.

H.10.8 Reporting suspected fraudulent activity to Agency representatives and/or the COTR.

H.10.9 The Health Care Provider shall complete its transition plan in C.3.11 and transfer all operations from the present facility 60 days from the date of the award.

H. 11 HIPAA PRIVACY COMPLIANCE

(1) Definitions

(a) *Business Associate*. "Business Associate" shall mean PFC Associates.

(b) *Covered Entity*. "Covered Entity" shall mean the Metropolitan Police Department.

(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 have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by 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" in 45 CFR 164.501.

(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 HIPAA 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 agreed, i.e., during normal business hours, 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 agreed, i.e., during normal business hours.

(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 agreed, i.e., during normal business hours, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(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 agreed, i.e., during normal business hours, 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 the resulting contract, provided that such use or disclosure would not violate the Privacy Rule 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 will 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 Rule if done by Covered Entity.
- (6) Term and Termination
 - (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected 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 HIPAA 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 Rule means the section as in effect or as amended.
 - (b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
 - (c) Survival. The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, 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 Rule.

H.12 DEBARRED PROVIDER RESTRICTION

Contractor certifies, by signing this contract, that the Contractor, its principals, subcontractors, and all providers or suppliers rendering medical services or supplies pursuant to this contract are not presently excluded from participation in Medicare and State health care programs by the United States Department of Health and Human Services. Furthermore, the Contractor certifies that no services or supplies rendered during the course of this contract shall be provided or supplied by any individual or entity that has been excluded in said manner.

H.13 WAY TO WORK AMENDMENT ACT OF 2006

H.13.1 Except as described in H.47. 8 below, the Contractor shall comply with Title I of the “Way to Work Amendment Act of 2006”, D.C. Law 16-118, effective June 9, 2006, for contracts for services in the amount of \$100,000 or more in any 12-month period.

H.13.2 The Contractor shall pay its employees and subcontractors who perform services under this contract no less than the current living wage published on OCP’s website at <http://www.ocp.dc.gov>.

H.13.3 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.13.4 The Department of Employment Services (“DOES”) shall adjust the living wage annually and the OCP will publish the living wage rate on its website at <http://www.ocp.dc.gov>.

H.13.5 The Contractor shall provide a copy of the fact sheet attached as J.18 to each employee and subcontractor who performs services under the contract. The Contractor shall post the notice attached 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 attached as J.19 in a conspicuous place in its place of business.

H.13.6 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.13.7 The payment of wages required under the Living Wage Act shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.13.8 The requirements of the Living Wage Act do not apply to:

- (1) Contracts or other agreements that are subject to 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;

- (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;
- (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.13.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act.

H.14 POLICIES AND PROCEDURES

The Contractor shall adopt administrative policies and procedures with respect to the operation of the Clinic that are consistent with the policies and procedures of participating hospitals, the MPD and DCFEMS General and Special Orders as well as those of applicable statutes, regulatory and licensing bodies as such laws, policies and procedures may be amended from time to time. The MPD and DCFEMS General and Special Orders are provided in Attachment J.5 through J.23 of the Solicitation. Such policies and procedures shall be attached to and made part of the resulting contract. The Contractor shall submit proposed changes in Clinic policies and procedures to the COTR for review and approval within a reasonable period of time, not to exceed 15 days, to assure consistency with the contract, applicable laws and regulations, MPD and DCFEMS General and Special Orders and policies and procedures of applicable regulatory and licensing bodies.

H.15 AUDITS, RECORDS, AND RECORD RETENTION

- H.15.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Health Care Provider's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Health Care Provider by the District Government and an overpayment is found, the Health Care Provider shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.15.2 The Health Care Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with general 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.15.3 The Health Care Provider 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.15.4 The Health Care Provider 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 Contracting Officer.

SECTION I- CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will 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, will 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.

- I.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.
- I.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.
- I.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.
- I.5.6** The District will 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:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 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.5.6 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.5.6 above, 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.5.6 above, 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 subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

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 a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the 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.5.12 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 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 will have the right to review and approve prior to its execution by 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 subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE:

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$2,000,000.00 per occurrence limits; \$2,000,000.00 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$2,000,000.00 per occurrence limits; \$2,000,000.00 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the

contract. The policy shall cover the operations performed under the contract with a \$2,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000.00 per accident for injury; \$1,000,000.00 per employee for disease; and \$1,000,000.00 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000.00 per occurrence, with the District of Columbia as an additional insured.
6. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$2,000,000.00 per occurrence for each wrongful act and \$2,000,000.00 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- B. **DURATION.** Except as proved in I.8.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.8.1 Copies of all certificates of insurance shall be submitted within ten (10) days of contract award and 10 days after award of each option year to:

Christian C. Nwachukwu, Sr., Contract Specialist, Professional Services and Public Safety Cluster, Office of Contracting and Procurement
441 4th Street, NW Suite 700 South; Washington, DC 20001
(202) 724-4236 (Direct) (202) 727-0245 (facsimile)
Christian.nwachukwu@dc.gov

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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 Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.11 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia, if applicable. In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

I.11.1 In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

SECTION J: LIST OF ATTACHMENTS

- J.1** Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007
- J.2** **INCORPORATED ATTACHMENTS** *(The following forms, located at www.ocp.dc.gov shall be completed and submitted with the offer.)*
- J.2.1** LSDBE Certification Package (Not Applicable)
- J.2.2** E.E.O. Information and Mayor's Order 85-85
- J.2.3** Tax Certification Affidavit
- J.2.4** First Source Employment Agreement
- J.3** Wage Determination No.2005-2104, Revision no. 10, dated 5/26/09
- J.4** Cost/Price Data Package
- J.5** Book of Medical Requirements for the Employees of the District of Columbia Police and Fire Clinic (with table of contents)
- J.6** Work Force Information by User Agencies
- J.7** Occupational Medical Services Provided to Clinic Users
- J.8** Number of Exams and Services by Type
- J.8a** Services Provided to Uniform Members by User Groups
- J.9** Annual Disability Evaluation
- J.10** Sample Daily Reports
 - Return to Full Duty Report
 - MPD Limited Duty Report by District
 - MPD Sick Leave Report by District
 - MPD Daily Visit Report
- J.11** Office Space Requirements
- J.12** Sample New Injury Questions and Related Reports
 - New Injury Questionnaire
 - Physical Examination Form
 - Clinic Data Record

- J.13** Sample Monthly Reports
 - Cases Pending Final Decisions by the Board
 - Quality Summary Report
 - Weekly Provider Case Management Report
 - Monthly Master Case List

- J.14** Sample Reports
 - Issued by the Physicians to Retirement Board for Disability Determinations
 - Functional Capacity Evaluation
 - Labor Market Survey

- J.15** Sample Fees for Services (Schedule of Charges)

- J.16** Sample Employment Suitability Assessment (After Conditional Job Offer)

- J.17** Living Wage Act Fact Sheet

- J.18** The Living Wage Act of 2006 Notice

**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 this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of:

an individual,
a partnership,
a nonprofit organization, or
a joint venture.

(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

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror

for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "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

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

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) 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:

(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);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your bid/proposal.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools	___	___	Prince George's County, Maryland
___	___	College Park, Maryland	___	___	Prince George's Public Schools
___	___	Culpeper County, Virginia	___	___	Prince William County, Virginia
___	___	District of Columbia	___	___	Prince William Public Schools
___	___	District of Columbia Courts	___	___	Prince William County Service Authority
___	___	District of Columbia Public Schools	___	___	Rockville, Maryland
___	___	D.C. Water & Sewer Authority.	___	___	Spotsylvania County Schools
___	___	Fairfax, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County, Virginia	___	___	Takoma Park, Maryland
___	___	Fairfax County Water Authority	___	___	Vienna, Virginia
___	___	Falls Church, Virginia	___	___	Wash. Metro. Area Transit Authority
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Suburban Sanitary Comm.
___	___	Frederick County, Maryland	___	___	Winchester Public Schools
___	___	Manassas Public Schools	___	___	Herndon, Virginia
___	___	Gaithersburg, Maryland	___	___	Loudoun County, Virginia
___	___	Greenbelt, Maryland	___	___	
___	___	Manassas, Virginia	___	___	
___	___	MD-Nat. Cap. Park & Plng. Comm.	___	___	

Vendor Name

K.9 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

- K.9.1** The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its environmentally preferable purchasing (EPP) initiative.
- K.9.2** The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.
- K.9.3** The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

Certification

I, _____ (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation’s specifications and _____’s bid or proposal.

Signature of Bidder or Offeror

Date

K.10 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

- K.10.1** Definitions. As used in this provision:
 - K.10.1.1 Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
 - K.10.1.2 Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.10.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.10.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.10.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.10.1.6 Individual: means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.10.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.10.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.10.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:

- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.10.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.10.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.10.2(1) through K.10.2(6) of this clause.

K.10.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.10.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.10.2 or K.10.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

K.11 EMPLOYMENT AGREEMENT

By submission of its offer, the Offeror certifies and agrees that, for all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area (see Clause 28 of the Standard Contract Provisions), one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of

Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all new jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees, if any, shall be residents of the District of Columbia registered in programs approved by the D.C.

Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors shall implement the above requirements in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

The District may award 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.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and five (5) 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, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCFA-2009-R-0000."

(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.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. on October 2, 2009. Proposals, modifications to proposals, or requests for withdrawals that are

received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

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 one. The prospective offeror shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. 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.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, the Office of Contracting and Procurement, 441 4th Street, NW, Washington, D.C. 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, the Office of Contracting and Procurement 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 Contracting Officer, the Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their 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 rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.7 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.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 at the time set for receipt of initial proposals shall be filed with the Board prior to 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 the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. 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.10 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.11 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.12 PROPOSAL COSTS

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

L.13 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 § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Christian C. Nwachukwu, Contract Specialist
441 4th Streets, NW, 700 South
Washington, D.C. 20001
202-724-4236
www.christian.nwachukwu@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; 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.16 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 the 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 Contracting Officer determines that it is clearly in the District'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 Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §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.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the 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.19 STANDARDS OF RESPONSIBILITY

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

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.19.2** 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.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility 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 nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 a.m. on September 16, 2009 at the Office of Contracting and Procurement Public Safety Conference Room, 441 4th Street, NW, Suite 700 South, Washington, D.C. 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than three working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.21 HAND DELIVERY OR MAILING OF PROPOSAL

One (1) original and five (5) complete printed copies delivered or mailed to:

Office of Contracting and Procurement

Bid Room, 441 4th Street, NW, Suite 703 South

Washington, D.C. 20001

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the 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 will not necessarily be determinative of the award. Rather, the total scores will 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:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
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 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M. 3 EVALUATION CRITERIA

The District will make award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

M.3.1 TECHNICAL CRITERIA (_75_Points)

A. Factor: Technical Expertise

Description: This factor considers the technical expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

This factor also encompasses the offeror's technical capacity to perform the required services as described in C.3, including the offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

The standard has been met when the offeror:

- a) Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
- b) Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions

are consistent with the information presented in the offeror's organizational chart;

- c) Provides details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;
- d) Describes techniques, processes, and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements.
- e) Presents evidence of the total number of years your organization has experience in providing medical services.

B. Factor: Technical Approach

Description: This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C.3 of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. The offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

The standard is met when the offeror:

- a) Presents a written narrative of the offeror's service description providing evidence of the offeror's understanding of the technical components of the requirements. The offeror demonstrates in a clear logical manner an awareness of the scope and complexity of services to be provided;
- b) Presents a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be served, treatment objectives, and recognizing and addressing potential issues associated with performing the service;

- c) Identifies in the service delivery narrative, specific creative and innovative features of the offeror's service delivery providing logical realistic rational for the expected benefits to be derived from the features; and
- d) Provides evidence in the offeror's service description and service delivery of industry standards and best practice models.

C. Factor: Past Performance

Description: This factor considers the offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance.

The standard is met when:

- a) The offeror provides references for all contracts in which the offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.3; and
- b) The offeror provides past performance evaluations obtained from a minimum of three (3) references provided by the offeror, which are satisfactory or better.
- c) The offeror checks the appropriate box below and provides evidence of type of business

Sole Proprietorship

Partnership

Corporation

D. Factor: The Preferred Provider Network

- a) The offeror provide a description of the criteria used to recruit, select and monitor physicians, facilities and other health care providers. Provide a description of how clients will be notified of changes in the network.
- b) Describe how you will compensate the participating and non-participating health care facilities and providers. What is the average physician count? Provide a description of each facility to be

utilized (to include but not be limited to the type of diagnostic equipment that will be available or how many examination rooms will be provided at the facility for the injured worker) and provider agreements.

- c) Describe the existing local (DC/MD/VA) network. Include in your response whether the network is contracted directly with you or is there a vendor/lease arrangement; the number of primary care providers, specialists, hospitals, allied and ancillary providers located in the DC/MD/VA service area and the number that have “closed” practices.

M.3.2 PRICE CRITERIA (_25_ Points)

The price evaluation will be objective. The offeror with the lowest 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 price score:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times \text{Weight} = \text{Evaluated Price Score}$$

M.3.3 PREFERENCE (_12_ Points)

M.3.4 TOTAL (_112_ Points)

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base term. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

- M.5.1.1** At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or
- M.5.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1, 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.

M.5.2 Application of Preferences

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

- M.5.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will

receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

- M.5.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.3 Maximum Preference Awarded

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

M.5.4 Preferences for Certified Joint Ventures

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

M.5.5 Vendor Submission for Preferences

- M.5.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

- M.5.5.1.1** Evidence of the vendor's or joint venture's certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from DSLBD; or

- M.5.5.1.2** Evidence of the vendor's or joint venture's provisional certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from DSLBD.

- M.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.5.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.6 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1.1, the prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.5.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.5.6.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.5.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.5.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.5.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.5.6.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

M.5.6.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.5.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

M.5.7.1 The dollar amount of the contract or procurement;

M.5.7.2 A brief description of the goods procured or the services contracted for;

M.5.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.5.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.5.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.5.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1.1; and

M.5.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.5.1.1.

M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.5.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.5.8.2

In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through 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, failure, or falsified submission.